



**GUJARAT INDUSTRIES POWER COMPANY LIMITED
SURAT LIGNITE POWER PLANT (SLPP)**

**VOLUME - I
SECTION 4
GENERAL CONDITIONS OF CONTRACT (GCC)**

Design, Engineering, Supply, and Construction of Package A, B, C & D
**New Lignite Feeding System, Associated Works, Contingency Feeding
Arrangement & Dismantling**

Tender No.: GIPCL/SLPP/R&M/LHS/FB-RE/LOCATION/EPC/2026

Date of Issue: July 2026

Issued by:
CGM (THERMAL)

Gujarat Industries Power Company Limited
Surat Lignite Power Plant (SLPP), Village: Nani Naroli, Taluka: Mangrol, Dist.: Surat,
Gujarat



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GENERAL CONDITIONS OF CONTRACT (GCC)

4.1. SCOPE OF CONTRACT

1. The comprehensive scope of this Contract encompasses the end-to-end site survey, geotechnical soil investigation, design, engineering, supply, construction, erection, testing, commissioning, and handing over of the new Lignite Handling System (LHS) at GIPCL-SLPP Phase-I (Surat), structured across four integrated packages. Under Package A, the Contractor shall execute all civil, structural, mechanical, electrical, and C&I works for the core system, including a new plant-end ramp, a dedicated Electrical & C&I Building, a VFD-driven Feeder Breaker capable of handling ROM lignite, and a slow-speed, wider-belt conveyor system optimized for manual stone removal. This is supported by Package B, which covers critical infrastructure augmentations such as a new weigh bridge, approach roads, culverts, stockpile road extensions, RFID systems, and firefighting hydrant extensions, alongside Package C, which mandates the supply and installation of a surface feeder for contingency feeding. Concurrently, under Package D, the Contractor shall dismantle and dispose of the existing infrastructure—including the old Feeder Breaker, BCN-M1A yard conveyor, and Stacker-cum-Reclaimer—on an "as is where is" basis, as per scope defined in this tender. Finally, the Contractor is fully responsible for the seamless integration and necessary modifications of the new Lignite Feeding System with the existing Phase-I conveyor network, complete engineering documentation, and training of GIPCL personnel prior to final handover.

The entire scope shall be executed on an EPC / Turnkey basis under SINGLE POINT RESPONSIBILITY, in accordance with the specifications, terms and conditions of the Contract.

2. The Contractor shall expressly agree that the scope of work shall also include all such items and services which may not have been specifically mentioned in the Contract or the Technical Specifications but which are necessary for the successful fulfillment of the Contractor's obligations under the Contract, as per



Good Engineering & Construction Practices and Prudent Industry Practices.
Such works shall be performed at no additional cost to the Owner.

3. All materials, equipment and works shall be new, fit for purpose, and free from any improper workmanship or defects, and shall comply with all Applicable Laws and the specifications of this Contract.
4. The General Terms and Conditions contained herein shall form part of the specifications, documents, and the Contract

4.2. CONTRACT DOCUMENTS

1. The term 'Contract Documents' shall mean and include the following, which shall be deemed to form an integral part of the Contract:
 - a) Letter of Intent (LoI) / Letter of Award (LoA) / Work Order (WO) issued by GIPCL.
 - b) Notice Inviting Tender (NIT) – Volume I, Section 1.
 - c) Instructions to Bidders (ITB) – Volume I, Section 2.
 - d) Submission of Bid – Volume I, Section 3.
 - e) General Conditions of Contract (GCC) – Volume I, Section 4.
 - f) Special Conditions of Contract (SCC) – Volume I, Section 5.
 - g) Appendices – Volume I, Section 6.
 - h) Technical Specifications and Data Sheets – Volume II.
 - i) Price Schedules (forming part of the Contract after award).
 - j) Pre-bid clarifications, amendments, addenda, corrigenda, and post-bid clarifications.
 - k) Contractor's bid proposal including letters of clarification exchanged prior to award, duly accepted by the Owner.
 - l) All agreed variations to the conditions, including amendments and special terms.
2. In respect of equipment to be supplied and work to be executed under the Contract, all minor accessories and works necessary for satisfactory and efficient operation of the system shall be supplied/executed at no cost to the Owner, whether or not specifically mentioned in the Bid Document or LoI.
3. The several documents forming the Contract are to be taken as mutually explanatory of one another. In case of ambiguities or discrepancies, the Owner shall issue instructions directing in what manner the works are to be carried out. The Owner's decision shall be final and binding.



4. In the event of any conflict between the Contract Documents, the following order of precedence shall apply:
1. LoI / LoA / Work Order issued by GIPCL
 2. Minutes , Amendments , post Bid correspondence
 3. Special Conditions of Contract (SCC).
 4. General Conditions of Contract (GCC).
 5. Technical Specifications (Volume II).
 6. General technical specification of Erection & Commissioning (ECC).
 7. Appendices.
 8. NIT, ITB and Submission of Bid.

4.3. DEFINITION OF TERMS

In the Contract, the following words and expressions shall have the meanings hereby assigned to them:

Term	Meaning
Approved / Approval	Means approved in writing by the Owner or authorized Engineer.
Accepted Completion Schedule	The completion schedule as per Contract and any authorized extension issued by GIPCL.
Bid / Tender	Documents submitted by the Bidder in response to Tender No. GIPCL/SLPP/R&M/LHS/FB-RELOCATION/EPC/2026.
Change in Work / Change Order	Any addition to, deletion from, suspension of or other modification within the scope of work, authorized in writing by the Owner.
Codes	Applicable Indian and/or International standards including BIS, IEC, IS, CEA, CPCB, GPCB, and all other codes referenced in the Technical Specifications, including latest amendments.



Commissioning / Commissioning Work	Integrated activity covered under Preliminary Operation, Initial Operation, Trial Operation, Performance Guarantee Testing, and formal Handing Over of the new LHS system to the Owner.
Contract Price	The lump sum fixed price quoted by the Contractor and incorporated in the LoI/LoA/WO for the entire Scope of Work, inclusive of all taxes, duties, GST, packing, forwarding, freight, insurance, erection, testing, commissioning, and PG test charges.
Contract Period	From the date of LoI/LoA/WO until completion of all contractual obligations including PG testing, handing over, and Defect Liability Period, as per the timeline specified in the Contract.
Contractor	The Bidder / Agency bid to perform the Order has been accepted by GIPCL
Contractor's Equipment	All plant, equipment, machinery, tools, apparatus and things required for execution and completion of the Works, not forming part of the permanent installed Facilities.
Date of Contract / Effective Date	The date of issuance of the LoI/LoA/WO by GIPCL to the Contractor, which shall be the Zero Date for all project timelines.
Day	Calendar day of the Gregorian calendar.
Defect Liability Period (DLP)	Period as specified in the SCC during which the Contractor is liable to repair or replace any defective part of the Works at its own cost.
Destination / Site	GIPCL-SLPP, Village: Nani Naroli, Taluka: Mangrol, Dist.: Surat, Gujarat – the place where the Facilities are to be installed and commissioned.



Drawings	All drawings furnished by GIPCL/PMC as basis for proposal; supplementary drawings for clarification; drawings submitted by the Contractor and approved by GIPCL; and drawings issued during progress of works.
EPC	Engineering, Procurement and Construction – Turnkey with single point responsibility.
Engineer / Engineer-in-Charge	The officer duly authorized and appointed by GIPCL to act as Engineer from time to time for the purpose of the execution, which may include the PMC Consultant (or as designated by GIPCL).
Equipment / Plant	All plant, stores, materials, goods, equipment/components/parts specified in the Order which the Contractor has agreed to supply and install
Facilities	The complete new Lignite Feeding System near Plant End (new Feeder Breaker, conveyors, new ramp, Electrical & C&I systems, civil/structural works and all associated works under Package A), associated works under Package B, and the contingency surface feeder arrangement under Package C; to be designed, engineered, supplied, erected, tested, commissioned and handed over.
Feeder Breaker Relocation / New LHS	Design, Engineering, Supply, and Construction of a new Lignite Feeding System near Plant End (Installation of New Feeder Breaker) under Package A, including new ramp and all associated systems, at GIPCL-SLPP Phase-I, under R&M and LE.
Final Acceptance	GIPCL's written acceptance of all works after successful completion of PG Tests, DLP, and fulfilment of all contractual obligations.



GIPCL / Owner / Purchaser / Employer	Gujarat Industries Power Company Limited and includes its legal successors or permitted assigns.
Guarantee Period / DLP	The period specified in the SCC during which the equipment/system shall perform as guaranteed, and the Contractor shall rectify defects at its own cost.
Handing Over / Taking Over	GIPCL's written acceptance of the Works (Taking Over Certificate) after successful completion of PG tests, closure of punch points, and fulfilment of all contractual obligations.
Inspectors	GIPCL or any person nominated by GIPCL from time to time, including the PMC, to inspect equipment and works
LoI / LoA / WO	Letter of Intent / Letter of Award / Work Order issued by GIPCL to the Successful Bidder. Date of LoI/LoA/WO shall be the Zero Date for all project timelines.
LHS	Lignite Handling System.
Mechanical Completion	State of readiness for Preliminary Operation after due erection of all materials and equipment covered under the scope.
Month	Calendar month of the Gregorian calendar. A 'week' means a continuous period of seven (7) days.
OEM / Sub-Vendor	Original Equipment Manufacturer or approved sub-vendor of any major equipment or system.
Performance Guarantee Tests (PG Tests)	Operational checks and tests required to determine and demonstrate guaranteed capacity, throughput, availability, and other guaranteed parameters of the system.
PMC	Project Management Consultant appointed by GIPCL
Preliminary Operation	Activities undertaken towards Commissioning after erection and testing completion, up to commencement of Initial



	Operation, including mechanical and electrical checkouts, calibration, and commissioning of sub-systems.
R&M and LE	Renovation, Modernization and Life Extension programme of GIPCL-SLPP Phase-I (2 x 125 MW Units 1 & 2).
Scope	Execution of all works covered in the Tender in prescribed qualities and in a prescribed manner, inclusive of those not explicitly mentioned but required for completion of works.
SLPP	Surat Lignite Power Plant,
Taking Over	Written document/protocol/certificate issued by GIPCL after successful completion of PG tests, closure of punch points, and fulfilment of all contractual obligations, confirming formal acceptance of the Facilities.
TPH	Tonnes Per Hour – unit of material handling capacity.
Trial Operation	Integrated operation of the new LHS system at rated load for the period specified to prove trouble-free performance.
VFD	Variable Frequency Drive for electric motors.
Warranty Period	As specified in the SCC, the period during which the Contractor remains liable for repair or replacement of any defective part of the Works.
Works	Design, engineering, supply, civil & structural construction, erection, installation, testing, commissioning, handing over, and performance guarantee testing of the complete Facilities.
Writing / Written Notice	Any written, typed or printed statement, under signature and/or seal, sent by registered post with acknowledgement or by email to the last known address, deemed received in the ordinary course of post.



4.4. INTERPRETATIONS OF TERMS

Words importing persons shall include firms, companies, corporations, and bodies of individuals, whether incorporated or not.

Words importing the singular shall also include the plural and vice versa, where the context so requires.

The headings and sub-headings in these General Conditions shall not be deemed to be part thereof or taken into consideration in the interpretation or construction thereof or of the Contract.

When the words 'Approved', 'Subject to Approval', 'Satisfactory', 'Equal to', 'Proper', 'Requested', 'As Directed', 'When Directed', 'Determined by', 'Accepted', 'Permitted' or words and phrases of like importance are used, the approval, judgment, direction, etc. is understood to be a function of the Owner / Engineer.

4.5. LANGUAGES AND MEASURES

All documents pertaining to the Contract including specifications, schedules, notices, correspondence, operating and maintenance instructions, drawings, and any other writing shall be written in the English language. The metric system of weights and measurements shall exclusively be used in the Contract.

4.6. NOTICE

- 1.** Any notice to be given to the Contractor under the terms of the Contract shall be served by sending the same by registered post with acknowledgement or by ordinary post or by leaving the same at the Contractor's notified registered office.
- 2.** Any notice to be given to the Owner under the terms of the Contract shall be served by sending the same by registered post or by leaving the same at the Owner's notified registered office.
- 3.** For all purposes of the Contract, including arbitration thereunder, the address of the Contractor mentioned in the Bid shall be the address to which all communications to the Contractor shall be sent, unless the Contractor has notified a change by a separate letter sent by registered post with



acknowledgement due to GIPCL. The Contractor shall be solely responsible for the consequences of any omission to notify a change of address.

4. Instructions or notices to the Contractor and notices from the Contractor to GIPCL, recorded in minutes signed by authorized representatives of both GIPCL and the Contractor, shall be valid notices for the purpose of the Contract.

4.7.EFFECT AND JURISDICTION OF CONTRACT

1. The Contract shall be considered as having come into force from the date of the Lol/LoA/WO. The time schedule for design, engineering, supply, erection, testing, commissioning and handing over shall be calculated from the date of Lol/LoA/WO (Zero Date).
2. The laws applicable to this Contract shall be the laws in force in India. The District Court of Surat / Vadodara and High Court of Ahmedabad, Gujarat shall have exclusive jurisdiction in all matters arising under this Contract.
3. The law governing the procedure and administration of any arbitration instituted under the arbitration clause shall be the Indian Arbitration and Conciliation Act, 1996 (as amended).

4.8.CONTRACT PRICE AND PRICE BASIS

1. Contract Price: GIPCL shall, in consideration for the Contractor's obligations under the Contract, pay to the Contractor the Contract Price as specified in the Lol/LoA/WO and the Price Schedules, subject to the terms of the Contract. The Contract Price is full and final compensation for the supply of all materials, equipment, and performance of all Works under the Contract, including all costs, expenses, overheads, and profit.
2. Price Basis: The Contract Price, unit prices, pricing for changes, and all other prices and rates set forth in the Contract shall be Firm, Fixed and Final – not subject to any escalation, variation, or adjustment during the entire Contract period, except as provided under Clause of Statutory Variation in Taxes & Duties.
3. The Contract Price includes, without limitation:
 - a) Cost of design, engineering, drawings and all associated documentation.



- b) Cost of all materials, plant, and equipment (Feeder Breaker, conveyors, surface feeder, drives, electrical, C&I, civil & structural items for Package A, B, C & D, etc.), new and fit for purpose.
 - c) Cost of factory/works testing and inspection including type test charges, if applicable.
 - d) Transportation (road/rail), transit insurance, loading, unloading, internal handling at site, and storage.
 - e) Cost of civil & structural works including new ramp, foundations, buildings, cable trenches, roads within project area.
 - f) Cost of erection, installation, site testing, commissioning, trial operation, and PG testing.
 - g) Cost of all tools, tackles, scaffolding and construction equipment.
 - h) Salaries, wages, and benefits for all Contractor staff and labour.
 - i) Applicable GST, taxes, duties, levies, and other statutory charges including cess, if any.
 - j) Cost of modifications to the existing conveyor system for seamless interface.
 - k) Training of GIPCL's personnel on the new system.
 - l) All insurance premiums as required under the Contract.
 - m) Any and all other costs necessary for complete execution and handover of the Facilities.
4. No additional claim or payment whatsoever shall be admissible on account of any item of work, supply or service that is part of the Contractor's obligations under the Contract, whether or not specifically mentioned.

4.9. SECURITY DEPOSIT CUM PERFORMANCE BANK GUARANTEE

- 1. For details, refer SCC (Special conditions of contract)
- 2. Failure to submit the SD/PBG within the stipulated period shall entitle GIPCL to forfeit the EMD and cancel the LoI/LoA/WO. All costs and liabilities arising from such cancellation shall be borne by the Contractor.
- 3. The SD/PBG shall additionally guarantee:
 - A. Successful and satisfactory operation of the equipment supplied and erected and works executed under the Contract, as per the specification.



- B.** That the equipment provided and works executed shall be free from defects in design, material, and workmanship, and upon written notice, shall be fully rectified free of cost during the Defect Liability Period.
- C.** That the plant/system shall deliver the guaranteed output when operating as per the Contract.

4.10. TAXES, PERMITS, LICENSES AND OTHER CHARGES

- 1.** The Contractor shall be liable to pay all taxes, duties, levies and other charges lawfully assessed in pursuance of the Contract. The Contractor shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against the Contractor on his personal income and property.
- 2.** The quoted lump sum Contract Price shall include all applicable taxes, duties, levies, GST, etc. Any statutory variation in tax and duty rates during the Contract period shall be dealt with as per clause mentioned for statutory and tax variation clause.
- 3.** The Contractor shall procure and maintain validity of all necessary permits, licenses, approvals and clearances required for execution of the Works at its own cost.

4.11. PRICE ESCALATION

The rate(s) / price(s) quoted against the work shall remain firm and fixed during the entire Contract period. No price escalation of any nature shall be admissible, except as provided under Clause under Statutory Variation in Taxes & Duties.

4.12. STATUTORY VARIATION IN TAXES & DUTIES

- 1.** If any enactment or issuance of new laws, rules, or regulations, or any change/modification of existing laws, rules, or regulations occurs in India during the tenure of the Contract (including any extended period), pertaining to taxes and duties, the resultant change in cost incurred by the Contractor shall be added to or deducted from the Contract Price, as follows:
- 2.** Statutory Variations During Original Contractual Completion Period:
 - a)** If any increase takes place in taxes and duties due to statutory variation, GIPCL shall admit the same on production of documentary evidence. Statutory variation



shall be admitted considering the basic price quoted in the Schedule of Price or paid by the Contractor, whichever is lower.

- b)** If any decrease takes place in taxes and duties due to statutory variation, the same shall be passed on to GIPCL.

3. Statutory Variations Beyond Original Contractual Completion Period:

- a)** If the extension of contractual completion period is attributable solely to GIPCL, the provisions of (A) above shall apply.

- b)** If the extension is attributable to the Contractor:

Any increase in taxes and duties due to statutory variation shall not be admitted by GIPCL; GIPCL shall admit the rate prevailing during the last invoice of the original Contract completion period.

Any decrease in taxes and duties shall be passed on to GIPCL.

- 4.** Custom Duty variation shall not be paid by GIPCL. Variation in exchange rates shall not be admissible and not applicable for this Tender

4.13. STAFFING AND AUTHORITY

1. Contractor's Staff

- a)** The Site shall be staffed adequately to perform the works in accordance with Good Engineering & Construction Practices, in a prudent, efficient, reliable and safe manner.
- b)** The minimum staff to be deployed at Site during the Construction Phase (both supervisory and workmen categories) shall not be less than what is specified in the Staffing Plan submitted by the Contractor and accepted by GIPCL. If additional manpower is required to fully meet the Contractor's obligations, the same shall be deployed without delay and without additional cost to GIPCL.
- c)** All personnel engaged in the performance of the works shall be qualified, licensed to the extent required by Applicable Laws, and sufficiently trained and experienced in the duties to which they are assigned.
- d)** The Contractor shall submit the CV of the proposed Resident Project Manager (RPM) to GIPCL for review and approval at least 7 (seven) days



- prior to deployment at Site. The RPM shall have experience in supervising similar works. The RPM shall be a direct employee of the Contractor.
- e) The Contractor shall bear all responsibility, liability and risk relating to compliance of all factory rules, labour laws, and statutes applicable to its Staff, including: Workmen's Compensation Act, Employees' State Insurance Act, Employees' Provident Funds Act, Contract Labour (R&A) Act, Factories Act, Gujarat Factory Rules, Code on Wages, and any other applicable acts/regulations.
 - f) The Contractor shall arrange boarding, lodging, travel arrangements, and local transportation for all Contractor Staff.

2. **Authority of Resident Project Manager**

- a) The Resident Project Manager (RPM) appointed by the Contractor shall be authorized and empowered to act for and on behalf of the Contractor on all matters concerning the Contract. All communications pertaining to the performance of the Works shall be issued by the RPM.

Address for all notices/communications to GIPCL:

CGM (THERMAL)

Gujarat Industries Power Company Limited (GIPCL)
Surat Lignite Power Plant (SLPP), Village: Nani Naroli,
Taluka: Mangrol, Dist.: Surat, Gujarat

Email: csjadeja@gipcl.com, siparmani@gipcl.com, misheth@gipcl.com

Mob: 09909925316

3. **Owner's Staff**

- a) GIPCL shall appoint a Plant Manager / Engineer-in-Charge/Officer who shall co-ordinate with the Contractor and supervise performance of works on behalf of GIPCL.

4. **Discipline of Workmen**

- a) The Contractor shall adhere to the disciplinary rules, regulations and procedures set by GIPCL. GIPCL may direct the Contractor to remove any person from the Site whose conduct is inappropriate, incompetent, negligent, or poses a threat to safety or security of the Plant. The Contractor shall replace such person promptly.



- b) The Contractor shall employ only qualified, medically fit persons who are not below 18 (eighteen) years of age.
- c) The Contractor shall comply with all applicable labour rules, regulations, and statutes.

4.14. SUBCONTRACTS

1. No part of the Contract shall be subcontracted without the prior written approval of GIPCL, except for minor items specifically permitted in writing. The Contractor shall submit a list of proposed subcontractors with their qualifications, track record, and scope of work for GIPCL's approval prior to commencement of any subcontracted work.
2. Approval of any subcontractor by GIPCL shall not relieve the Contractor from any obligation, responsibility, warranty, guarantee, performance commitment, or liability under the Contract. The Contractor shall remain fully and solely responsible for all acts, omissions, defaults, and performance of any approved subcontractor.
3. The Contractor shall ensure full flow-down of all relevant technical, quality, safety, statutory, and performance obligations to all approved subcontractors and vendors.

Note: Package-B and Package-D can be sublet by contractor partially/fully with the prior approval of GIPCL. The subletting may be allowed in case of specific job/technical /any other specific requirement, which needs external support to complete the job by EPC contractor. However, in any case, any subletting whether partial, specific or full, that shall be subject to prior approval of GIPCL only. All other terms & condition shall be remain same and leads to primary contractor only.

4.15. PROGRAMME OF WORK AND REPORTING

1. The Contractor shall, within 30 (thirty) days of the Effective Date (LoI/LoA/WO), submit to GIPCL for approval a detailed Programme of Work in Primavera P6 or equivalent software, covering:
 - a) Engineering and design milestones including issue of drawings and approval cycles.



- b) Procurement and manufacturing schedule for all major equipment (Feeder Breaker, Conveyors, Surface Feeder, Drives, Electrical, C&I, Civil & Structural items for Package A, B, C & D).
 - c) Factory Acceptance Testing (FAT) / type testing schedules.
 - d) Transportation, delivery, and inspection milestones.
 - e) Civil construction (ramp, foundations, buildings), erection, installation, and integration activities.
 - f) Modification to existing Phase-I conveyor system for interface.
 - g) Testing, commissioning (cold and hot), trial operation, and PG test milestones.
 - h) Punch point closure and handing over milestones.
2. The Programme shall identify critical path activities, resource loading, and interface dependencies with GIPCL and third parties, and shall be updated monthly. The Contractor shall submit monthly progress reports within 5 (five) working days of the end of each calendar month.
3. Approval of the Programme by GIPCL shall not relieve the Contractor of its obligation to achieve the Contract Completion Date of Thirty (30) months from the date of LoI/LoAWO.

4.16. TIME THE ESSENCE OF CONTRACT

- 1. The time and the date of completion of the works as stipulated in the Tender Document and incorporated in the LoI/LoAWO shall be deemed to be the essence of the Contract. The Contractor shall so organize its resources and perform its work as to complete within the agreed period of Thirty (30) months from the date of LoI/LoAWO.
- 2. The Contractor shall submit a detailed PERT/CPM network fifteen (15) days from the date of LoI/LoAWO, to be discussed with and approved by GIPCL. The agreed network shall form part of the Contract.
- 3. During performance of the Contract, if in the opinion of the Engineer proper progress is not maintained, suitable changes shall be made in the Contractor's operations to ensure proper progress as per the agreed PERT network.



4.17. PROGRESS REPORTS AND PHOTOGRAPHS

1. During the various stages of the works, the Contractor shall submit periodic weekly and monthly progress reports on the execution of works conforming to the Bar/PERT Chart, with charts, networks, photographs, test certificates, etc. Such reports shall be submitted in at least two (2) copies.
2. In case of any slippage or delay, the Contractor shall submit a modified Bar/PERT Chart with the action plan to keep the completion date unchanged. If required, the Contractor shall deploy additional manpower.
3. The authorized representative of the Contractor shall review progress every fortnight on a prefixed day at the Site with GIPCL and record the minutes. Each monthly progress report shall be submitted no later than the 5th day of the following month.

4.18. CO-OPERATION WITH OTHER CONTRACTORS

1. The Contractor shall co-operate with GIPCL's other Contractors, Consultants (including the PMC), and third parties, and freely exchange technical information necessary to obtain the most efficient and economical design and avoid duplication.
2. There may be areas where there is interface between equipment under this Contract and equipment under other contracts or the existing SLPP system. The Contractor shall co-ordinate with all other agencies involved and ensure seamless integration. No extra cost shall be involved for performing this co-ordination role.
3. In case of any disagreement between the Contractor and other contractors which cannot be resolved mutually, the decision of GIPCL/Engineer shall be final.

4.19. DUTIES OF THE ENGINEER

1. The Contractor shall execute all works based on instructions and orders given by the Engineer. All matters and questions shall be referred to the Engineer, whose decision shall be final in order to eliminate delays and avoid disputes.
2. The scope of the duties of the Engineer shall include: interpretation of all terms and conditions; review of drawings and engineering data; witnessing of tests;



inspection, acceptance or rejection of equipment, material and works; issuance of payment certificates; and supervision of quality assurance.

3. The Engineer may designate an Engineer's Representative to whom the Engineer may delegate any of the powers, functions and authorities vested in the Engineer.

4.20. RESPONSIBILITY OF CONTRACTOR

The Contractor shall provide guarantee and be entirely responsible for the execution of the Contract in accordance with this Tender including its specifications, schedules, and annexures. The Contractor shall be responsible for the quality and workmanship of all materials and completed works, correct designs and drawings, correct delivery of materials, spares, erection, testing and commissioning.

4.21. PAYMENTS PROCEDURE

1. All invoices / Running Account Bills shall be submitted in the format prescribed by GIPCL, together with supporting documents including milestone completion certificates, inspection release certificates, and statutory compliance certificates (PF, ESI, labour licence, etc.).
2. GIPCL / Engineer shall certify invoices within 30 (Thirty) working days of receipt of the complete invoice with all supporting documents. Payment shall be released within 30 (thirty) days of certification.
3. GIPCL shall be entitled to withhold, recover, adjust or deduct from any payment due to the Contractor any amounts in respect of Liquidated Damages, taxes, statutory deductions (TDS etc.), disputed amounts, cost of rectification of defects, or any other dues payable by the Contractor.

4.22. FINAL BILL

The Final Bill relating to the Contract shall be prepared only after successful completion of the Performance Guarantee Test of the new LHS system and formal Taking Over / Handing Over by GIPCL. It shall include adjustments of all claims against the Contractor by GIPCL.



4.23. ENGINEERING DATA

1. The furnishing of engineering data by the Contractor shall be in accordance with the schedule as per the Technical Specification / data sheets. Review by the Engineer covers general conformance of data to the specifications and shall not limit the Contractor's responsibilities and liabilities.
2. All engineering data submitted by the Contractor after final review and approval by the Engineer shall form part of the Contract and the Works shall be performed in strict conformity therewith.

4.24. DRAWINGS

The Contractor shall furnish editable soft copies of all essential drawings in addition to full-size prints, in the number of copies as specified in Volume II.

4.25. MISTAKES IN DRAWINGS

The Contractor shall be responsible for all discrepancies, errors, or omissions in drawings and particulars supplied by the Contractor, whether or not approved by the Engineer, except where such errors are due to inaccurate information provided in writing by GIPCL.

4.26. INSTRUCTION MANUALS

The Contractor shall furnish all required Operation & Maintenance Instruction Manuals in adequate number of copies as specified in Volume II.

4.27. REFERENCE STANDARDS

1. The Codes and/or Standards referred to in the Specification shall govern in all cases where such references are made. In case of conflict between such Codes and the Specifications, the Specifications shall govern. Such Codes shall mean the latest revisions and amendments published by the relevant agencies.
2. The work shall be executed in conformity with the relevant standards of BIS (or equivalent International Standard), Electricity Rules, Indian Electricity Act, CEA regulations, National Building Code, Factories Act, Gujarat Factory Rules, Environmental Laws, and all other applicable laws.



3. If the Contractor proposes to follow standards other than those specified, specific written confirmation from GIPCL shall be obtained prior to use of such standards.

4.28. MATERIALS AND WORKMANSHIP

1. All materials shall be of the best quality and workmanship, capable of satisfactory operation under the operating and climatic conditions at GIPCL-SLPP. Unless otherwise specified, materials shall conform to the latest edition of the relevant BIS / IEC / BS or internationally accepted standard.
2. The Contractor shall supply, transport, load/unload and safely store all equipment and materials at the project site at its own cost and risk.
3. No deviation in Foreign Exchange rate shall be admissible at any point after submission of the Bid.

4.29. QUALITY ASSURANCE PROGRAMME

1. The Contractor shall adopt a Quality Assurance Programme (QAP) to control all activities at all necessary points, covering: organizational structure for QA; documentation control; procurement procedure; manufacturing and site erection controls; inspection and test procedures; control of calibration and testing equipment; quality audits; handling, storage and delivery; and maintenance of records.
2. The QAP shall be finalized and accepted by the Engineer after discussions, prior to commencement of manufacturing/construction activities.

4.30. INSPECTION, TESTING AND INSPECTION CERTIFICATE

1. GIPCL and/or its duly authorized representative (including the PMC) shall have access at all reasonable times to the Contractor's premises/works to inspect and examine materials and workmanship. The Contractor shall obtain similar access for GIPCL to subcontractor/sub-vendor premises.
2. The Contractor shall give GIPCL 15 (fifteen) days' notice by email/letter of any material being ready for testing. Tests shall be at the Contractor's account. GIPCL shall attend tests within 30 (thirty) days of the notification; failing which, the Contractor may proceed and forward certified test results.



3. GIPCL shall issue an Inspection Certificate within 7 (seven) days after completion of factory tests. The issue of such a certificate shall not bind GIPCL to accept the equipment should it fail to comply with the Contract upon further site tests.
4. The inspection by GIPCL and issuance of the inspection certificate shall not in any way limit the Contractor's liabilities and responsibilities.
5. If any item is not found conforming to standards during test/inspection, the same shall be replaced/rectified by the Contractor without cost to GIPCL and re-offered for inspection.

4.31. TESTS

1. Tests shall be carried out as stipulated in the Bid Documents and Technical Specifications. All test charges, including statutory fees, are in the scope of the Contractor. In case of re-testing for any reason, re-testing charges shall be borne by the Contractor.
2. Electrical, mechanical, and other equipment/material deployed in the project shall have valid test certificates for their qualification as per specified IEC/BIS standards, preferably from NABL-accredited test centres in India.

4.32. DESIGN COORDINATION

The Contractor shall be responsible for the selection and design of appropriate equipment to provide the best coordinated performance of the entire new LHS system. The basic design requirements are detailed in Volume II (Technical Specifications). Design shall facilitate easy field assembly, maintenance, and installation.

4.33. DESIGN COORDINATION MEETINGS

The Contractor shall attend design coordination meetings with GIPCL, the PMC, other Contractors, and Engineers as and when required during the Contract period, and shall fully co-operate with all agencies involved.



4.34. MANUFACTURING SCHEDULE

The Contractor shall submit to the Engineer a manufacturing and procurement schedule for all major equipment within 30 (thirty) days from the date of Lol/LoA/WO. Such schedule shall be reviewed, updated, and resubmitted to the Engineer monthly.

4.35. TERMS OF DELIVERY

1. All items are to be delivered to the destination – GIPCL-SLPP, Village: Nani Naroli, Taluka: Mangrol, Dist.: Surat, Gujarat – within the time specified in the Contract, on Free on Road (FOR) destination basis.
2. The entire onus of transport and delivery of all goods/equipment from source/works to the project site shall rest with the Contractor as part of the EPC Contract.
3. Notification of dispatch of each and every consignment shall be made to GIPCL immediately after dispatch from the manufacturing works. The Contractor shall supply to GIPCL an invoice in triplicate and packing account of all stores dispatched.

4.36. PACKING, FORWARDING AND PACKAGING

1. The Contractor shall ensure all goods are properly packed and marked for shipment by road/rail. Goods shall be assembled to the maximum extent practicable prior to dispatch. All goods shall be packed to withstand rough handling and protect from damage, temperature variations, and precipitation during transit and storage at site.
2. The following shipping documents shall be provided within 3 (three) days of dispatch of each indigenous consignment: Invoice (5 copies), Lorry Receipt (5 copies), Challan & Packing List (5 copies), Inspection Certificate (5 copies), Test Certificates (5 copies), Certificate of Insurance (5 copies), and O&M Manuals.
3. All new materials shall be used for packing. All packing materials become the property of GIPCL on receipt of material at site.



4.37. SHIPPING NOTES & DOCUMENTS

The Contractor shall supply shipping documentation strictly in the English language. The Contractor shall arrange all clearances, permissions, and transportation from manufacturing works to the site at its own risk and cost.

4.38. LIABILITIES DURING TRANSIT

The Contractor shall be responsible for all loss, damage, or depreciation to goods, plant, equipment, and machinery up to delivery at the Site.

4.39. INSURANCE

1. The Contractor shall, at its own cost, arrange and maintain the following insurance coverages throughout the Contract period and DLP as a minimum:
 - a) Storage-cum-Erection / Erection All Risk (EAR) Insurance covering all plant, machinery, equipment, materials, and works from unloading at site up to completion, testing, commissioning, and handing over. Sum insured: not less than 110% of the value of Plant and Machinery including erection and all associated costs.
 - b) Contractor's Plant and Machinery (CPM) Insurance for all construction equipment deployed at site.
 - c) Third Party Liability Insurance: covering bodily injury and property damage caused to third parties arising from execution of the Works.
 - d) Workmen's Compensation / Employer's Liability Insurance: covering all personnel deployed by the Contractor and its sub-contractors
 - e) All policies shall be in the joint names of GIPCL and the Contractor, and valid until completion of works including Defect Liability Period.
 - f) Marine / Transit Insurance: covering all equipment and materials during transit to site.
 - g) Any other insurance required under applicable statutory laws.

4.40. SAFETY MEASURES

1. The Contractor shall establish, implement, and maintain comprehensive safety procedures during all phases of design, engineering, procurement,



transportation, storage, erection, testing, commissioning, and trial operation.

Safety obligations shall include:

- a) Compliance with all applicable laws including the Factories Act, Electricity Act, CEA Safety Regulations, Environment Protection Act, and Building & Other Construction Workers Act.
 - b) Adherence to GIPCL's safety rules, electrical safety procedures, permit-to-work system, and fire safety rules at all times.
 - c) Provision of adequate PPE (helmets, safety shoes, safety harness, gloves, etc.) to all site personnel.
 - d) Conduct of safety induction training for all site personnel before commencement of work.
 - e) Preparation and maintenance of Emergency Response Plans (ERP).
 - f) Appointment of a qualified and experienced Safety Officer at Site throughout the construction phase.
 - g) Incident and near-miss reporting, investigation, and corrective action within timelines specified by GIPCL.
 - h) Compliance with all safety requirements applicable to the existing live electrical systems and lignite handling equipment during integration works.
2. Any breach of safety obligations shall entitle GIPCL to suspend or stop the Works until the breach is rectified.

4.41. STATUTORY OBLIGATIONS

1. The Contractor shall comply with all applicable laws, bye-laws, rules, and regulations, and shall procure and maintain validity of all necessary permits, licenses, and approvals from Municipal, Panchayat, and Government authorities at its own cost.
2. Without limiting the generality of Clause “Statutory Obligations”, the Contractor shall obtain, coordinate, and maintain all approvals, clearances, inspections, and permissions required for the new LHS works at GIPCL-SLPP, including:
 - a) Electrical Inspectorate approval for HT/LT electrical installations and associated works.
 - b) CEA compliance as per the Central Electricity Authority (Measures Relating to Safety and Electric Supply) Regulations.



- c) Environmental clearances, pollution control consents, and compliance with Gujarat State Pollution Control Board norms.
- d) Factory/Explosive/Petroleum Act compliance as applicable.
- e) Compliance with Contract Labour (Regulation & Abolition) Act and Gujarat Rules, including obtaining necessary labour licences.
- f) Any other approvals required by the Electricity Act, Environment Protection Act, or other applicable statutes.

4.42. TAKING OVER

- 1. Upon successful commissioning followed by completion of Performance Guarantee (PG) Test, acceptance of PG Test by GIPCL, closure of all punch points to the satisfaction of GIPCL, and fulfilment of all contractual obligations, GIPCL shall issue a Taking Over Certificate/Document as formal acceptance of the Facilities.
- 2. The Taking Over Certificate shall not unreasonably be withheld on account of minor omissions or defects which do not affect normal commercial use of the system. However, additional conditions may be agreed between GIPCL and the Contractor to ensure fulfilment of outstanding obligations.

4.43. WARRANTY / GUARANTEE

- 1. The Contractor guarantees the successful and satisfactory operation of all equipment supplied, erected, and works executed under the Contract, as per the Technical Specifications.
- 2. The Contractor guarantees that all equipment and works shall be free from defects in design, material, and workmanship, and shall, upon written notice from GIPCL, fully rectify free of cost any defect developing under normal use during the Warranty / Defect Liability Period.
- 3. The Warranty period and its conditions shall be as specified in the SCC (Section 5). Upon expiry of the warranty/DLP with no outstanding defects, GIPCL shall release the SD/PBG.



4.44. DEFECT LIABILITY PERIOD

1. The Defect Liability Period (DLP) shall be as specified in the SCC, commencing from the date of issue of the Taking Over Certificate. During the DLP, the Contractor shall rectify all defects arising from defective design, materials, workmanship, or installation at its own cost, within the timeframe directed by GIPCL.
2. If the Contractor fails to rectify defects within the specified timeframe, GIPCL may carry out or arrange for rectification and recover the costs from the Contractor.

4.45. LIQUIDATED DAMAGES

1. For LD refer V1-S5 i.e. Vol-1 section-5 for Special condition of contract (SCC)
2. Liquidated Damages payable under this clause are without prejudice to any other rights or remedies available to GIPCL under the Contract or applicable law.
3. GIPCL's right to impose Liquidated Damages shall not be affected by:
 - a) Any inspection, approval, or acceptance of works by GIPCL or the Engineer.
 - b) Any payment made to the Contractor under the Contract.
 - c) Any waiver of other rights by GIPCL.

4.46. CONTRACTOR'S DEFAULT

1. The Owner shall have the right to terminate the Contract by written notice to the Contractor if the Contractor:
 - (a) Abandons or repudiates the Contract.
 - (b) Fails to commence or proceed with the works with due diligence.
 - (c) Fails to remove defective material, equipment or work after being instructed to do so.
 - (d) Sub-lets the Contract or any part thereof without GIPCL's prior written consent.
 - (e) Becomes bankrupt, goes into liquidation, or has a receiver appointed.
 - (f) Fails to submit the SD/PBG within the stipulated period.
 - (g) Commits any fraudulent act or corrupt practice.



2. In the event of such termination, GIPCL shall be entitled to: take over the Works and complete them by other means at the Contractor's risk and cost; forfeit the SD/PBG and EMD; recover excess costs from the Contractor; and exercise any other rights available under law.

4.47. FORCE MAJEURE

1. Neither party shall be liable for delay or failure to perform any obligation under the Contract to the extent such delay or failure is due to circumstances beyond the reasonable control of the affected party ('Force Majeure'), including: natural disasters (earthquake, flood, cyclone); acts of war, riots, terrorism; nationwide strikes; or epidemic/pandemic declared by competent government authority.
2. The affected party shall notify the other party within 7 (seven) days of the occurrence of a Force Majeure event, stating the nature of the event, the expected duration, and the impact on the Contract.
3. Force Majeure shall not include: delays arising from shortage of labor, material, or equipment; financial difficulties; or any other circumstances within the reasonable control of the Contractor.
4. The parties shall use all reasonable endeavors to minimize the effect of any Force Majeure event on the performance of their obligations. The Contract Completion Date may be extended by GIPCL at its discretion for the period of the Force Majeure event.

4.48. SUSPENSION OF WORK OR TERMINATION

1. GIPCL may at any time by written notice to the Contractor suspend the execution of the whole or part of the Works, for reasons not attributable to the Contractor. GIPCL shall pay the Contractor for any additional costs reasonably incurred by the Contractor as a result of such suspension (if caused solely by GIPCL).
2. If any suspension continues for more than 90 (ninety) days and is not attributable to the Contractor, either party may give notice to terminate the relevant portion of the Works, and the Contractor shall be entitled to payment for work done up to the date of suspension.



4.49. TERMINATION OF CONTRACT BY THE OWNER

GIPCL may terminate the Contract, in whole or in part, by giving 30 (thirty) days written notice to the Contractor, for convenience or for cause as per Clause (Contract's default). Upon termination for convenience, GIPCL shall pay the Contractor for all work satisfactorily completed and reasonable demobilization costs, and no further payment shall be due.

4.50. SETTLEMENT OF DISPUTES / ARBITRATION

1. Any dispute, difference, or claim arising out of or in connection with the Contract shall first be referred to GIPCL's Senior Management for resolution. If not resolved within 30 (thirty) days, the dispute shall be referred to arbitration.
2. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 (as amended from time to time). The seat and venue of arbitration shall be Vadodara or Surat, Gujarat. The language of arbitration shall be English.
3. The arbitral award shall be final and binding on both parties. Pending the resolution of any dispute, the Contractor shall continue to perform its obligations under the Contract.
4. Notwithstanding any dispute or reference to Arbitration, the Contractor shall continue to perform its obligations under the Contract and shall not delay or suspend the Works. GIPCL shall also continue its obligations, including making undisputed payments, during the pendency of Arbitration proceedings.

4.51. FRAUDULENT AND CORRUPT PRACTICES

1. GIPCL strictly prohibits any Fraudulent Practice (misrepresentation or omission of facts to influence procurement or Contract execution) or Corrupt Practice (offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person in the procurement process or Contract execution).
2. If the Contractor is found to have engaged in any Fraudulent or Corrupt Practice in connection with the Contract, GIPCL may terminate the Contract, forfeit the



SD/PBG and EMD, recover all losses and damages, and report the matter to appropriate authorities.

4.52. ASSIGNMENT AND SUBLETTING OF CONTRACT

The Contractor shall not assign, transfer, pledge, or in any way dispose of the Contract or any part thereof, or any benefit or interest thereunder, without the prior written consent of GIPCL. Any approved assignment shall not relieve the Contractor of any of its obligations under the Contract.

4.53. PATENT RIGHTS AND ROYALTIES

The Contractor shall indemnify and hold GIPCL harmless from all claims, suits, actions, damages, and costs arising from infringement of any patent, copyright, trademark, or other intellectual property rights in connection with the equipment, design, or methods used in the performance of the Contract.

4.54. LIABILITY FOR ACCIDENTS TO PERSONS

The Contractor shall be responsible for the safety of all persons employed on the Works. The Contractor shall comply with all applicable statutory requirements regarding safety of workmen and shall maintain all necessary records. The Contractor shall indemnify GIPCL against all claims arising from accidents, injuries, or deaths of Contractor's personnel and third parties.

4.55. LIABILITY FOR DAMAGE TO PLANTS OR WORKS

The Contractor shall take all reasonable precautions to avoid damage to the existing SLPP facilities Phase-I conveyor systems, plant buildings, underground cables, structures, etc. during execution of Works. Any damage caused shall be made good by the Contractor at its own cost to the satisfaction of GIPCL.

4.56. SECRECY

The Contractor shall not disclose any technical or commercial information relating to the Contract, the SLPP plant, or GIPCL's operations to any third



party without the prior written consent of GIPCL. This obligation shall survive the termination or completion of the Contract.

4.57. RELEASE OF INFORMATION

The Contractor shall not make any public statement, press release, or disclosure relating to the Contract or the Project without the prior written approval of GIPCL.

4.58. TITLE

Title and risk in all materials, equipment and plant supplied under the Contract shall pass to GIPCL at the time of delivery and acceptance at Site. Notwithstanding transfer of title, the Contractor shall remain responsible for loss or damage until formal handing over is effected.

4.59. FINAL ACCEPTANCE

Final Acceptance shall mean GIPCL's written acceptance of all works performed under the Contract after successful completion of Performance Guarantee Tests, closure of all punch points, fulfilment of all contractual obligations, and expiry of the Defect Liability Period.

4.60. COMPLETION OF CONTRACT

The Contract shall be deemed completed only after the issue of the Final Acceptance Certificate by GIPCL, confirming that all works have been executed in full accordance with the Contract, all defects during the DLP have been rectified, and all contractual obligations have been fulfilled.

4.61. GIFTS AND COMMISSIONS

The Contractor shall not offer any gift, commission, gratification, benefit, loan, fee, or reward to any officer, employee, or agent of GIPCL. Any breach of this clause shall entitle GIPCL to terminate the Contract and forfeit all securities.



4.62. LIMITATION OF LIABILITIES

Notwithstanding any other provisions of the Contract, the aggregate liability of the Contractor to GIPCL under the Contract (excluding liability for fraud, wilful misconduct, or death/injury of persons) shall be limited to the Contract Price. Neither party shall be liable to the other for indirect, consequential, or punitive damages.

4.63. CHANGES IN WORK / VARIATION ORDERS

1. GIPCL reserves the right to order Changes in Work (additions, deletions, modifications) within the general scope of the Contract. All changes shall be authorized by a written Change Order signed by GIPCL. No changes shall be executed by the Contractor without a written Change Order from GIPCL.
2. The value of changes shall be determined by agreement between GIPCL and the Contractor based on rates in the Contract Schedule or market rates, failing which by the Engineer's assessment.

4.64. FILL OF OILS, LUBRICANTS ETC.

The fill of oils, lubricants, greases, chemicals, and other consumables required for cold commissioning, hot commissioning, and PG testing of all equipment shall be in the Contractor's scope at no extra cost to GIPCL.

4.65. TOOLS AND TACKLES

The Contractor shall provide all tools, tackles, scaffolding, lifting equipment, and specialized tools and devices required for erection, testing, commissioning, and PG testing of the equipment. Special tools and tackles required for normal O&M of the system shall be handed over to GIPCL at no extra cost.

4.66. PROTECTIVE GUARDS

All rotating and reciprocating parts of equipment shall be provided with adequate safety guards in accordance with the Factory Act and applicable safety regulations, and to the satisfaction of GIPCL.



4.67. DESIGN IMPROVEMENTS

The Contractor shall incorporate all standard design improvements and modifications to the equipment and systems at no additional cost to GIPCL, up to the date of dispatch from manufacturer's works.

4.68. PRESERVATIVE SHOP COATING

All machined and unpainted metallic surfaces shall be treated with a suitable preservative coating to protect them from corrosion during storage, transportation, and erection.

4.69. BANKRUPTCY

If the Contractor becomes insolvent, makes a composition with creditors, or has a liquidation order made against it, GIPCL may terminate the Contract without any liability and shall be entitled to complete the Works by other means at the Contractor's risk and expense.

4.70. ENFORCEMENT OF RIGHTS

Failure by GIPCL at any time to enforce the provisions of the Contract or to exercise any option available to GIPCL shall not be construed as a waiver of such provisions or options, and such shall not in any way affect the validity of the Contract.

4.71. NO WAIVER OF RIGHTS

No relaxation, forbearance, delay, or indulgence by either party in enforcing any term or condition of the Contract, or the granting of time by either party, shall prejudice, affect, or restrict the rights of that party under the Contract.