



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

**VOLUME – I
SECTION 5
SPECIAL CONDITIONS OF CONTRACT (SCC)**

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

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

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



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5.1 SPECIAL CONDITIONS OF CONTRACT – PREAMBLE

The Special Conditions of Contract (SCC) supplement and/or modify the General Conditions of Contract (GCC) – Volume I, Section 4. In the event of any conflict or inconsistency between the SCC and the GCC, the provisions of the SCC shall prevail and govern the Contract. Where the SCC is silent on any matter addressed by the GCC, the provisions of the GCC shall continue to apply in full.

The SCC shall be read in conjunction with all other Contract Documents and are specific to the Work of 'Design, Engineering, Supply, Construction, Commissioning and Dismantling works of Package A, B, C & D – New Lignite Feeding System near Plant End (Installation of New Feeder Breaker), Associated Works, and Contingency Feeding Arrangement (Surface Feeder) for GIPCL-SLPP Phase-I, R&M and Life Extension (LE)'.

5.2 DEFINITIONS AND INTERPRETATIONS

1. Specific Definitions

In addition to definitions provided in the GCC, the following specific definitions shall apply to this Contract:

“Owner” / “GIPCL”:

means Gujarat Industries Power Company Limited (GIPCL), having its registered office at Vadodara, Gujarat, acting through its authorised representatives.

“Plant” / “SLPP”:

means Surat Lignite Power Plant (SLPP), (4 × 125 MW) located at Village: Nani Naroli, Taluka: Mandvi, District: Surat, Gujarat.

“Contractor”:

means the Bidder to whom the Contract is awarded by GIPCL for execution of the Works described herein.

“PMC” / “Consultant / OWNER’S ENGINEER”:

means Agency appointed as Project Management Consultant (PMC) for R&M and LE of GIPCL-SLPP Phase-I.

“Engineer-in-Charge” (EIC):



means the officer/representative designated by GIPCL or PMC to supervise, inspect, and certify work at site.

“Contract Price”:

means the fixed and firm Lump Sum price inclusive of all taxes, duties, GST, freight, insurance, and all other charges as specified in the LoA/Lol/WO.

“LOA / Lol / WO”:

means Letter of Award / Letter of Intent / Work Order issued by GIPCL to the successful bidder.

“DLP”:

means Defect Liability Period as defined under this SCC.

“Feeder Breaker System”:

means the complete new Lignite Feeding System near Plant End comprising the new Feeder Breaker, slow-speed conveyor system with higher belt width, new ramp, and all associated civil, structural, electrical, and C&I works (Package A); along with associated works (Package B) and contingency surface feeder arrangement (Package C) and dismantling work (Package D).

“Phase-I LHS”:

means the existing Lignite Handling System of Phase-I (BCN-M1A etc.) supplied by M/s ThyssenKrupp, commissioned in Year 1999–2000.

“Phase-II ELHS”:

means the External Lignite Handling System at Plant End supplied by M/s FLSmidth & M/s Elecon Engineering, commissioned in Year 2011–12.

“PG Test”:

means Performance Guarantee Test to demonstrate and verify guaranteed parameters of the completed new Lignite Handling System (LHS).

“GST”:

means Goods and Services Tax as applicable under the laws of India.



2. Language and Law

The Contract and all documents, correspondence, and proceedings related thereto shall be in the English language. The Contract shall be governed by and construed in accordance with the laws of India.

5.3 SCOPE OF CONTRACT

1. General Scope

The Contract is a turnkey EPC (Engineering, Procurement, and Construction) contract. The Contractor's scope shall include but not be limited to the following:

- a) Site survey, topographic survey, sub-soil investigation, and assessment of existing systems (Phase-I and Phase-II LHS) including interfacing and integration studies.
- b) Detailed design, engineering, and preparation of all drawings, calculations, and documents for the new Lignite Feeding System (Package A) and associated Package B, C & D works.
- c) Procurement, manufacture, supply, and transportation to site of all equipment, materials, and components as per Technical Specifications (Volume II).
- d) Construction of new Ramp near Plant End suitable for the new Feeder Breaker, and all civil/structural foundations, buildings (Electrical & C&I building for switchgears), and associated civil works under Package A; and all associated works under Package B (weigh bridge, approach road, lighting, RFID, firefighting etc.) and Package C (surface feeder installation) and dismantling work (Package D).
- e) Erection, installation, cabling, and wiring of all mechanical, electrical, and Control & Instrumentation (C&I) equipment.
- f) Modification of the existing Phase-I conveyor system as required for seamless interfacing and integration with the new Feeder Breaker System (Package A).



- g) Supply and installation of Surface Feeder for contingency feeding (temporary feeding) arrangement in Phase-I system, along with all associated works for installation and commissioning (Package C).
- h) Pre-commissioning checks, Cold Commissioning, Hot Commissioning / Trial Operation, and Performance Guarantee (PG) Testing of the complete new system.
- i) Submission of As-Built drawings, O&M manuals, test reports, and all contractual documentation.
- j) Training of GIPCL's O&M personnel for operation and maintenance of the new system.
- k) Handing over the complete new system to GIPCL in operational condition.

2. Key Technical Parameters (Minimum Guaranteed)

The Contractor shall design, engineer, supply, and commission the new Feeder Breaker System meeting at minimum the following guaranteed parameters:

Sr.	Parameter	Qty.	Specification / Guaranteed Value
1	Ramp	1 No.	New RCC ramp near Plant End suitable for the new Feeder Breaker; suitable for unloading lignite from dumper; seamless interface with existing Phase-I system.
2	Feeder Breaker (VFD drive)	1 No.	1200 TPH; with VFD drive; capable of handling ROM lignite.
3	Conveyors with Drive	1 No.	1200 TPH; slow-speed conveyor with higher belt width; maximum belt speed 1.5 M/s for effective stone removal; interface with existing Phase-I system.
4	Electrical & C&I Building	1 No.	For switchgears and control panels; as per electrical/C&I specifications.
5	Surface Feeder (Package C)	1 No.	Supply & installation of surface feeder for contingency feeding arrangement in Phase-I system; associated works for installation & commissioning.
6	Surface Feeder Capacity	1 No.	1000 TPH.



3. Package-wise Scope

The Contract is awarded on a fixed Package A, B, C & D basis as described in the NIT (Volume I, Section 1). Bidders shall quote for the complete scope of all four packages. No separate bidding options are applicable. The Contract shall be executed as a single EPC/Turnkey Contract covering Package A (new Lignite Feeding System near Plant End), Package B (associated works), and Package C (surface feeder for contingency feeding arrangement) and dismantling work (Package D). GIPCL may consider split contract with an umbrella contract to ensure tax efficient contract structure without diluting the intent of the single point responsibility of the total contract.

Further owner reserves the right to discuss and finalize separate contracts (if any) with successful bidder.

5.4 CONTRACT PRICE AND PRICE BASIS

1. Fixed Lump Sum Price

The Contract Price shall be a firm and fixed Lump Sum price (inclusive of all applicable taxes, duties, GST, cess, freight, insurance, packing, forwarding, erection, commissioning, testing, and all other charges) for the complete scope of work as defined in the Contract Documents. No variation in the Contract Price shall be permitted except as provided under the Statutory Variation in Taxes clause.

2. Contract Value

The actual Contract Price shall be as quoted by the Contractor in the Price Bid (as fixed after e-Reverse Auction) and accepted by GIPCL through the LoI/LoA/WO.

3. Quoting Basis

Bidders shall quote their Price Bid in lump-sum price (Arithmetic sum of Package A+B+C-D). Bidder to quote buy back price for package-D. Based on quoted price of bidders, L1, L2 & L3 bidders shall be eligible for further process of E-Reverse Auction. In E-Reverse Auction, Bidder can quote their offer price in percentage (%) above (+), equal to (0.00%), or below (–) on given price including GST or as per the instructions in the Bid Documents. The final competitive price shall be received through E-Reverse Auction.



4. TDS and Statutory Deductions

All statutory deductions, including Tax Deducted at Source (TDS) as applicable under the Income Tax Act and other applicable laws, shall be made from each payment as per prevailing statutory provisions. GIPCL shall issue TDS certificates to the Contractor in the prescribed form and within the time stipulated by law.

5.5 SECURITY DEPOSIT / PERFORMANCE BANK GUARANTEE (SD/PBG)

1. Amount and Submission

The Successful Contractor/Bidder shall submit a Security Deposit cum Performance Bank Guarantee (SD/PBG) of 10% (ten percent) of the Total Contract Price (without GST), within two (2) weeks from the date of issuance of Lol / LoA / Work Order by GIPCL.

2. Form and Format

The SD/PBG shall be furnished as a Bank Guarantee from a Scheduled Commercial Bank (as per the approved list of GIPCL) strictly as per the format prescribed in Appendix (Refer list of appendices) of Volume I, in favour of Gujarat Industries Power Company Limited (GIPCL). The Bank Guarantee shall be unconditional, irrevocable, and en-cashable on demand.

3. Validity

The validity of the SD/PBG shall be for a total period of Forty Eight (48) months (Thirty Six (36) months contract period + Twelve (12) months Defect Liability Period) from the date of Lol / LoA / Work Order, and shall be further extended by the Contractor (without any additional cost to GIPCL) to cover the actual completion of Works and the Defect Liability Period (DLP), as directed by GIPCL.

4. Forfeiture

GIPCL shall be entitled to invoke and en-cash the SD/PBG in the event of non-performance, breach of contract, failure to rectify defects during DLP, or any default by the Contractor as provided in the Contract. The Contractor shall renew the BG before its expiry; failure to do so shall entitle GIPCL to en-cash the existing BG.



5.6 TAXES, DUTIES AND STATUTORY LEVIES

1. All-Inclusive Price

The Contract Price is inclusive of all taxes, duties, GST, customs duty, octroi, levies, cess (if any), etc and all other statutory charges as applicable on the date of bid submission. The Contractor shall be solely responsible for payment of all taxes applicable to the Works.

2. GST Compliance

The Contractor shall be a registered GST taxpayer and shall furnish valid GSTIN details to GIPCL. GST shall be charged on all invoices as per the applicable GST rates and shall be paid/reimbursed by GIPCL only against valid GST-compliant invoices. The Contractor shall ensure timely filing of GST returns and credit of input tax to GIPCL. In case of failure to file returns or reverse ITC due to Contractor's default, any GST liability arising to GIPCL shall be recoverable from the Contractor.

3. Permits and Licenses

The Contractor shall, at its own cost and expense, obtain all necessary statutory permits, licenses, approvals, and clearances required for execution of the Works, including permissions under Factory Act, Pollution Control Board norms, Electricity Act, Forest clearances (if any), and any other applicable regulations.

5.7 PRICE ESCALATION

1. No Price Escalation

The Contract Price is firm and fixed for the entire Contract period of Thirty (30) months (extendable up to Thirty Six (36) months) from Lol / LoA / WO date. No price escalation shall be permitted on any account including but not limited to increase in material costs, labour costs, fuel costs, exchange rate fluctuations, or for any other reason whatsoever, except as provided under the Statutory Variation in Taxes clause.

2. Statutory Variation in Taxes

In the event of any new statutory imposition or statutory increase in the rate of any existing tax, duty, or levy (other than GST structure changes) by the Government of India or Government of Gujarat, occurring after the date of submission of Bid but



within the original Contract period, GIPCL shall reimburse or adjust such variation upon submission of documentary evidence by the Contractor. Any reduction in applicable taxes shall correspondingly be passed on to GIPCL.

Beyond the original Contract period (i.e., after 30 months from LoI/LoA/WO date), no statutory variation in taxes shall be admissible if the delay in completion is attributable to the Contractor.

5.8 CONTRACT PERIOD AND TIME SCHEDULE

1. Contract / Completion Period

The total Contract period for completion of all Works, including commissioning and Performance Guarantee (PG) Test, shall be Thirty (30) months and can be extended up to Thirty Six (36) months from the date of issuance of LoI / LoA / Work Order by GIPCL.

Package A	24 Months
Package B	12 Months
Package C	08 Months
Package D (part 1)	12 Months (within 4 months after commissioning of Pkg-C)
Package D (part 2)	30 Months (within 6 after commissioning of Pkg-A)

2. Time is of Essence

Time is of essence of the Contract. The Contractor shall strictly adhere to the approved time schedule. Any extension of time shall be granted only in cases of Force Majeure or hindrances attributable solely to GIPCL/PMC, subject to due written notification by the Contractor within 7 days of the occurrence of such event.

3. Detailed Programme

Within fifteen (15) days of LoI / LoA / WO, the Contractor shall submit a detailed L1/L2 PERT/CPM programme (using Primavera P6 or equivalent software) for GIPCL/PMC approval, covering all activities from design through commissioning.



The programme shall be updated monthly and submitted along with the Monthly Progress Report.

4. Monthly Progress Reports

The Contractor shall submit Monthly Progress Reports by the 5th of each calendar month to the Engineer-in-Charge and PMC. Reports shall include physical progress against schedule, issues and risks, resource deployment, upcoming activities, and photographic records.

5.9 TERMS OF PAYMENT

1. Milestone-Based Payment Schedule

Payment to the Contractor shall be made on a milestone basis as per the following schedule, subject to certification by the Engineer-in-Charge / PMC and submission of valid GST-compliant invoices:

Payment Terms – Package-A

SN	Description of Milestone / Stage	Payment Weightage
A1	Design & Engineering (Design Report, L1/L2 PERT, design data/documents, sizing, calculations, equipment selection, drawings, etc.)	1%
A2	Supply of equipment (Ex-works) against Bank Guarantee	20%
A3	Receipt of material/equipment at site on pro-rata basis, after verification and certification	10%
A4	Civil construction at site (mainly Ramp)	30%
A5	Erection of equipment on pro-rata basis including civil construction	25%
A6	Completion of Cold Commissioning & Testing	10%
A7	PG Test & closing of contract	4%

Note: 5% of Package-A shall be retained from each RAB and shall be released after completion of Package D Part-2 i.e. removal of gallery/trestle & associated items after commissioning of new feeding system).



Payment Terms – Package-B

SN	Description of Milestone / Stage	Payment Weightage
B1	Civil work on pro-rata basis	70%
B2	Other work on pro-rata basis	20%
B3	Completion of Cold Commissioning & Testing	5%
B4	PG Test & closing of contract	5%

Payment Terms – Package-C

SN	Description of Milestone / Stage	Payment Weightage
C1	Supply of equipment (Ex-works) against Bank Guarantee	40%
C2	Receipt of material/equipment at site on pro-rata basis, after verification and certification	10%
C3	Erection of equipment on pro-rata basis including civil construction	30%
C4	Other works	10%
C5	Completion of Cold Commissioning & Testing	5%
C6	PG Test & closing of contract	5%

Note: 5% of Package-C shall be retained from each RAB and shall be released after completion of Package D Part-1.

Payment Terms – Package-D (Dismantling & Disposal)

- A. Package D is included within the total EPC Lump-sum price (Package A+B+C-D). In case of positive price bid for package-D, Bidder shall have to deposit 10% of total offered price of package-D to GIPCL (Based on BOQ) in advance one month (1) before schedule commencement time of the package-D, part-1. After completion of every 5% of work, bidder has to deposit the amount to match the overall deposit of 10%. In case of negative price bid for package-D (After E-reverse auction) bidder shall be paid on pro-rata basis based on total BOQ (in MT / %) after removal/dismantling. Basis of BOQ (in MT / %) shall be decided by mutually between GIPCL and Bidder/contractor after award of contract.
- B. Bidder shall have to provide BOQ for review and approval in both the case.



C. Retained amount vide package A & C shall be released as per following work execution vide package D:

Part-1 (5% of Package-C) shall be released after removal of FB, Yard Conveyor, Stacker-Reclaimer and after commissioning of Package C.

Part-2 (5% of Package-A) shall be released after removal of gallery/trestle and after commissioning of Package A.

Note:

A. Contractor shall have to submit the detailed package wise BOQ for approval. The payment shall be made on the approved BOQ and as per above terms of payment.

2. Certification and Payment Period

The Engineer-in-Charge / PMC shall certify invoices within fifteen (15) days of their submission. GIPCL shall make payment within thirty (30) days of the certification date. GIPCL reserves the right to withhold payments proportionate to any disputed, defective, or uncompleted work.

3. Advance Payment

No mobilization or advance payment shall be admissible under this Contract, unless otherwise specifically agreed in writing by GIPCL at the time of award.

4. Deductions from Payments

GIPCL reserves the right to deduct from any payment due to the Contractor any amounts on account of: (a) Liquidated Damages, (b) recovery of any overpayments, (c) amounts due to GIPCL on any account, (d) TDS and statutory deductions, or (e) any other amounts recoverable by GIPCL under the Contract.

5.10 LIQUIDATED DAMAGES (LD)

1. Rate and Cap

In the event of failure by the Contractor to complete the Works within the stipulated Contract period (or such extended period as may be granted by GIPCL), Liquidated Damages (LD) shall be levied package-wise as follows:



- (a) **Package A: Scheduled Completion: 24 months from LOI.** 0.5% of Contract Price of Package-A per week of delay; Maximum LD capped at 5% of total Price of Package-A.
- (b) **Package B: Scheduled Completion: 12 months from LOI.** 0.5% of Contract Price of Package-B per week of delay; Maximum LD capped at 5% of total Price of Package-B.
- (c) **Package C: Scheduled Completion: 8 months from LOI.** 0.5% of Contract Price of Package-C per week of delay; Maximum LD capped at 5% of total Price of Package-C.
- (d) **Package D Scheduled Completion: Within 04 Months after commissioning of Package C** - (Part-1 – Removal of FB, Yard Conveyor, Stacker-Reclaimer after commissioning of Package C): 0.5% of Contract Price of Package-A per week of delay; Maximum LD capped at 5% of Price of Package-A.
- (e) **Package D Scheduled Completion: Reclaimer within 06 Months after commissioning of Package A** - (Part-2 – Removal of gallery/trestle after commissioning of Package A): LD not applicable on this part.

2. Nature of LD

The Liquidated Damages provided herein are pre-estimated genuine loss to GIPCL due to delay in completion and are not in the nature of penalty. The levy of LD shall not relieve the Contractor of its obligations or liabilities under the Contract, nor shall it be a bar to GIPCL's right to terminate the Contract for default.

3. Recovery of LD

GIPCL shall be entitled to deduct LD amounts from any payment due to the Contractor or from the SD/PBG. Recovery of LD shall be without prejudice to any other right or remedy of GIPCL under the Contract or applicable law.

5.11 DEFECT LIABILITY PERIOD (DLP) AND WARRANTY

1. Defect Liability Period

The Defect Liability Period (DLP) shall be Twelve (12) months from the date of issuance of the Taking Over Certificate (TOC) for the complete new Lignite



Handling System (LHS), or from the date of successful completion of PG Test, whichever is later.

2. Contractor's Obligations During DLP

During the DLP, the Contractor shall, at its own cost and expense, promptly rectify and make good any defects, faults, shrinkages, or failures in the Works which are due to faulty design, materials, or workmanship. The Contractor shall commence rectification within 48 hours of receipt of notice from GIPCL and shall complete the same within the period agreed with the Engineer-in-Charge.

3. OEM Warranties

The Contractor shall ensure that all major equipment (Feeder Breaker, conveyors, surface feeder, drives, electrical, C&I equipment etc.) carry manufacturer's warranties for a period not less than the DLP, and shall transfer/assign such warranties to GIPCL in writing as part of the handover documentation.

4. Extension of DLP

In the event of the Contractor failing to rectify any reported defect within the stipulated time, the DLP shall automatically stand extended by the period of such delay. GIPCL reserves the right to carry out rectification through its own resources or third parties and recover the cost from the Contractor.

5.12 PERFORMANCE GUARANTEE (PG) AND PG TESTS

1. PG Test Conduct

The Contractor shall conduct Performance Guarantee Tests on the complete new Lignite Handling System (LHS) under the supervision of GIPCL / PMC (Engineer-in-Charge) and in the presence of GIPCL's O&M representatives, within the time period specified in the approved construction programme and prior to Handing Over.

2. Guaranteed Parameters

PG Tests shall demonstrate achievement of the following minimum guaranteed parameters (not limited to):

- a) Throughput capacity of the Feeder Breaker: 1200 TPH; with ROM lignite.



- b) Throughput capacity of the conveyor system: 1200 TPH at belt speed not exceeding 1.5 M/s.
- c) Seamless and reliable interfacing with the existing Phase-I conveyor system.
- d) Throughput capacity of the surface feeder/reclaim feeder system: 1000 TPH.

3. Procedure and Duration

The Performance Guarantee (PG) Test shall be conducted after successful completion of the no-load trial run of not less than four (4) hours for each equipment item, during which all mechanical, electrical, and interlock checks shall be established to the satisfaction of the Engineer-in-Charge. Subsequently, an on-load PG test of Twenty-Four (24) continuous hours duration shall be carried out on the completely new lignite handling system & surface feeder system at rated capacity. Any interruption attributable to the Contractor's equipment or personnel shall result in the test being restarted from zero; interruptions due solely to the Owner's fault shall be limited to a maximum of two (2) hours, during which the test clock shall be paused. The PG test shall be deemed successful only when all guaranteed parameters for all equipment items are achieved concurrently.

A. Feeder Breaker – Guaranteed Parameters

S.No.	Guaranteed Parameter	Guaranteed Value	Measurement Method
1	Throughput capacity (TPH)	≥ 100% of rated TPH	Belt weigher / weigh feeder
2	Maximum lump size – feed	As per design	Physical measurement
3	Product lump size – discharge	98% passing ≤ as specified	Screen / grizzly check
4	Noise level at 1 m	≤ 85 dB(A)	Calibrated sound meter
5	Vibration – bearing housing	≤ 4.5 mm/s	Vibration meter

B. Belt Conveyor – Guaranteed Parameters



S.No.	Guaranteed Parameter	Guaranteed Value	Measurement Method
1	Throughput capacity (TPH)	≥ 100% of rated TPH	Calibrated belt weigher
2	Belt speed	Within ±2% of rated speed (m/s)	Tachometer / speed sensor
3	Belt tracking / mis-alignment	Within ±50 mm of centreline at all idlers	Visual + alignment gauge
4	Vibration – drive unit bearing	≤ 4.5 mm/s	Vibration meter
5	Noise at 1 m from drive unit	≤ 85 dB(A)	Calibrated sound meter
6	Belt slip at drive pulley	Zero slip at rated speed and full load	Visual / speed sensor comparison

C. Surface Feeder (Reclaim Feeder) – Guaranteed Parameters

S.No.	Guaranteed Parameter	Guaranteed Value	Measurement Method
1	Feed rate / throughput (TPH)	≥ 100% of rated TPH	Weigh feeder / belt weigher on downstream conveyor
2	Vibration – drive unit	≤ 4.5 mm/s	Vibration meter
3	Noise at 1 m	≤ 85 dB(A)	Calibrated sound meter

4. Failure of PG Test

In the event of failure to achieve guaranteed parameters during PG Tests, the Contractor shall rectify the deficiency at its own cost and repeat the PG Test. If the Contractor fails to achieve guaranteed parameters within three (3) attempts, GIPCL reserves the right to accept the system at a reduced Contract Price (in proportion to the shortfall) or to reject the system and invoke the SD/PBG, at GIPCL's sole discretion.



5.13 INSPECTION, TESTING AND QUALITY ASSURANCE

1. Quality Assurance Programme

The Contractor shall submit a comprehensive Quality Assurance (QA) Programme / Quality Plan within 30 days of LoI / LoA / WO for GIPCL/PMC approval. The QA Programme shall cover design, procurement, manufacture, supply, erection, and commissioning stages.

2. Factory Acceptance Testing (FAT)

The Contractor shall carry out Factory Acceptance Tests (FAT) for major equipment at the manufacturer's works. GIPCL / PMC reserves the right to witness FAT. A minimum of fifteen (15) days advance notice shall be given to GIPCL/PMC for witnessing FAT. All costs of FAT (other than travel and accommodation of GIPCL/PMC representatives) shall be borne by the Contractor.

3. Site Inspection and Testing

GIPCL and/or PMC shall have the right to inspect and test all materials and workmanship at any stage of construction, erection, and commissioning. The Contractor shall provide all necessary facilities, instruments, and assistance for such inspections. GIPCL's right to inspect shall not relieve the Contractor of any of its obligations.

4. Rejection of Materials

Any material or workmanship found defective or not conforming to the Technical Specifications shall be rejected by GIPCL / PMC, and the Contractor shall replace or rectify the same at its own cost within the time stipulated by the Engineer-in-Charge.

5.14 INSURANCE

1. Required Insurances

The Contractor shall, at its own cost, obtain and maintain the following insurances throughout the Contract period and DLP:

- a) Refer GCC for details



2. Policy Requirements

All insurance policies shall be from reputed insurance companies licensed by IRDAI. Policy documents shall be submitted to GIPCL within 30 days of LoI/LoA/WO. GIPCL shall be named as co-insured/additional insured in all applicable policies. Non-maintenance of required insurance shall entitle GIPCL to arrange such insurance at the Contractor's cost.

5.15 SITE MANAGEMENT AND SAFETY

1. Resident Project Manager (RPM)

The Contractor shall depute a full-time, competent Resident Project Manager (RPM) with a minimum of 10 (ten) years' experience in handling projects of similar nature and scale. The CV of the proposed RPM shall be submitted to GIPCL/PMC for approval prior to deployment. Any change in RPM shall be with prior written approval of GIPCL.

2. Safety, Health and Environment (SHE)

The Contractor shall comply with all applicable safety, health, and environmental regulations including Factories Act, Electricity Act, OSHA standards, and GIPCL's internal SHE policies at SLPP. A Safety Management Plan shall be submitted for GIPCL/PMC approval within 30 days of LoI/LoA/WO. Any accident, incident, or near-miss shall be immediately reported to the Engineer-in-Charge.

3. Works in Vicinity of Operating Plant

Since the Works are to be carried out within and in close proximity to the operating SLPP Phase-I plant (Units 1 & 2 in operation), the Contractor shall:

- a) Obtain all necessary Permit-to-Work (PTW) / Work Permits from GIPCL before commencement of any work near operating equipment.
- b) Minimise outage durations for interfacing works with existing running systems.
- c) Not disturb or interrupt the fuel supply to Units without prior written consent of GIPCL/EIC.
- d) Comply with all electrical safety procedures for works near energized equipment.



- e) Ensure all temporary works and work areas are barricaded and adequately lit.

5.16 STATUTORY OBLIGATIONS AND REGULATORY COMPLIANCE

The Contractor shall comply with all applicable Central, State, and local laws, statutes, rules, regulations, and bye-laws in force or as may be enacted during the Contract period, including but not limited to:

- a) Contract Labour (Regulation and Abolition) Act, 1970.
- b) Factories Act, 1948 and Gujarat Factories Rules.
- c) Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996.
- d) Minimum Wages Act, Provident Fund Act, ESI Act, and all other applicable labour laws.
- e) Environment Protection Act, Water (Prevention & Control of Pollution) Act, and Air (Prevention & Control of Pollution) Act.
- f) Gujarat Pollution Control Board (GPCB) norms and conditions.
- g) Explosives Act (if applicable for any blasting/demolition work).
- h) Electricity Act, 2003 and Indian Electricity Rules.
- i) Any other applicable statute, regulation, or order of a competent authority.

All costs related to statutory compliance shall be deemed to be included in the Contract Price and no additional claim shall be entertained on this account.

5.17 FORCE MAJEURE

1. Definition

‘Force Majeure’ shall mean any event beyond the reasonable control of either Party, which neither Party could have prevented by exercising reasonable diligence, including but not limited to acts of God, natural calamities (floods, earthquakes, cyclones), war, insurrection, strike (not involving the Contractor’s own employees), epidemic, pandemic declared by competent authority, or action of Government authorities.



2. Notice

The Party claiming Force Majeure shall give written notice to the other Party within 7 (seven) days of the occurrence of the Force Majeure event, stating the nature, likely duration, and effect of the event. Failure to give timely notice shall disentitle the Party from claiming Force Majeure relief.

3. Effect

Upon a valid Force Majeure event being established, the affected Party shall be excused from performance of the affected obligations for the duration of the Force Majeure event. If the Force Majeure event continues for more than 90 (ninety) consecutive days, either Party may terminate the Contract by written notice. In case of termination due to Force Majeure, the Contractor shall be paid for Works satisfactorily completed up to the date of termination.

5.18 VARIATIONS AND CHANGES IN SCOPE

GIPCL / Engineer-in-Charge may, at any time during the Contract period, order variations in the scope of work, including additions, deletions, or modifications. All variations shall be authorised by written Change Order issued by GIPCL / Engineer-in-Charge. No oral instructions shall constitute a valid Change Order. The value of variations shall be mutually agreed before execution, wherever possible, based on applicable rates or by fair assessment. The Contractor shall not be entitled to claim any variation without a written Change Order from GIPCL.

5.19 SUBCONTRACTING

The Contractor shall not assign, sublet, or subcontract the whole or any part of the Contract without the prior written approval of GIPCL. Note: Subletting is NOT allowed for Package A and Package C. Subletting is allowed for Package B and Package D subject to prior approval of GIPCL. Even where sub-contracting is permitted by GIPCL, the Contractor shall remain solely responsible to GIPCL for the entire scope of work, including work executed by sub-contractors. GIPCL shall have the right to reject any proposed sub-contractor on reasonable grounds. The Contractor shall ensure that its sub-contractors comply with all obligations of the Contract, applicable laws, and GIPCL's site procedures.



5.20 CONFIDENTIALITY

The Contractor shall maintain strict confidentiality with respect to all technical, commercial, operational, and financial information of GIPCL obtained during the course of the Contract. The Contractor shall not disclose such information to any third party without the prior written consent of GIPCL. The obligation of confidentiality shall survive termination or expiry of the Contract for a period of five (5) years. The Contractor shall ensure that its employees, sub-contractors, and agents are bound by similar confidentiality obligations.

5.21 PATENT RIGHTS AND INTELLECTUAL PROPERTY

The Contractor shall indemnify and hold harmless GIPCL against all claims, proceedings, damages, costs, and expenses arising from any alleged infringement of any patent, trademark, design right, or other intellectual property right in respect of any equipment, material, process, or method used in the Works. The Contractor shall obtain all necessary licences and permissions for use of any proprietary technology or process. All drawings, documents, and data prepared specifically for this Contract shall become the property of GIPCL upon full payment of the Contract Price.

5.22 LIMITATION OF LIABILITY

Notwithstanding any other provision of the Contract, the aggregate liability of the Contractor to GIPCL under or in connection with the Contract (whether in contract, tort, or otherwise) shall not exceed the total Contract Price. Neither Party shall be liable for indirect, consequential, incidental, special, or punitive damages, except in cases of wilful misconduct, fraud, or gross negligence. The limitation of liability shall not apply to LD levied under the Liquidated Damages clause or to claims arising from the Contractor's obligation to indemnify GIPCL for third-party claims.



5.23 TRAINING OF OWNER'S PERSONNEL

The Contractor shall, as part of the Contract scope and without additional cost, provide comprehensive training to GIPCL's O&M personnel on the operation, maintenance, and troubleshooting of the new Lignite Handling System (LHS) – covering Package A (new Feeder Breaker and conveyor system), Package B associated works, and Package C (surface feeder). Training shall include classroom sessions and hands-on practical training at site. A detailed Training Plan shall be submitted to GIPCL/PMC for approval at least 60 days before the proposed date of commissioning. Minimum number of personnel to be trained shall be as specified in the Technical Specifications or as directed by GIPCL.

5.24 AS-BUILT DRAWINGS AND DOCUMENTATION

The Contractor shall submit complete As-Built drawings, Operation & Maintenance (O&M) manuals, equipment data books, test reports, and all other contractual documentation as specified in the Technical Specifications (Volume II). Final As-Built documents shall be submitted to GIPCL/PMC in four (4) hard copies and two (2) sets of Pendrive (AutoCAD 2000 / MS Office format), within 60 days of issuance of the Taking Over Certificate.

5.25 TAKING OVER AND HANDING OVER

Upon successful completion of all Works including commissioning, PG Tests, submission of As-Built documentation, and training of GIPCL's personnel, the Engineer-in-Charge shall issue a Taking Over Certificate (TOC). The Defect Liability Period shall commence from the date of the TOC. The Contractor shall hand over the complete new Lignite Handling System (LHS) – Package A, B, C & D – along with all spare parts, special tools and tackles (as specified), consumables (oils and lubricants), and documentation to GIPCL in a complete and operational condition.

5.26 GOVERNING LAW AND JURISDICTION

This Contract shall be governed by and construed in accordance with the laws of India. Subject to the Arbitration clause, the courts at Vadodara or Ahmedabad, Gujarat shall have exclusive jurisdiction to settle any disputes arising out of or in connection with this Contract.