



**GUJARAT INDUSTRIES POWER COMPANY LIMITED**

**(Surat Lignite Power Plant)**

**AT & POST NANI NAROLI, TALUKA: MANGROL, DIST: SURAT, PIN 394112**

**(GUJARAT)**

**Phone Nos.: EPABX (02629) 261063 to 261072**

**TENDER DOCUMENTS FOR:**

**Development of Green Belt/Plantation – Development & Maintenance in Zone – I & II Mangrol-Valia & Vastan Mines area of mining for the period of 12 (Twelve) months.**

***Tender No.: SLPP/CSR/AMC/ Green Belt-Mines /Zone- I & II /2019-20***

**INSTRUCTIONS TO BIDDERS & CONDITIONS OF CONTRACT**

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



### NOTICE INVITING TENDER (NIT)

**Tender No.: SLPP/CSR/AMC/ Green Belt-Mines /Zone- I & II /2019-20**

Name of work	Development of Green Belt/Plantation – Development and Maintenance in Zone – I & II Mangrol-Valia & Vastan area of mining for the period of 12 (Twelve) months.
Place of work	Zone – I & II Mangrol-Valia & Vastan Mines area of SLPP, At & Po. Nani Naroli, Taluka Mangrol, Dist. Surat.
Quantity	The successful bidder will be awarded this contract involving total quantities of various items as mentioned against item descriptions in BOQs / schedule of quantity
Period of Contract	12 (Twelve) months w.e.f. issuance of workorder.
EMD	Rs. 75,000/- (Seventy Five Thousand only) by Demand Draft payable at Mosali-Surat/Nani Naroli/Surat or Bank Guarantee in favor of GIPCL from approved Banks mentioned in this tender in subsequent clauses.
Cost of tender document / tender fee	Rs. 3,000/- (Rs. Three thousand only - Non refundable) by Demand Draft in favor of GIPCL payable at Motamiya - Mangrol or Nani Naroli.
Site Visit	Site visit before submission of the bid at GIPCL-Surat Lignite Power Plant, Village: Nani Naroli, Ta. Mangrol, Dist. Surat.
Availability of Tender document	On website: <a href="https://www.nprocure.com">https://www.nprocure.com</a> or <a href="https://gipcl.nprocure.com">https://gipcl.nprocure.com</a> from 05.04.2019
Downloading of tender document from websites	From 05.04.2019 to 29.04.2019 up to 12:59 hrs.
Pre-Bid Meeting:	16/04/2019 at 11.00 hrs.  All the prospective and eligible Bidders are requested to attend the Pre-Bid meeting on 16/04/2019 at 11.00 Hrs at Gujarat Industries Power Company Ltd., Surat Lignite Power Plant, Village: Nani Naroli, Ta. Mangrol, Dist. Surat.  Maximum two members per Bidder may be allowed for the Pre-bid conference.
Last date of on-line submission of offer	29.04.2019 upto 13:00 hrs. from website: <a href="https://www.nprocure.com">https://www.nprocure.com</a> or <a href="https://gipcl.nprocure.com">https://gipcl.nprocure.com</a>



Submission of EMD, Tender fee and other supporting documents for technical bid in physical form in the below mentioned address.	Up to 29.04.2019, 15.00 hrs. – during office hours at office of Surat Lignite Power Plant, Nani Naroli, Dist. Surat.
Date and time for online opening of Techno-Commercial bid (Part-I)	02.05.2019, 09.00 Hrs.
Date and time for online opening of Price Bid (Part II)	09.05.2019, 10.00 A.M.
E-Reverse Auction	E-Reverse Auction will be executed through website: <a href="https://e-auction.nprocure.com">https://e-auction.nprocure.com</a> (Schedule will be intimated later on to eligible bidders).
Date and time of E-Reverse Auction	09.05.2019, 12.00 P.M.

**NOTES:**

1. Amendment / corrigendum of the tender document, the forms, schedules etc. may be done any time by the GIPCL during the period of publication of tender in the website. The Bidders are required to visit the website regularly till the last date & time of bid submission .
2. GIPCL reserves the right to reject any or all the tenders or split the work among the bidders without assigning any reason thereof.
3. The bidders are required to quote the rate strictly as per the terms and conditions mentioned in the tender document, adhering to technical specifications as well. The conditional tender will not be entertained and shall be liable for outright rejection.
4. Information furnished other than what is asked for by us shall be construed as deviation and they lead to disqualification.
5. Bidders have to quote the price strictly in terms of percentage only in price schedule & to be written in space provided for same.
6. The bidders are required to submit their bids on-line in the website <https://www.nprocure.com> or <https://gipcl.nprocure.com>
7. The EMD, Tender fee & other supporting documents to be submitted in physical form would be deposited in the following address.

**Chief General Manager (Mines)**  
**Gujarat Industries Power Company Limited**  
**Surat Lignite Power Plant**  
**At & P.O.: Nani Naroli, Taluka: Mangrol,**  
**Dist. Surat - 394 112, Gujarat.**  
**Phone : (02629) 261063-72.**  
**E-mail: [cgmminesoffice@gipcl.com](mailto:cgmminesoffice@gipcl.com)**



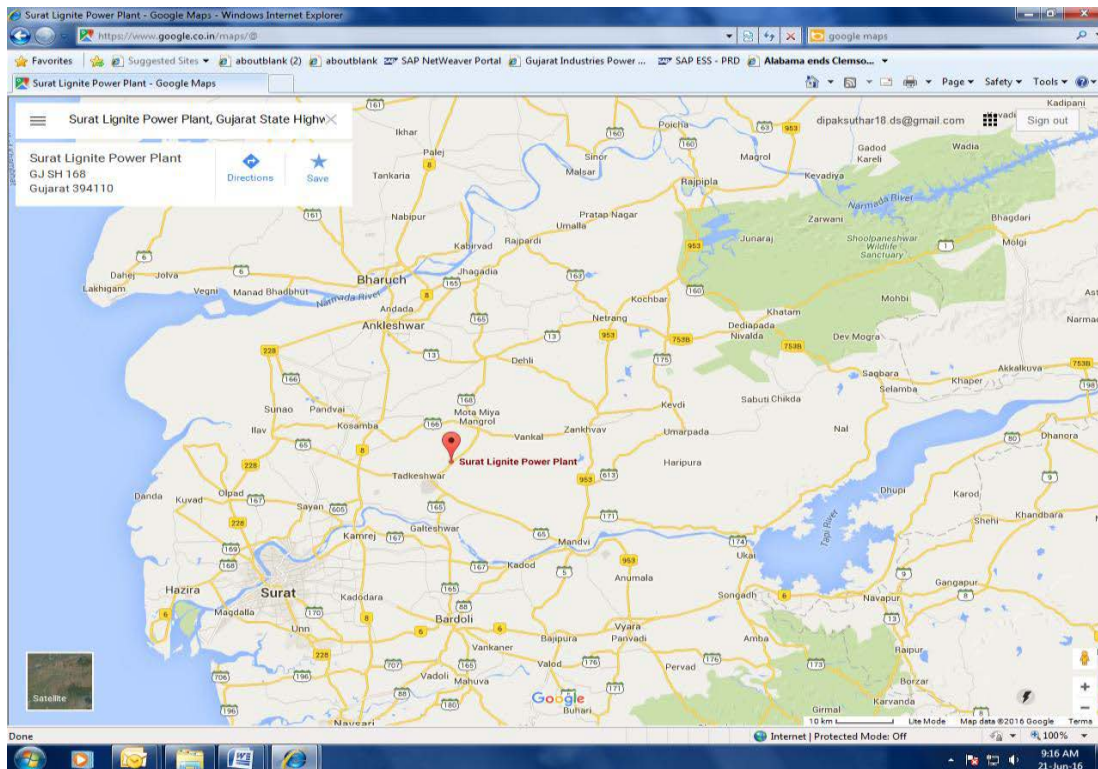
## SECTION-A INSTRUCTIONS TO BIDDERS

### 1. PLANT SYNOPSIS

Gujarat Industries Power Company Limited (GIPCL) (henceforth be named Company/GIPCL), is a Premier Power Utility in the State of Gujarat with an installed capacity of 810 MW, 87 MW Solar Power Plant & 112.4 MW Wind Energy.

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

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



The Company intends to award Annual Rate Contract of Development of Green Belt/Plantation – Development & Maintenance in Zone – I & II Mangrol-Valia & Vastan Mines area of mining for the period of 12 (Twelve) months and is therefore inviting open online tenders offers from experienced & resourceful contractors.



## **2. SCOPE OF WORK**

The scope of work in general comprises Annual Rate Contract of Development of Green Belt/Plantation – Development & Maintenance in Zone – I & II Mangrol-Valia & Vastan Mines area of mining for the period of 12 (Twelve) months.

The details scope of works is given enclosed Section-D & E.

## **3. GENERAL INSTRUCTIONS**

- 3.1 The Bidders who are interested in participating in the tender must read and comply with the instructions and the Terms & Conditions contained in the tender documents.
- 3.2 The Bids shall be filled in by the Bidders clearly, neatly and accurately. Any alteration, erasures or overwriting shall be liable to make the tender invalid unless the same is neatly carried out and attested over the full signature of Bidder. The decision of the Company to interpret the information and rates filled in by the Bidder shall be final and binding on the Bidder.
- 3.3 The Bidders are requested to make themselves fully conversant with the General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Site conditions, Safety & Health Aspects and Norms to be observed etc. before submitting their bids so that no ambiguity arises in these respects subsequent to submission of the Bids.
- 3.4 Before quoting the rates, the Bidder should go through the specifications, scope of work etc. and get himself fully conversant with them. The Bid should include cost of mobilization and cost to adhere to all Safety Norms as described in the tender. No relaxation or request for revision of quoted/accepted rates shall be entertained subsequent to the opening of Bid on account of mobilization or Safety costs.
- 3.5 Bidder has to quote for all the packages of Price Bid. However, GIPCL reserves the rights to allot works of all the packages to a single Bidder or GIPCL may split the contract between two parties for (Package-I & II). In case of splitting of the contract between two parties, the L2 Bidder shall match the rate with L1 Bidder.
- 3.6 Bidder has to submit all the information as per required Bid document. Failure to furnish all the information as per required Bid documents or submission of a Bid containing deviations from the contractual terms and conditions, specifications and requirements, shall be rejected.
- 3.7 The Bids shall be submitted within the time frames set out in the Notice Inviting Tender ('NIT') and Bids submitted thereafter shall not be accepted and considered.
- 3.8 The tender documents shall not be transferable.
- 3.9 The Bidders are expected to examine all instructions, forms, terms & specifications in the Bid documents and to get fully acquainted themselves with all the conditions and matters which may affect the subject matter of the work/tender or the cost thereof. If any Bidder finds any discrepancies or omissions in the specifications and documents or any doubt in true meaning or interpretation of any part, he shall seek necessary clarifications in writing or during site visit / Pre-Bid meeting if required.
- 3.10 Conditional offers shall not be considered and liable to be rejected.
- 3.11 The Company reserves the right to extend the deadlines for submission of the Bids by giving amendments.
- 3.12 A Pre-Bid meeting will be organized by the Company as per details given in NIT (Notice Inviting Tender) at GIPCL - SLPP. Bidders or his authorized representative with



- authorization letter shall attend the Pre-Bid meeting. Bidders may seek any clarifications from the Company on their written request regarding the tender document.
- 3.13 During evaluation of Bids the Company may, at its discretion ask the Bidder (s) for clarification of their Bid. The request for clarification and the response shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted.
- 3.14 The Company reserves the right to amend/ modify the Bidding documents at any time prior to the deadline for submission of Bids, either at its own discretion or in response to the clarification requested by a prospective Bidder. In such case, the Company may in its discretion extend the deadline for submission of Bids in order to facilitate the prospective Bidders for incorporating the effect of the amendment in their Bids.
- 3.15 The Bidders shall bear all costs and expenses associated with the preparation and submission of their respective Bids, to attend meetings or conferences, if any, including any pre award discussion with the successful Bidder, technical and other presentations etc. and the Company shall not be liable for any expense thereof.
- 3.16 If the successful Bidder is a joint venture, formed of two or more companies, the Bidder along with the partners shall accept joint and several responsibilities and liabilities for all obligations under the Contract.
- 3.17 Timely and satisfactory completion of the work and strict adherence to the allotted time frames for jobs shall be the essence of the contract.
- 3.18 The Company reserves the right to qualify/disqualify any applicant without assigning any reason.
- 3.19 The Bidder shall be disqualified if any untrue statement or misrepresentation is made in the Bid forms, attachments and other supporting documents submitted by the Bidder.
- 3.20 **To participate in e-Reverse Auction, bidders have to register on nProcure's e-Auction Portal: <https://e-auction.nprocure.com>.**
- 3.21 **After e-Reverse Auction process, L1 bidder shall be decided on lowest offered rate amongst other bidders during specified e-Reverse Auction process**

#### **4. SITE VISIT**

**It is perquisite and necessary for all interested bidders to visit the site after downloading the tender copy from website: <https://www.nprocure.com> or <https://gipcl.nprocure.com> or [www.gipcl.com](http://www.gipcl.com) to understand the actual working conditions, compliance related to labour, safety etc... before submitting their offer. Failing which, any consequential liabilities arising will be to bidder's account.** The Bidders shall examine the site of works and its surroundings at his/her own responsibility. The bidders shall collect information that may be necessary for preparing the Bid and entering into a contract. All costs and liabilities arising out of the site visit shall be at Bidder's account.

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

The submission of tender by a contractor implies that he has read these instructions, conditions of the contract etc. and has himself aware of the scope, nature of works &





specifications of the works to be done. GIPCL will not, therefore after acceptance of contractor's rate, pay any extra charges for any other reason in case the contractor is found later on to have misjudged the site conditions.

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

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

BIDDER shall inspect the site, examine and obtain all information required and satisfy himself regarding matters such as access to site, communication, transport, working condition including constraint of work place, confined area, importance of work, working conditions, safety requirements, the type and number of equipment and facilities required for the satisfactory completion of work, the quantity of various items of the work, the availability of local labour, availability and rates of material, local working conditions, uncertainties of weather, obstructions and hindrances that may arise, etc which may affect the work or cost thereof, before submission of his Bid. Ignorance of site conditions shall not be accepted by the GIPCL as basis for any claim for compensation. The submission of a Bid by the BIDDER will be construed as evidence that such an examination was made. Any later claims / disputes in regard to rates quoted shall not be entertained or considered by the GIPCL.

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

## **5. ELIGIBILITY CRITERIA**

After opening of Part-I i.e. pre-qualification bid, the following criteria will be adopted for qualifying the bidders for taking part in further proceedings.

- 5.1 Bidder should possess minimum **Two years** of similar type of plantation work experience (as per following Cl. No. 5.2) in similar nature of jobs in Industries and should enclose proof of the same. Bidder shall submit necessary evidence for the same like attested copies of work orders along with work completion certificates from clients. The work completion certificate shall comprise of order value and executed value. Bidders should have executed the work directly. The work executed as a sub-contractor or subletting agency shall not be taken in to consideration.

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

- 5.2 Bidder should produce evidence of having experience of successfully completed similar works as defined hereunder during last two years out of last five years ending last day



of the month previous to the one in which tender is invited, satisfactory progress of ongoing works etc. secured from clients along with certified copies of documentary evidence preferably photo copies of work experience. The experience should be either of the following:

a) One similar completed work each costing not less than the amount equal to 80% of the total estimated cost.

OR

b) Two similar completed work each costing not less than the amount equal to 50% of the total estimated cost.

OR

c) Three similar completed work each costing not less than the amount equal to 40% of the total estimated cost.

Bidder shall have to submit satisfactory work completion certificate from the client. Experience as a sub-contractor will not be allowed and Price Bid of such Bidders will be rejected.

5.3 **Tender fee:** The tender fee shall be accompanied in form of Demand Draft.

5.4 **EMD:** The EMD shall be accompanied in the form of DD or Bank Guarantee given by Bank as described in subsequent clause no. 8.

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

5.6 **Bidder should have minimum annual turnover of Rs. 16.00 lakhs (30% of estimated value) for last three financial years** Bidder shall furnish annual audited financial statement duly certified by Chartered Accountant for the last three financial years to demonstrate the financial healthiness of the company. The balance Sheet must be in the name of the company. Any type of MOU for this purpose will not be entertained.

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

5.7 The Net worth at the end of the last financial year should be positive.

5.8 The Bidder has to submit INCOME TAX Permanent Account Number (PAN) of the firm. Copies of the same shall be submitted.

5.9 Bidder has to submit GST registration number. Copy of the same shall be submitted.

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

5.11 **ADDITIONAL PRE QUALIFICATION CRITERIA**

1 If Bidder or its Partner(s) or Director(s) is /are/was in any Litigation(s), Court Case(s) or Arbitration(s), either completed or under progress during last five(5) years or Black Listed / Deregistered / Stopped or banned from dealing in the past by any Govt. of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat





supported companies / undertakings / organizations, Bid of that party will be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage.

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

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

## **6. PRE-BID MEETING**

GIPCL proposes to hold a pre-bid meeting to clarify queries and furnish replies to the questions/ observations, if any raised by the Bidders on the tender. The meeting will be held at Gujarat Industries Power Company Ltd., Surat Lignite Power Plant, At Post : Nani Naroli, Taluka Mangrol, District Surat (Pincode 394 112) (Gujarat) on the date and time as per NIT. The queries, if any is to be sent for submission of clarifications in the Bid document (Microsoft Word Format and PDF Both) to Chief General Manager (Mines) so as to reach at least four days before the scheduled date of pre-bid meeting. It is not mandatory to attend the meeting but it would be in the interest of Bidders to do so. It is also advisable for Bidders to visit the Site before the pre-bid meeting.



## **7. LANGUAGE OF BID**

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

## **8. EARNEST MONEY DEPOSIT (EMD) & TENDER FEE**

8.1 An EMD of Rs. 75,000/- (Rupees Seventy five thousand only) and Tender fee of Rs. 2,000/- (Rs. Two thousand only - Non refundable) shall accompany with bid. The Tender fee & EMD shall be in the form of crossed bank Demand Draft in favor of Gujarat Industries Power Co. Ltd. as per following details:

<b><u>Bank</u></b>	<b><u>Payable at :</u></b>
1. Bank of Baroda	Mosali, Dist: Surat
2. State Bank of India	Nani Naroli Code no.13423
3. Any Nationalized banks	Surat

**The Tender fee shall be in the form of a crossed bank Demand Draft in favor of Gujarat Industries Power Co. Ltd. or RTGS as per following details:**

<b><u>Bank for Tender fee DD</u></b>	<b><u>Payable at :</u></b>
State Bank of India	Nani Naroli, Branch Code: 13423

### **RTGS detail for Tender fee:**

1. Name of account holder: Gujarat Industries Power Co. Ltd.
2. A/c. No.: 33514692834
3. Name of Bank: State Bank of India
4. Bank address: Utility Building, Nani Naroli, Ta. Mangrol, Dist. Surat. Pin 394110.
5. IFSC code: SBIN0013423
6. MICR code: 394002513

OR for EMD

- 8.2 The EMD, in alternative, may be submitted in the form of irrevocable Bank Guarantee drawn on any Nationalized Bank or ICICI bank, IDBI bank, Axis bank, HDFC bank, Kotak Mahindra Bank, Yes Bank, Ratnakar Bank, IndusInd Bank, Karur Vysya Bank, ING Vysya Bank, DCB Bank, Kalupur Commercial Co-operative Bank Limited, Rajkot Nagarik Sahakari Bank Ltd., The Ahmedabad Mercantile Co-operative Bank Ltd., The Mehsana Urban Co-operative Bank Ltd., Nutan Nagarik Sahakari Bank Ltd. in favour of Gujarat Industries Power Company Ltd. Performa of BG is enclosed herewith in Section-D.
- 8.3 In case, EMD is paid in the form of BG, the same shall be valid for 180 days, after the due date for submission of bid.
- 8.4 The EMD of the successful bidder will be returned after the bidder provides a Security Deposit as required.
- 8.5 The earnest money deposit paid in the form of demand draft/BG will be refunded to the unsuccessful BIDDER as soon as the tender is finalized without any interest.
- 8.6 Any bid not accompanied with EMD, will be rejected. In case, the successful Bidder withdraws the bid within the validity period, the EMD of the bidder will be forfeited



- 8.7 No interest shall be payable on EMD.
- 8.8 The EMD will be forfeited if the BIDDER (i) withdraws his tender after acceptance or (ii) withdraws his tender before the validity date of the tender.

## **9. SUBMISSION OF BIDS**

### **A: MODE OF SUBMISSION**

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

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

**Note: Tender fee and EMD shall be submitted in physical form within three working days after due date of closing of the tender.**

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

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

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

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

- 1. The tender documents duly signed in all pages without price bid along with techno-commercial deviations, if any.
- 2. Proof of experience meeting the minimum eligibility criteria
- 3. Performance certificate issued by clients.
- 4. Previous work order copies.
- 5. Details of present work order (if any)
- 6. Turn over for the last three years, audited annual accounts/financial statements i.e. profit and loss account and balance sheet duly certified by a practicing CA will be required.
- 7. PAN Number.
- 8. GST number/certificate copy.
- 9. Declaration-cum-Undertaking for Compliance of Safety Laws & Regulations and Contractual Disputes / Litigations as per Performa **Annexure-G & Annexure-H** under **Section-F**.

#### **(b) Price Bid:**

- 1. Percentage Rate Price Bid shall be submitted online only.



**Note: Estimate includes cost of all manpower, materials, supervision, equipments, vehicles, consumables, tools & tackles, transportation, Safety, legal & statutory compliance, mobilization, all taxes & duties (except GST) etc.**

2. **Rates will remain firm throughout the contract period and any extension thereof. There will not be any escalation/compensation to the contractor against any revision in MAWR (Minimum Agriculture Wage Rates).**
3. **Contractor shall not pay less than the Minimum Agriculture Wages notified by the Government from time to time to his/her employees of corresponding category.**
4. Contractor shall at his/her expense comply with all labour and industrial laws and such other acts and status as may be applicable to this contract in respect to pay etc. On account of any default in respect of all liabilities and in case of non compliance of the above, the company can withhold their payments till all legal liabilities are discharged.
5. Contractor shall deploy labour/workers & supervisors in sufficient numbers and quality to ensure workmanship of the degree specified in this contract and to the satisfaction of the Company.
6. **Bidder shall have to quote the rates in the form of %age. i.e. “At Estimated Value OR %age below the estimated value OR %age above the estimated value in online Price Bid only.”**
7. Online quoted total amount by bidder shall include applicable GST. Total amount will be derived by considering bidder’s online quoted % rate and quoted GST as per prevailing rates as declared by Central/State Government. Any statutory changes in taxes & duties will be to GIPCL’s account. In case of any reduction and/or removal of taxes, the same shall be passed on to GIPCL.
8. The quantities shown in the Price Bid are approximate for the contract period and may vary as per job requirement.
9. The Bidder shall fill the Bid documents with utmost care in consonance with the instructions contained in the Bid documents.

**(C). E-Reverse Auction:**

- 1) To participate in e-Reverse Auction, bidders should have registered on nProcure’s e-Auction Portal: <https://e-auction.nprocure.com> by selecting auctioneer as GIPCL.
- 2) For conducting e-Reverse Auction, lowest 50% out of total eligible Bidders (rounded to the next higher whole number) or up to 03 (three) nos. of eligible bidders L1 to L3 (whichever is higher) will be invited.
- 3) Original L1 price (without GST) will be declared through nProcure’s e-Auction Portal: <https://e-auction.nprocure.com> to start e-Reverse auction process and final received lowest auction price in the value by e-Reverse auction process will be the final L1 price.
- 4) Minimum decremental value for the e-Reverse auction will be set by GIPCL prior to start of e-Reverse auction and this will be applicable during each reverse bid hit.
- 5) Evaluation of tender will be done on gross total quoted amount with GST.
- 6) Duration for the e-Reverse auction will be 30 Minutes with a provision of extensions for further 15 Minutes at every single reverse bid received during the last 05 minutes, till there is no further reverse bid entry (hit) by the participating Bidders.
- 7) After e-Reverse Auction process, final L1 bidder shall be decided on lowest offered rate amongst other bidders during specified e-Reverse Auction process.
- 8) After e-Reverse Auction process, the original rates quoted by the final L1 bidder for individual items/packages shall be reduced proportionately based on total % reduction from their original quoted gross price v/s price derived after e-reverse auction, keeping GST percentage (%) rate same as originally quoted by final L1 bidder.



- 9) Prorata reduction will be applied in the quoted rates for all the items of SoR after price discovery through e-Reverse Auction.

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

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

**10. MODIFICATION AND WITHDRAWAL OF BIDS**

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

**11. POLICY FOR BIDS UNDER CONSIDERATION**

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

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

- a. The Bid should be kept valid for acceptance for a period of one hundred and eighty (180) calendar days from the last date of submission of Bids.
- b. The submission of any Bid along with the required documents and specifications shall constitute an agreement that the Bidder shall have no cause of action or claim, against the Company for rejection of his Bid. The Company shall always be at liberty to reject or



accept any Bid or Bids at his sole discretion and any action will not be called into question and the Bidder shall have no claim in that regard against the GIPCL.

### **13. OPENING OF BIDS**

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

#### **13.2 Preliminary Examination:**

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

13.2.2 Arithmetical errors will be rectified on the following basis:

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

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

- 14.1 GIPCL shall evaluate the Bids received and accepted by it to ascertain the lowest evaluated Bid in conformity with the specifications of the tender documents.
- 14.2 The Technical Bids will be examined for minor matters regarding qualification of bids. Subsequent to correspondence with the respective bidders, the decision of Tender Committee will be final.
- 14.3 All responses to requests for clarifications shall be in writing and shall be presented to the Company through e-mail or in a sealed envelope on or before the given date requested by the Company. If the Technical clarifications sought by the Company do not reach the Company on or before due date, the Bid will be rejected.
- 14.4 The comparison of all the Bids shall be carried out with reference to the scope of work as per the technical specification. Any deviation/omission shall be evaluated at highest quoted price of the deviation/omission quoted by any of the Bidder. In case a separate price (for omission) is not given by any other Bidder, a reasonable price of the same shall be taken & the same shall be binding to the Bidders.
- 14.5 The commercial deviation, if any, shall be loaded to bring all the Bids at par. The loading shall be carried out at an interest rate of 2% above PLR of SBI.
- 14.6 A Bid to be substantially responsive shall be one which on evaluation confirms to all the terms, conditions and specifications of the Bid documents without any material deviation or reservation.
- 14.7 For the above referred purpose, a 'material deviation' shall be one which:
  - (a) Which affects in any substantial way the scope, quality or performance of the contract, or
  - (b) Which limits in any substantial way and in a manner inconsistent with the Bid documents, GIPCL's right or the Bidder's obligations, under the contract, or





- (c) Whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

**15. RIGHT OF REJECTION OF TENDERS**

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

**16. AWARD OF CONTRACT**

- 16.1 GIPCL will award the contract to that bidder whose quotation has been determined to be substantially responsive and evaluated as the lowest quotation in conformity with the requirements of the specifications and documents contained herein, provided further that the bidder is determined and evaluated to be qualified to perform the contract satisfactorily.
- 16.2 The successful bidder shall be intimated of his selection through the Letter of Intent or Letter of Award/ Work Order which shall be sent to him through e-mail, courier, fax or registered mail.

**17. CONTRACT PERIOD**

- 17.1 The contract will be for a period of 01 year from the date of actual commencement of operation of the contract as stated in the Special Conditions of Contract (‘Contract Period’).
- 17.2 GIPCL reserves the right to extend the Contract Period up to 3 months on the same rates, terms and conditions without any price escalation and entering into any new contract.
- 17.3 The said Contract Period can be extended if mutually agreed upon by both the parties up to one year and in such a case a revised work order shall be issued at the same rates, terms & condition or at negotiated rates acceptable by both parties i.e. the Company & the Contractor.
- 17.4 GIPCL reserve the right to short close the contract at any time by giving one month notice period without assigning any reason whatsoever.

**18. CONTRACT SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE**

As a Contract Security, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Bank Guarantee (PBG)/Contract security deposit in favour of Gujarat Industries Power Company Limited for guarantee amount at ten percent **(10%)** of the “Annual Contract Price” from any Nationalized Bank including Public Sector bank-IDBI Ltd or AXIS Bank, HDFC Bank, ICICI Bank or Kotak Mahindra bank, Yes Bank, Ratnakar Bank, IndusInd Bank, Karur Vysya Bank, DCB Bank, ING Vyasya Bank or The Kalupur Commercial Co-operative Bank Ltd, Rajkot Nagrik Sahakari Bank Ltd, The Ahmedabad Mercantile Co-operative bank Ltd, The Mehsana Urban Co-operative Bank Ltd, Nutan Nagrik Sahakari Bank



Ltd in the format attached in **SECTION-F**, and it shall guarantee the faithful performance of the 'Contract' in accordance with the terms and conditions specified in these documents and specifications. Contract security deposit shall be submitted strictly within twenty one days from the date of Lol or work order, whichever is earlier. The guarantee shall be valid up to retention period of three months from the contract completion date. The Guarantee amount shall be payable to the Company in Bidder's home currency without any condition whatsoever.

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

## **19. ASSIGNMENT AND SUB-LETTING**

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

## **1. CONTRACTOR'S OBLIGATIONS**

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

- (i) The Contractor shall deploy suitably qualified and sufficient manpower for timely & satisfactorily execution of the works under the contract.
- (ii) The Contractor shall deploy sufficient skilled, Semi-skilled and Un-skilled manpower separately to properly complete the job in given/scheduled time.
- (iii) At the time of deploying manpower, the Contractor shall strictly comply all the applicable labor laws/Acts norms including but not restricted to the age of the workers, women workers and shall also ensure that a police verification and security check for all the workmen/labor engaged at the GIPCL site is done and necessary documents regarding the same shall be submitted to the GIPCL's authorized representative/officer-in-charge. Any default in complying with the same or any misrepresentation regarding compliance of the same shall compel GIPCL to initiate appropriate civil or criminal proceedings regarding the same.
- (iv) The Contractor shall also comply with the safety requirements.
- (v) Contractor shall nominate /authorize senior experienced person in writing as Site-In-Charge to co-ordinate with concern GIPCL engineers / officer in-charge and who shall bear overall responsibility for performance of the contract. Such person shall remain always available at site. Contractor has to submit the authority letter and documentary proof for the same.
- (vi) The Contractor shall appoint supervisors who shall co-ordinate with GIPCL's Engineer/Officer-In-Charge for daily entrusted job. They have to maintain daily records dully signed for the works carried out and duly certified by concern Engineer/Officer-In-Charge. The Contractor in co-ordination with the Engineer-In-Charge shall ensure the availability of adequate manpower to carry out the job satisfactorily on a daily basis. As per the instruction of Engineer/Officer-In-Charge they have to allot the work and execute the same in specified time limit.
- (vii) During execution of the works, one or more jobs may be required to be done simultaneously and the Contractor shall mobilize additional resources accordingly.



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

**B: TOOLS & TACKLES:**

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

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

- (ii) For proper execution of the work as per the scope, the contractor is required to maintain sufficient quantity of tools & tackles at site as per day to day work load and emergency situations to complete the work in stipulated time.

**20. CLARIFICATION OF BIDDING DOCUMENTS**

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

**21. TIME SCHEDULE**

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

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

The Bidder is required to carefully examine the specifications and documents, all the conditions and matters work wise & cost wise. If any Bidder finds any discrepancies or omissions in the specifications and documents or is in doubt for any meaning of any part, he shall request in writing for an interpretation/ clarification to the GIPCL or during Pre-bid meeting.

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

**23. PAYMENTS**

All the payments against the work order shall be in Indian currency and payable through cheque or e-payment only.

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

- a. The schedule of rates shall be read in conjunction with Instructions to Bidders, General conditions of contract, Special conditions of contract and Technical specifications.



- b. The quantities given in the schedule of rates are estimated and will be made as per actual work carried out as per the rates of work order.
- c. The method of measurement of completed work for payment shall be in accordance with the method of measurement specified in the Special Conditions of Contract.
- d. No separate amount shall be payable for use of auxiliary equipment incidental to or in day to day operation in the course of fulfillment of contractual obligation of the supplier.

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

## 25. QUANTITIES

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

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

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

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**SECTION-B**  
**INSTRUCTIONS TO BIDDERS FOR ONLINE TENDERING**

- 1 Tender documents are available only in electronic format which Bidders can download free of cost from the website <https://www.nprocure.com> and <https://gipcl.nprocure.com> up to date & time mentioned in NIT.
- 2 All bids (technical and price bid) should be submitted online through the website <https://gipcl.nprocure.com> only. No physical submission of price bid will be entertained as it should be furnished online only. Also no fax, e-mail, letters will be entertained for the same.
- 3 [1] E.M.D. & Tender fee [2] Supporting Documents for Technical Bid should be submitted 'off-line' in sealed covers separately at following address up to the period specified in NIT.  
The Chief General Manager (Mines)  
M/s. Gujarat Industries Power Company Limited  
Village Nani Naroli, Taluka Mangrol,  
Dist. Surat – 394112 (Gujarat)
- 4 Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n)code solutions- a division of GNFC Limited, who are licensed Certifying Authority by Government of India at address mentioned below at clause 5.
- 5 All bids should be digitally signed. The bidders are required to contact at the below mentioned address for detailed training on on-line tendering.  
(n) Code Solutions - A division of GNFC Ltd.  
402, GNFC Infotower, Bodakdev,  
Ahmedabad – 380 054 (India)  
Tel: +91 26857316 / 17 / 18  
Fax: +91 79 26857321  
E-mail: [nprocure@gnvfc.net](mailto:nprocure@gnvfc.net)  
[www.nprocure.com](http://www.nprocure.com)  
Toll Free: 1800-233-1010 (Ext. 501,512,517).
- 6 Kindly note that, valid Digital Signature Certificates is must for all the interested bidders. Online tendering process is not possible without valid digital signature certificate.
- 7 Interested bidders are also requested to complete their procedure for taking digital signature certificate in respect of filling of application form, supporting documents with necessary fees at least 3 days before last date of tender submission.
- 8 (n)code solutions reserves the rights to issue digital signature certificate after verification of application forms / supporting documents submitted by bidder.  
(n)code solutions is fully authorized to issue digital signature certificate to bidders.
- 9 All the bidders who have no facility to participate in online tenders are requested to contact (n)code solutions for the same.
- 10 Free vendor training camp will be organized every Saturday between 4.00 to 5.00P.M. at (n) code solutions-A Division of GNFC Ltd., Bidders are requested to take benefit of the same (Advance Confirmation to (n) code is requested).
- 11 All the correspondence in respect of training, support or digital signature certificate should be addressed to (n)code solutions directly on the above mentioned address

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## **SECTION-C**

### **GENERAL CONDITIONS OF CONTRACT**

#### **1. CONTRACT SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE**

As a Contract Security, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Bank Guarantee (PBG)/Contract security deposit in favour of Gujarat Industries Power Company Limited for guarantee amount at ten percent **(10%)** of the “Annual Contract Price” from any Nationalized Bank including Public Sector bank-IDBI Ltd or AXIS Bank, HDFC Bank, ICICI Bank or Kotak Mahindra bank, Yes Bank, Ratnakar Bank, IndusInd Bank, Karur Vysya Bank, DCB Bank, ING Vyasya Bank or The Kalupur Commercial Co-operative Bank Ltd, Rajkot Nagrik Sahakari Bank Ltd, The Ahmedabad Mercantile Co-operative bank Ltd, The Mehsana Urban Co-operative Bank Ltd, Nutan Nagrik Sahakari Bank Ltd in the format attached in **SECTION-F**, and it shall guarantee the faithful performance of the 'Contract' in accordance with the terms and conditions specified in these documents and specifications. Contract security deposit shall be submitted strictly within twenty one days from the date of Lol or work order, whichever is earlier. The guarantee shall be valid up to retention period of three months from the contract completion date. The Guarantee amount shall be payable to the Company in Bidder's home currency without any condition whatsoever.

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

#### **2. RECOVERY CLAUSE**

- (i) In case of any damage of equipment/machinery due to negligence of contractor or any other reasons attributed to contractor the decision of Engineer/Officer-In-Charge regarding the amount of recovery shall be final and binding subject to a maximum of 10% of contract value. Recovery will be affected from the monthly bills and/or retention money/security deposit.
- (ii) If the contractor fails to execute the work as per directions of Engineer / Officer (I/c) within the time frame given in work order and as per day to day instructions by Engineer/ Officer-in-charge, GIPCL shall get the work done by third party at the risk & cost of the contractor with 15% additional overhead charges of GIPCL.

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

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

#### **4. DEDUCTIONS FROM CONTRACT PRICE**

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





## **5. TERMINATION OF CONTRACT BY GIPCL**

Contractor shall be responsible to complete the jobs within agreed time schedule, in case contractor fails to complete the jobs related to plant operation, GIPCL will engage third party and will recover expenses from contractor's R.A. bills, Security Deposit and / or whatsoever for expenses incurred to complete the job along with additional 15% overhead charges.

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

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

- i. Contractor is adjudged as insolvent.
- ii. Contractor has abandoned the contract.
- iii. Contractor fails to proceed with the work with due diligence as per requirements of the contract.
- iv. Contractor has neglected or failed persistently to observe or perform any of the acts, matters or things, which as per the contract are to be observed and performed by the contractor.
- v. Contractor repetitively violating the safety norms for more than three incidents.
- vi. Any major contradiction of applicable labour laws.
- vii. Any major deviations from contractual terms and conditions including quality of job.

## **6. FAILURE & TERMINATION**

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

If the contractor fails to execute the work or fails to mobilize the resources and equipments as per directions of GIPCL's ENGINEER / OFFICER within the time frame given and/or violating the GIPCL's safety rules & regulations, ENGINEER/OFFICER GIPCL shall get the work done by third party at the risk & cost of the CONTRACTOR with additional 15% overhead charges of GIPCL and all costs incurred in connection therewith shall be recoverable from the CONTRACTOR by the GIPCL's ENGINEER / OFFICER as a debt or may be deducted by him from any money due or to become due to the CONTRACTOR.

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



## **7. SETTLEMENT OF DISPUTES**

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

## **8. INTERPRETATION OF CLAUSE**

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

## **9. EMPLOYEE’S COMPENSATION INSURANCE**

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

Contractor shall also obtain additional off-duty coverage insurance policy for all his workers as per clause no. 16 herein under.

## **10. STATUTORY REQUIREMENTS**

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

1. The Contractor shall provide and be responsible for payment of Wages, Salaries. All employees of the Contractor shall be employee of the Contractor.
2. The Contractor shall maintain all records/registers required to be maintained by him under various laws mentioned above and produce the same before the Authorities whenever required.
3. The Contractor shall also submit periodical reports / returns to the various authorities under intimation to HR& Admn.Dept. and Engineer/ Officer-in-charge, GIPCL.
4. The Contractor shall not pay less than the Agriculture Minimum Wages notified by the Government from time to time to his employees of corresponding categories.



5. The contractor shall take applicable Insurance Policy like Group Accident Policy / Nagrik Surksha Policy & Janta Policy for all his employees working at SLPP. The contractor shall indemnify the company against any liability due to any work injury or accident to any of its employees.
6. The Contractor shall in the event any of his workmen / employee sustains any injury or disablement due to an accident arising out of and in the course of his employment, provide necessary medical treatment and pay compensation.
7. If any of the persons engaged by the Contractor misbehave with any of the officials or the Company or commit any misconduct with regard to the property of the Company or suffer from any serious communicable disease, the Contractor shall replace them immediately.
8. The Contractor shall not engage / employ persons below the age of 18 years. Employment of women shall be strictly according to applicable laws.
9. GIPCL will have right to deduct and disburse the claims of the individual / parties being a principal employer on any account whatsoever in relation to their employment with the contractor. The Security deposit will be released to the contractor at the end of the contractual tenure subject to an undertaking by the contractor that in the event any of his workmen or the heirs of workmen puts up a claim for recovery of money due to him from the contractor before the appropriate authority and the appropriate authority has given a direction for making payment the contractor will meet the same or indemnify GIPCL if in the event GIPCL pays it as Principal Employer.
10. The contractor shall make payment of wages to his employees on fixed date within the period specified, in presence of representative of the company. He will submit a true copy of wage sheet, attendance register on monthly basis for verification and record.
11. The Contractor shall provide Safety items / kits to his employees.
12. The contractor shall be solely responsible for any accident caused to his workers and should adhere to all rules / regulations as per labor laws of Government and other statutory laws as applicable.
13. Contractor shall have to insure his workmen /supervisors etc. under Group Insurance scheme / Nagrik Surksha Policy, Janta Policy.
14. All employees of contractor should maintain due discipline and respect local sentiments. GIPCL reserves the right to direct the contractor to remove any such person who does not comply with it.

**b. LEGAL ASPECTS**

1. Contractor is fully liable for the persons engaged by him for above work; however, GIPCL reserves the right to deduct any amount legally justified towards any liability not fulfilled.
2. Contractor shall indemnify GIPCL from any liabilities arising out of the employment of the manpower.
3. If the contractor fails to complete the allocated job within specified time frame, GIPCL shall get the work done by third party at the risk and cost of contractor.

**11. ACCIDENT TO WORKMEN**

Contractor shall be fully responsible for injury or death of any of your or third party workmen due to any act omission / indiscretion on your part while undertaking the work.



GIPCL shall not be liable for any compensation due to accident, death or injury to any of contractor’s workmen or any third party due to negligence, act or omission on your part.

## **12. GENERAL TERMS AND CONDITIONS**

- a. All tools & tackles, labours, equipments, vehicles, etc... to execute the contract are in the scope of the contractor. The contractor should ensure that tools & equipments are in healthy condition.
- b. The decision of the Engineer/Officer-in-charge shall be final and binding on the contractor for defining the terms and condition included in this contract.
- c. If the work is not found satisfactory, Engineer/Officer-in-charge reserves the right to take suitable action.
- d. Contractor shall depute site supervisors at site as per information given in estimate. They shall co-ordinate with concern GIPCL engineer/officer and shall bear overall responsibility of contract including joint measurement, billing etc.
- e. Contractor shall strictly follow the existing work permit system of the GIPCL and any future revisions.
- f. The contractor has to take insurance policy for their workmen / workers / labourers.
- g. The contractor has to do the job timely. GIPCL shall not compromise in delay. In case of delay of work without any valid reason, the GIPCL reserves the rights to carry out the work by deploying other agencies at the risk & cost of contractor with additional 15% overhead charges.
- h. Contractor shall mobilize the resources as per need. If the contractor fails to mobilize sufficient resources to complete the job in time, GIPCL will execute the job through other agency at the risk and cost of the contractor with additional 15% overhead charges.
- i. Contractor should mobilize all resources for efficient & smooth execution of contract within seven days from the date of issue of Letter of Intent/Work Order.
- j. The prices / item rates quoted (based on quoted % above/equal/below the SoR) shall remain firm till completion of the contract and any agreed extensions thereafter and shall not be subject to any escalation, idle charges for labor, machinery, overhead expenses etc... due to any reason whatsoever. No price escalation / idle charges shall be entertained due to delay in work on unavailability of work front, holding of work for any reason, unavailability of contractor’s supervisor, unsafe act by any of contractor’s worker, negligence & ignorance of safety & quality instructions of GIPCL Engineer/Officer-in-charge or any other reason whatsoever.
- k. One or more jobs may be required to be done simultaneously and contractor shall mobilize additional resources accordingly.
- l. Timely completion of all jobs and works shall be the essence of this Contract. Contractor should closely monitor each activities and complete the jobs as per the time given by and under the supervision of the Engineer/Officer-In-charge and shall ensure that sufficient manpower is deployed for the same.
- m. The contractor has to complete the works as per the planning schedule and their respective supervisor has to interact with Engineer/Officer-In-Charge.
- n. The contractor has to submit daily reports showing work carried out with details of available manpower etc.
- o. Any job other than the listed jobs in work order shall be executed by the contractor on instruction from GIPCL and payment shall be made to the contractor on respective item rate only.



- p. GIPCL is an ISO 9001, ISO 14001, OHSAS 18001 & ISO 50001:2011 (EnMS) certified company, and GIPCL gives extreme importance to maintain these global standards. Contractor shall be required to observe these standards while working with GIPCL. Contractor should ensure that his workmen/labour work in accordance with them.

**13. CONTRACTOR’S SUPERVISION**

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

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

**14. WORK MEASUREMENT/CERTIFICATION**

- a. The Contractor shall be required to furnish satisfactory job completion report to GIPCL. The submission of report should be on monthly basis with the monthly bill payment shall be released based on the certified reports of the works.
- b. Inspection of work will be done by Engineer/Officer-in-Charge or his authorised representative. If the work is not found satisfactory Engineer/Officer-in-charge reserves the right to take suitable action and shall be binding to the contractor.

**15. PUBLIC HOLIDAYS**

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

**16. BENEFIT PAYABLE IN CASE OF ACCIDENT OCCURRING OUTSIDE PREMISES OR BEYOND THE COURSE OF EMPLOYMENT**

The Contractor shall provide an insurance coverage (Medical + Death Benefit) for sum of Rs. 01/- Lakh to all his workmen/labour deployed at GIPCL-SLPP site for the accident taking



place anywhere outside the Company premises or at any place when the workman is not in course of his employment.

**17. FORCE MAJEURE**

The performance of the obligations herein contemplated may be suspended without incurring the penalty in the event of the subsistence of Force Majeure conditions.

If a Force Majeure situation arises, the affected Party shall promptly notify the other Party in writing of such conditions and the performance shall be suspended as per mutual agreement.

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

**18. INDEMNITY**

The Contractor shall indemnify and keep harmless GIPCL from and against all actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever which may be brought against or suffered by GIPCL which it may sustain, pay or incur as a result of or in connection with the performance/ purported performance/ non-performance of the contract by the Contractor.

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

**19. GOVERNING LAW AND JURISDICTION**

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

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

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## **SECTION-D**

### **SPECIAL CONDITIONS OF CONTRACT**

#### **1. DETAIL SCOPE OF WORK & SPECIFICATION**

##### **Scope**

The scope of work covers development of plants, maintenance and protection of plants for 01 (one) year.

##### **Development works :-**

The development works includes supply of specified plants of required size, excavating 1.5 ft x 1.5 ft x 1.5 ft (l x b x h) dug in the ground, backfilling the trench, watering etc complete. The plantation shall be carried out at specified locations of mines areas. The development of all plants (quantity specified under Schedule of Quantity) shall be completed as per schedule given in price bid. For detailed scope please refer Section-E.

##### **Maintenance works :-**

The work of maintenance of plants includes removal of weeds from surroundings, pest control if required, usage of fertilizer or manure as per details given in the Section-E, regular watering of the plants and all such activities as may be required to be undertaken for growth and survival of plants.

##### **Protection Works :-**

The work of protection of plant in the area of mines boundary and dump by engaging protection labour 24 hours x 365 days manner i.e. day and night care. For protection the Contractor shall be responsible for keeping all plants and materials secure from damage by animals or theft. GIPCL's green belt / plantation works are falling in the villages of Tadkeshwar, Nani Naroli, Nana Naugama, Surali, Charetha, Shah, Jhakharda, Dungri, Harsani, Bhilwada, Timberwa, Junabhaga, Navabhaga, Kosmadi, Luna, Dansoli etc. If any loss during protection found than Rs. 200/- per plant will be deducted from party payment. For detailed scope of work & its SOR, please refer Section-E

#### **2. Procedures**

All work specified shall be carried out under the supervision of an experienced landscape tradesman / Mali to the satisfaction of the Site-In-charge.

##### **Planting work includes:**

- (a) Land preparation shall be done by cleaning of plot by doing cultivation and nikiya through tractor, line marking, distance between each plant should be 2.5 meter, pit digging 1.5 ft x 1.5 ft x 1.5 ft (l x b x h).etc as directed by the Site-In-charge.
- (b) Require sapling should arrange by Contractor. Here, if prescribed sapling available at our nursery than it will be supplied to you by charging of Rs. 5 per each sapling and same shall be deducted from your bill. In this case, labour and necessary transportation arrangement shall be done by contractor. Sapling size must be 1.5 ft. to 2.0 ft height.



- (c) Planting of tree species in earmarked area by internal transfer and labour. Plastic from sapling must be removed and by taking care of the root ball being not disturbed. Each sapling must be planted by filling soil and than proper watering must be given. Here, it may be noted that plantation work shall be carried out during monsoon only. If rain water not available then, contractor should make necessary arrangement of watering. Removed plastic should be collected from site and same shall be dumped in one big pit. For taking care of planted sapling necessary wooden stick support must be given.
- (d) Arrangement of water for plantation is in Contractor’s Scope. Plant root systems shall be maintained in a moist condition at all times with particular attention and diligence being maintained at the time prior to and immediately after the planting.
- (e) **Transportation and Storage of Plants:** The loading, transporting and unloading of plants from holding/storage areas to planting sites shall be undertaken in a manner that causes minimal disturbance to the root ball, and the overall stability of the plants. The Contractor shall ensure that all care is taken in the transportation of plants to and from the work site. Plants deemed by the Site-In-charge to have been damaged by the Contractor, through the Contractor’s neglect and/or mishandling, shall be rejected and replaced at the Contractor’s expense. The storage of plants shall be at a site approved by the Site-In-charge. It shall be located in an area protected from wind, dust, vermin and be accessible to an adequate water supply. During transportation and storage, plant containers shall be kept moist at all times. Plants deemed by the Site-In-charge be suffering from stress, due to the Contractors neglect in providing adequate water or for any other reason, shall be rejected and replaced by the Contractor at his expense. For detailed scope please refer Section-E
- (f) **Landscaping:** The places and positions of all plantings shall be set out as per the directions of the Site-In-charge on land prepared for so with proper drainage of excess water. An inspection shall be undertaken by the Site-In-charge prior to the commencement of planting operations.

### 3. **Material**

#### 3.1 **Fertilizer**

Fertilizer shall be arranged by contractor and spreading as per detailed scope of work given in SOR please refer Section-E

#### 3.2 **Plants and Plant Material**

Require plants / saplings should arranged by Contractor. Here, if prescribed sapling available at our nursery than it will be supplied to you by charging of Rs. 5 per each sapling and same shall be deducted from your bill. In this case, labour and necessary transportation arrangement shall be done by contractor. Sapling size must be 1.5 ft. to 2.0 ft height.

#### 3.3 **Species**

Kaseed, Gulmohar, Bengali Babul, Peltofrom, Jambu, and other big leaf forest tree of around 1’.5” to 2’.0” feet heights. For studying the detailed scope of work & its SOR please refer Section-E.



#### **4. Planting Operations**

Unless otherwise directed by the Site-In-charge planting shall not be carried out into dry soil in extreme summer weather conditions. Planting shall take place prior to the onset of the wet season with watering or immediately after first adequate rain after proper land preparation. Plant root systems shall be maintained moist at all times with particular attention being paid during the on-site period prior to and during planting.

The Contractor shall mark proposed planting locations for the approval of the Site-In-charge, a minimum of 7 days before planting is to commence.

Planting holes shall be excavated of minimum dimension 1.5 ft x 1.5f ft x 1.5 ft (l x b x h). During planting and back filling with site topsoil, the backfilling of each hole shall then be completed and lightly compacted by tamping down so that on completion the backfilled area is flush with the natural surface level of the soil. For detailed scope of work & its SOR please refer Section-E.

Immediately after back filling and after planting operation as above has been undertaken, the plant shall receive 20 litres of water per plant, in a manner which causes minimum disturbance to the plants. The detailed scope of work & its SOR is as per Section-E

#### **5. Maintenance**

The Contractor shall water, control weeds, control insects and disease, apply fertilizer and generally maintain the works in good condition regardless of weather conditions in accordance with the provisions and specifications provided. The detailed scope of work & its SOR is specifications is as per Section-E.

##### **5.1 Maintenance Period**

The maintenance period for plantation shall be approx. 10 - 11 months from date of plantation (**‘Maintenance Period’**). The Contractor shall be responsible for all maintenance requirements from the time of seeding and planting upto the end of the maintenance period.

During this period the Contractor shall maintain the plants with due care and diligence, make good all defects and keep the site in a clean and tidy condition to the satisfaction of the Site-In-charge. During the maintenance period the Contractor shall be responsible for keeping all plants and materials secure from damage by animals or theft. The detailed scope of work & its SOR is as per Section-E

##### **5.2 Maintenance Inspections**

Routine maintenance shall be carried out as per specifications mentioned under Schedule of Quantities, in accordance with site requirements and prevailing weather conditions. In addition to routine maintenance visits, the Contractor shall visit the site during periods of adverse climatic conditions or as directed by the Site-In-charge to determine status and effectiveness of maintenance previously carried out, maintenance works in progress and the need for future maintenance activities.



### 5.3 **Records**

The Contractor shall submit a written report to the concerned Site-In-charge with monthly bill. The report shall include date of visit, maintenance works completed, maintenance works in progress and maintenance works required. The report shall also give details of damaged or missing plants together with a location diagram. Observations and/or recommendations for additional work considered necessary for on-going maintenance shall also be included in the report. The requirement or necessity of any particular Maintenance work in addition to those already specifically required under the Contract shall be approved by the Site-In-charge or his representative before work can commence

### 5.4 **Watering**

Contractor has to make his own arrangement for watering of each plant. From commencement of the maintenance period, plants shall be watered as specified under schedule of quantity by arranging water from nearby source or by engaging water tankers. Watering of each plant shall comprise of the application of twenty (20) litres of water per plant to ensure that a distinct level of moisture is maintained. The frequency of watering works may be reduced during periods of adequate rainfall or increased during dry periods and at all times in accordance with the directions of the Site-In-charges The detailed scope of work & its SOR is as per Section-E. If proper watering work shall not be carried out by contractor as per SOR then prescribed amount with 5 % penalty will be deducted from party bill.

### 5.5 **Disease and Insect Control**

During the maintenance period, plants shall be sprayed to control diseases and insect infestation. The Contractor shall obtain the Site-In-charge's written approval to the type of chemical proposed to be used for spraying before spraying is carried out. Spraying shall only be carried out in accordance with the manufacturer's recommendations and only on windless days. The Contractor shall intimate and obtain the approval of the Site-In-charge 24 hours prior to an intended spraying operation. Additional spraying may be directed by the Site-In-charge as required. In no circumstances are pesticides to be used without the written consent of the Site-In-charge. Where required to be used, pesticides and their application shall comply with requirements of the relevant laws and regulations.

### 5.6 **Plant Replacement**

Missing or dead plants, plants in poor condition or plants identified and declared by the Site-In-charge as unsatisfactory shall be removed and replaced by the Contractor, at the Contractor's cost, within 14 days of notification by the Site-In-charge & maximum up to October end. Replacement plants shall be of similar size and quality and of identical species and variety to the plant being replaced unless otherwise directed by the Site-Incharge. Replacement plants shall be planted and watered in accordance with requirements in this Specification.

**For more details on land preparation, saplings requirement, plantation, fertilisers, pesticides, rind work (godkam), water, irrigation, gap filling etc. please refer Section-E.**



### **5.7 Protection**

Protection of older plants including covered under developing should be carried out by contractor by engaging sufficient protection labours 24 hours x 365 days manner i.e. day and night care. For protection the Contractor shall be responsible for keeping all plants and materials secure from damage by animals or theft. GIPCL's green belt / plantation works are falling in the villages of Tadkeshwar, Nani Naroli, Nana Naugama, Surali, Charetha, Shah, Jhakharda, Dungri, Harsani, Bhilwada, Timberwa, Junabhaga, Navabhaga, Kosmadi, Luna, Dansoli etc. If any loss during protection found than Rs. 200/- per plant will be deducted from party payment. For detailed scope of work & its SOR, please refer Section-E.

## **6. Measurements and Payment**

The unit of measurement for tree planting shall be on the basis of 'per live plant' & as per Section-E.

## **7. CONTRACT PRICE**

The total contract price for the scope of work covered in this work order shall be Rs. (Contract Value) (Rupees Contract Value in words) as per price schedule enclosed as Section-E.

Prices and rates shall be as per schedule of quantity (Section E) which include cost of all labour & supervisor, plants, materials along with corresponding statutory liabilities, machinery, equipment, transport charges, loading, unloading, wastage of material, construction water & power, all consumables such as, but not limited to petrol, oil, diesel, lubricants, etc..., pipes, ropes, spade, shallow bucket, & other tools with all taxes (except GST) & duties, overheads/ profits of CONTRACTOR for due performance of the work under this contract and such other costs that are not specifically mentioned herein but will be incurred by the contractor for the satisfactory and timely completion of the work. The rates shall also include the cost involved in the supply of required size specified plants, site preparation, excavation (in all types of soil), backfilling, fertilizing, watering by arranging water tankers and maintenance of trees of the specified size, cost for mobilization/ demobilization of equipments, water tanker, materials, etc...

Prices and rates quoted shall be deemed to include everything necessary for the satisfactory and diligent completion of the work as determined by the SITE-IN-CHARGE. The rates quoted by Contractor shall remain unaltered for the use of any type of material as approved by the OWNER/SITE-IN-CHARGE as per requirement.

The value of work may be increased or decreased depending upon requirement. However, item rate remains unchanged. Under this rate contract, contractor has to execute all work as instructed by the Site-In-charge concerned.

## **8. CONTRACT PERIOD**

The contract period for development & maintenance of plants shall be 12 (Twelve) months from the date mentioned in the Work Order ('Contract Period'). The maintenance period shall be as specified under schedule of Quantity (Section-E) which shall be certified by Site-In-charge.



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

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

## **9. TERMS OF PAYMENT**

9.1 The payment shall be made to the Contractor on a quarterly basis, each quarter comprising of 3 months ('Quarter'), as under:

- (i) Payment of 30% of the scheduled rate shall be payable after the satisfactory completion of plantation work of quantity specified in work order and completion of first quarter in case of only maintenance and protection as per detailed specification.
- (ii) 20% Payment shall be payable after completion of 2<sup>nd</sup> quarter for those trees which are in a healthy state after this period.
- (iii) 20% Payment shall be payable after completion of 3<sup>rd</sup> quarter for those trees which are in a healthy state after this period.
- (iv) The Final 30% Payment shall be payable on completion of the Contract Period for and on the basis of those trees which are surviving healthy at that time.

9.2 Payment for tree protection shall be made in full for carrying out all operations including full compensation for all materials, labour, equipment and incidentals required to complete the works in accordance with the specifications and drawings.

9.3 The contractor shall raise the invoice based on work done and certification record only. The contractor shall raise the invoice with measurement / survey sheet and Joint Measurement / survey records as directed by Site-In-charge along with necessary documents as per aforesaid clause no. 8 & 9. Contractor shall submit following documents along with each bill to the Site-In-charge for certification of bill:-

- (i) Measurement / survey sheet along with joint record of work done.
- (ii) Joint records of work done duly signed by authorized representative of contractor and GIPCL's authorized supervisor (Site-Incharge)
- (iii) Incoming contractor's materials duly stamped by security.
- (iv) Labour deployment details.
- (v) Labour payment sheet.

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



9.4 Payment will be done as per following terms:-

- (i) Payment shall be made against the work executed duly certified by GIPCL within 21 days from the date of submission of invoice complete in all respects as per above terms and on quarterly basis.
- (ii) Income Tax (IT) will be deducted at source from bills as per the rules in force.
- (iii) The contractor shall also furnish the **ANNEXURE- A** (Section-F) enclosed with the tender document along with the RA bill.
- (iv) Contractor shall submit Indemnity Bond & “No Claim No Arbitration” certificate along with final bill.

On clearance of the last RA bill, the Contractor shall submit an indemnity bond acknowledging the receipt of all the due amounts and indemnifying GIPCL from and against all claims in that regard.

**a. Validity and Uniformity of Rates**

The rates shall be valid for a period of 01 (One) years or the Contract Period and shall remain unaltered during the entire Contract Period.

**b. Deductions from Contract Price**

All costs, charges or expenses payable by the Contractor under the terms of the contract or as per the applicable laws, in respect of which he makes default in payment, may be paid by the Company and the Company shall be entitled to recover the same from the Contractor by deducting the said amounts from the Contractor’s monthly RA bills.

**10. QUANTITIES**

The quantity of work may be increased or decreased depending upon manpower requirement. However, the rate shall remain firm throughout the contract period except GST.

The quantities against various items of work furnished in the Schedule of Quantities are only approximate and are based on preliminary estimate. They are meant only for the purpose of having a common base of comparison of various tenders.

**11. CONTRACTOR’S OBLIGATIONS:**

**A: DEPLOYMENT & RESPONSIBILITY OF MANPOWER**

- (i) The Contractor shall deploy manpower suitably qualified and sufficiently numbered for the due and timely execution of the works under the contract.
- (ii) The Contractor shall maintain sufficient skilled and Un-skilled manpower to properly complete the job in given time.
- (iii) Contractor should mobilize all resources for efficient & smooth execution of contract with effect from issuance of LOI/Work order whichever is earlier.
- (iv) The Contractor shall depute its own workmen with proper identification to enter the plant and mines premises after ensuring that the jobs are scheduled.





- (v) At the time of deploying manpower, the Contractor shall strictly observe all the labour law norms including but not restricted to the age of the workers, women workers and shall also ensure that a police verification and security check for all the workmen engaged at the GIPCL site is done and necessary documents regarding the same shall be submitted to the GIPCL’s authorized representative/officer-in-charge. Any default in complying with the same or any misrepresentation regarding compliance of the same shall entitle GIPCL to initiate appropriate civil or criminal proceedings regarding the same.
- (vi) The Contractor shall also be required to comply with the safety requirements and provide his workmen with safety equipment like helmets, masks, gloves, a uniform for properly undertaking the operations involved under this contract.
- (vii) Contractor shall nominate /authorise senior experienced person in writing as site in charge to co-ordinate with GIPCL engineer / officer and who shall bear overall responsibility for performance of the contract. Such person shall function from site office of contractor at SLPP. Contractor has to submit the documentary proof for the same.
- (viii) The Contractor shall appoint a supervisor who shall co-ordinate with GIPCL’s Engineer / Officer In Charge for daily maintenance job. They shall maintain a daily job register which shall be duly certified by Site in charge. The Contractor in co-ordination with the Site-In-Charge shall ensure the availability of adequate manpower on a daily basis. As per the instruction of site in charge they have to allot the work and execute the same in specified time.
- (ix) During execution of the works, one or more jobs may be required to be done simultaneously and the Contractor shall mobilise additional resources accordingly.
- (x) To maintain the frequency of maintenance as mentioned in the specifications, contractor shall mobilize additional manpower, resources accordingly without any cost to GIPCL.
- (xi) During emergency or similar situations the Contractor shall be required to mobilise resources as directed by GIPCL. If the contractor fails to mobilise sufficient manpower to complete the job in time, GIPCL will execute the job through other agency at the risk and cost of the contractor.
- (xii) During working in high risk area like hot lines of steam/ water/ oil the workman must wear a suitable safety apron, safety hand gloves and goggles. It is a supervisor’s responsibility to ensure it without failure.
- (xiii) The Contractor’s employees shall not smoke or light anything within the premises of the GIPCL and carry match box / lighter or any other explosive and /or inflammable material inside the plant.
- (xiv) The Contractor shall indemnify GIPCL from any liabilities arising out of the employment of the manpower.

## 12. **TOOLS & TACKLES**

For proper execution of the work, the contractor is required to maintain sufficient number of tools & tackles including powrahs, thagada, crowbars, trikams, grass cutting tools, tree trimming tools, bucket/drum, rope, PVC / rubber pipes, engine sets, water tanker, etc... in good working condition at site.

For proper maintenance & development of trees the contractor is required to maintain a required quantity of tools & tackles (**“Sharpex” or equivalent approved make only**) in good



working condition at site. For local traditional methods the applicable tools can be allowed after permission of the Site-In-charge.

Contractor shall note that this list is not exhaustive and if any additional tools & tackles are required for proper performance of the contract, the contractor shall also arrange the same immediately with no extra cost to GIPCL.

Arrangement for lighting & power at the work spot while carrying out maintenance activities has to be made by the contractor. He has to arrange all equipments such as power cable, hand lamps, extension boards, etc. The contractor has to take prior approval for taking electrical power supply.

Provision of required chemicals, material, etc. for Plantation work will be in the scope of the contractor.

All the waste material, debris, weeds, generated, should be disposed off to the outside premises or any other designated place on regular basis as instructed by Site-Incharge for which no separate payment will be made by GIPCL.

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

Measurements shall be in accordance with the unit of measurements specified in schedule of quantity up to three decimal place. Payment will be made for actual work done as per field measurements certified by Site-In-charge and on survival basis.

Contractor shall maintain and submit location wise daily manpower deployment with monthly bill as directed by concerned Site-In-charge.

Wherever any dispute regarding mode of measurement arises, the decision of the Site-In-charge shall be final and binding to the contractor.

### **14. COMPLIANCE OF ALL STATUTORY OBLIGATIONS**

- (i) The labour employed by the Contractor for execution of work at the GIPCL site under this contract/tender shall be the Contractor's employees and not the employees of GIPCL and the Contractor alone shall be responsible at his own cost and risk for the due compliance of all the labour laws and other statutory obligations with regard to this contract.
- (ii) The contractor shall at his own cost comply with the provision of labour laws, rules, orders and notifications whether central or state or local as applicable to him or to this contract from time to time. These Acts/Rules include without limitation of the followings.
- (iii) The Contractor shall obtain and keep in place an all risk cover insurance policy. The Contractor shall also obtain an insurance cover of adequate value for third party liability. These insurance policies shall be obtained from and within the jurisdiction of Surat city and shall be assigned to GIPCL site. The same shall be submitted to GIPCL before the commencement of the work.



- (iv) The Contractor shall provide and be responsible for payment of Wages, Salaries, and Insurance. All persons engaged by the Contractor for the performance of the obligations and works under the contract shall be his employees only.
- (v) The Contractor shall also obtain a Group Insurance Scheme / Nagrik Surksha Policy, Janta Policy of adequate value to cover his workmen, supervisors, etc. with regard to any accidents, injury or the liability under the Employee Compensation Act.
- (vi) The Contractor shall observe and be responsible for the compliance of all labour laws, government notifications and shall maintain necessary records for the same and shall submit the same to GIPCL when so required.
- (vii) The Contractor shall ensure that all his employees should maintain due discipline and respect local sentiments. GIPCL reserves the right to direct the contractor to remove any employee of the Contractor who does not comply.
- (viii) The Contractor shall duly maintain all records/registers required to be maintained by him and shall produce the same before the concerned Statutory Authorities whenever required and called upon to do so.
- (ix) The Contractor shall also submit periodical reports to HR&Admn. Dept. of GIPCL.
- (x) The Contractor shall pay remuneration to his employees in accordance with the provisions of the Agriculture Minimum Wages Act and shall in no case pay an amount lesser than that as prescribed or notified under The Minimum Wages by the Government from time to time for the same.
- (xi) The contractor shall take Insurance Policy for all his employees working at SLPP. The contractor shall indemnify the Company against any claim, liability, action, demand or proceedings due to any work injury or accident occurring to any of its employees.
- (xii) The Contractor shall, in the event any of his workmen / employee sustains any injury or disablement due to an accident arising out of and in the course of his employment, provide necessary medical treatment and pay compensation. (xix) If any of the persons engaged by the Contractor misbehave with any of the officials of the Company or commit any misconduct with regard to the property of the Company or suffer from any serious communicable disease, the Contractor shall replace them immediately.
- (xiii) The Contractor shall not engage / employ persons below the age of 18 years. Employment of women shall be strictly according to applicable laws.
- (xiv) GIPCL will have right to deduct and disburse the claims of the individual / parties being a principal employer on any account whatsoever in relation to their employment with the contractor. The Security deposit will be released to the contractor at the end of the contractual tenure subject to an undertaking by the contractor that in the event any of his workmen or the heirs of workmen puts up a claim for recovery of money due to him from the contractor before the appropriate authority will meet the same or indemnify GIPCL if in the event GIPCL pays it as Principal Employer.
- (xv) The contractor shall make payment of wages to his employees in presence of representative of the company. He will submit a true copy of wage sheet and attendance register on quarterly basis to HR&A dept. for verification and record.



- (xvi) The Contractor shall make true and complete disclosures regarding the compliance of all the rules, regulations, notifications, orders in relation to the deployment of labour. Any misrepresentation, false or untrue statement made by the Contractor in this behalf or in the event the Contractor acts or performs the contract in breach of the requirement of the contract terms, shall entitle GIPCL to initiate appropriate civil and/or criminal proceedings against the Contractor and the Contractor shall be solely accountable and liable for the same.

#### **15. SAFETY NORMS TO BE OBSERVED BY CONTRACTOR**

- (i) The Contractor shall observe and comply, with regard to his employees working at the SLPP site, the safety norms as per the safety operating standards Contractor shall observe all the applicable safety and security rules and regulation of the GIPCL which are at present in force and which may come into force during the pendency of the contract. Any violation of any rules and regulations will entail immediate termination of the contract.
- (ii) The Contractor shall ensure that his employees are informed and trained regarding the safety standards to be adopted while operating within the SLPP premises and the Contractor shall brief them regarding the same and regarding the use of the personal protective equipment ('PPE').
- (iii) The Contractor shall be responsible for providing first aid or emergency medical help and treatment to his workmen in the event of any accident or injury.
- (iv) All vehicles shall be operated by licensed drivers only. All vehicles' PUC to be tested as per GOVT-RTO guidelines. All Vehicles must be parked in Parking space designated by GIPCL. If any vehicle is found inside the plant other than the parking area such vehicles shall be handed over to Security dept. and their entry shall be cancelled inside the plant with immediate effect.
- (v) All electrical equipment shall be of good condition and free from any defect. Electrical tools & equipments i.e.. may be checked by the electrical engineer of the contractors regularly, every 6 month at least and report to be submitted to concerned HOD and safety depts.
- (vi) Contractor shall ensure that his workmen/supervisors/site in charge are getting fire and safety awareness training arranged by GIPCL time to time.

#### **16. FACILITIES TO BE PROVIDED BY THE OWNER**

Demarcated Land area for the plantation activities to the extent available for performing the work.

Apart from the above, no other facilities shall be made available by GIPCL and it would be the responsibility of contractor to arrange for all other inputs for satisfactorily completion of the work within the time limit. The contractor shall provide necessary facilities, including accommodation for their labour, supervisors etc. at his own cost



**17. GENERAL CONDITIONS OF CONTRACT**

General Conditions of Contract (Section-C) and detail specifications prepared by the company will be applicable for this contract. The same is enclosed herewith. You are advised to go through the same. Where any portion of the general conditions of contract is repugnant to or at variance with any provisions of the special conditions of contract, then unless a different intention appears, the provision of the special conditions of contract shall prevail to the extent of such repugnancy of variance.

\*\*\*\*\*



## SECTION-E SCHEDULE OF QUANTITIES

**PROJET** : GREEN BELT / PLANTATION  
**MINES** : VASTAN & MANGROL-VALIA  
**ZONE** : I & II  
**PERIOD** : F. Y. 2019-20  
**SPECIES** : FOREST  
**SCHEME** : DEVELOPMENT AND MAINTENANCE  
**PRICE SCHEDULE**

### SUMMARY

Zone	Sr. No.	Particulars	Development Year	Hectares	Nos. Of Trees	Rate	Total Amt.(Rs.)
I	1	<b>Development</b>					
		Green Belt Development Vastan Mines 1.5 Ha.	2019-20	1.5	2250	146.58	329807
	2	<b>Total - Development</b>		<b>1.5</b>	<b>2250</b>		<b>329807</b>
		<b>Protection</b>	2019-20	160.66		10307.50	1656000
		Green Belt Protection Vastan Mines					
		<b>Total - protection</b>		<b>162.16</b>			<b>1656000</b>
		<b>A-Grand Total(1+2)</b>					<b>1985807</b>
II	1	<b>Development</b>	2019-20	4	6000	121.81	730865
		Green Belt Development Mangrol-Valia					
	2	<b>Total - Development</b>		<b>4</b>	<b>6000</b>	<b>121.81</b>	<b>730865</b>
		<b>Protection</b>	2019-20	292.85		7236.47	2119200
		Mangrol-Valia					
		<b>Total-Protection</b>		<b>292.85</b>		<b>7236.47</b>	<b>2119200</b>
		<b>B-Grand total(1+2)</b>		<b>296.85</b>			<b>2850065</b>
		<b>Grand Total (A+B) without applicable GST</b>		<b>459.01</b>			<b>4835872</b>
		<b>Add : Service Charge Above / Below</b>		<b>%</b>			
		<b>Total</b>					



**Annexure : Zone-I Sr. No.1**

**PROJET** : GREEN BELT / PLANTATION  
**MINES** : VASTAN  
**ZONE** : I  
**PERIOD** : F. Y. 2019-20  
**SPECIES** : FOREST  
**AREA** : 1.5 HECTARE  
**NOS. OF TREES** : 2250  
**SCHEME** : DEVELOPMENT YEAR 2019-20

Sr. No.	Particulars	Quatity		Rate	Total Amt.(Rs.)	Quantity	Rate	Total Amt.(Rs.)
1	Land Preparation					2250	7.62	17160
a.	Cleaning work by labour (4 nos.x 4.00 Ha.x Rs.180)	Nos	6	180	1080			
b.	Cultivation (4.00 Ha. x Rs.945 x 2 times)	Ha.	3	960	2880			
c.	Line marking through Nikiya (4.00 Ha. x Rs.1260 )	Ha.	1.5	1510	2265			
d.	Pit digging ( Size 0.30m x 0.30m x 0.30m=0.03 M3 x 180 )	Nos	2250	4.86	10935			
	<b>Total-1</b>				<b>17160</b>			
2	Procurement of Saplings					2250	8.80	19800
a.	Saplings from Nursery (at Nursery site & excluding transporation) (6000 per Ha.x 4.00 Ha.)	Nos	2475	5	12375			
b.	Tranporation of saplings through labour & tractor	Nos	2475	3	7425			
	<b>Total-2</b>				<b>19800</b>			
3	Plantation					2250	3.6	21600
a.	Internal shifting and Plantation	Nos	2250	3.6	8100			
	<b>Total-3</b>				<b>8100</b>			
4	Fertiliser & Peticides					2250	2.17	4882.4
a.	DAP (Per sapling 25 gms-2 times)	Kg.	112	28	3136			
b.	Urea (Per sapling 25 gms-2 times)	Kg.	112	5.95	666			
c.	Labour charges for spreading of DAP & Urea	Nos	6	180	1080			
	<b>Total-4</b>				<b>4882</b>			





Sr. No.	Particulars	Quatity		Rate	Total Amt.(Rs.)	Quantity	Rate	Total Amt.(Rs.)
5	Irrigation - 6 times					2250	37.1	83475
a.	Tractor with tanker	Days	18	1900	34200			
b.	Labour charges (10 Nos.x 48 days)	Nos	180	180	32400			
c.	Soil Mulching & ridges (Kyari) surrounding sapling (6000 sapling x 3 times)	Nos	6750	2.5	16875			
	<b>Total-5</b>				<b>83475</b>			
6	Protection & Maintenance					2250	42.84	96390
a.	Protection Labour - 3 (10 month)	Month	10	5400	54000			
b.	Soil work ( Godkam 6000 Saplings x 6 times)	Nos	13500	2.5	33750			
c.	Weeding & cleaning thru Tractor (Culti tool) 6 times x 4.00 Ha.	Ha.	9	960	8640			
	<b>Total-6</b>				<b>96390</b>			
7	Supervision ( 1 Person - 10 Month )	Month	10	10000	<b>100000</b>	2250	44.44	100000
	<b>Grand Total ( 1 to 7 )</b>				<b>329807</b>	2250	146.58	<b>329807</b>

**Annexure : Zone-I Sr. No.2**

**PROJET : GREEN BELT / PLANTATION**  
**MINES : VASTAN**  
**ZONE : II**  
**PERIOD : F. Y. 2019-20**  
**SPECIES : FOREST**  
**AREA :160.66 HECTERS**  
**NOS. OF TREES :**  
**SCHEME PROTECTION YEAR 2019-20**

Sr. No.	Particulars	Quatity		Rate	Total Amt.(Rs.)	Quantity	Rate	Total Amt.(Rs.)
1	Protection Labour-30(12 Months)	Months	12	108000	1296000	160.66	8066.72	1296000
	<b>Total-1</b>				<b>1296000</b>			
2	Supervision (3 Person-12 Months)	Months	12	30000	360000	160.66	2240.76	360000
	<b>Total-2</b>				<b>360000</b>			
	<b>Grand Total ( 1 to 2 )</b>				<b>1656000</b>	160.66	10307.5	<b>1656000</b>



**Annexure : Zone-II Sr. No.1**

**PROJET : GREEN BELT / PLANTATION**  
**MINES : VALIA**  
**ZONE : II**  
**PERIOD : F. Y. 2019-20**  
**SPECIES : FOREST**  
**AREA : 4 HECTARE**  
**NOS. OF TREES : 6000**  
**SCHEME : DEVELOPMENT YEAR 2019 -20**

Sr. No.	Particulars	Quatity		Rate	Total Amt.(Rs.)	Quantity	Rate	Total Amt.(Rs.)
1	Land Preparation					6000	7.62	45760
a.	Cleaning work by labour (4 nos.x 4.00 Ha.x Rs.180)	Nos	16	180	2880			
b.	Cultivation (4.00 Ha. x Rs.945 x 2 times)	Ha.	8	960	7680			
c.	Line marking through Nikiya (4.00 Ha. x Rs.1260 )	Ha.	4	1510	6040			
d.	Pit digging ( Size 0.30m x 0.30m x 0.30m=0.03 M3 x 180 )	Nos	6000	4.86	29160			
	<b>Total-1</b>				<b>45760</b>			
2	Procurement of Saplings					6000	0.93	5580
a.	Saplings from Nursery (at Nursery site & excluding transporation) (6000 per Ha.x 4.00 Ha.)	Nos	6600	5	33000			
b.	Tranporation of saplings through labour & tractor	Nos	6600	3	19800			
	<b>Total-2</b>				<b>52800</b>			
3	Plantation					6000	3.60	21600
a.	Internal shifting and Plantation	Nos	6000	3.6	21600			
	<b>Total-3</b>				<b>21600</b>			
4	Fertiliser & Pesticides					6000	2.17	13065
a.	DAP (Per sapling 25 gms-2 times)	Kg.	300	28	8400			
b.	Urea (Per sapling 25 gms-2 times)	Kg.	300	5.95	1785			
c.	Labour charges for spreading of DAP & Urea	Nos	16	180	2880			
	<b>Total-4</b>				<b>13065</b>			
5	Irrigation - 6 times					6000	37.10	222600
a.	Tractor with tanker	Days	48	1900	91200			
b.	Labour charges (10 Nos.x 48 days)	Nos	480	180	86400			
c.	Soil Mulching & ridges (Kyari) surrounding sapling (6000 sapling x 3 times)	Nos	18000	2.5	45000			
	<b>Total-5</b>				<b>222600</b>			



Sr. No.	Particulars	Quatity		Rate	Total Amt.(Rs.)	Quantity	Rate	Total Amt.(Rs.)
6	Protection & Maintenance	Month	10	16200	162000	6000	45.84	275040
a.	Protection Labour - 3 (10 month)							
b.	Soil work ( Godkam 6000 Saplings x 6 times)							
c.	Weeding & cleaning thru Tractor (Culti tool) 6 times x 4.00 Ha.	Nos	36000	2.5	90000			
		Ha.	24	960	23040			
	<b>Total-6</b>				<b>275040</b>			
7	Supervision ( 1 Person - 10 Month )	Month	10	10000	<b>100000</b>	6000	16.67	100000
	<b>Grand Total ( 1 to 7 )</b>				<b>730865</b>	6000	121.81	<b>730865</b>

**Annexure : Zone-II Sr. No.2**

**PROJET** : GREEN BELT / PLANTATION  
**MINES** : VALIA-MANGROL  
**ZONE** : II  
**PERIOD** : F. Y. 2019-20  
**SPECIES** : FOREST  
**AREA** : 292.85 HECTERS  
**NOS. OF TREES** :  
**SCHEME** PROTECTION YEAR 2019-20

Sr. No.	Particulars	Quatity		Rate	Total Amt.(Rs.)	Quantity	Rate	Total Amt.(Rs.)
1	Protection Labour-29 (12 Months)	Months	12	156600	1879200	292.85	6416.9	1879200
	Total-1				1879200			
2	Supervision (2 Person-12 Months)	Months	12	20000	240000	292.85	819.53	240000
	Total-2				240000			
	<b>Grand Total ( 1 to 2 )</b>				<b>2119200</b>	292.85	7236.47	<b>2119200</b>



## SECTION-F LIST OF ANNEXURES & FORMS

### 1.0 ANNEXURE-A

#### CHECKLIST FOR PASSING THE BILLS

For the month of :

- |  |   |                           |   |        |
|--|---|---------------------------|---|--------|
| 1) Work Order / P.O. No. & Contract value                      | : |                           |   |        |
| 2) Nature of work  | : |                           |   |        |
| 3) Duration of Work Order                                      | : | From                      |   | to     |
| 4) Maxi. No. of manpower per day deployed in the month.        | : | M                         | F | Total  |
| 5) Documents attached for verification for the previous month. | : | Wage & Attendance Sheets. |   |        |
|  |   |                           |   | Yes/No |
| 7) Security Deposit / Retention Money lying with Co.           | : | Yes / No if yes, Rs.      |   |        |

Date :

Signature of Contractor  
with official stamp



## **2.0 ANNEXURE-B**

### **COMPLIANCE OF LABOUR LAWS**

Statutory compliances on the part of contractor shall be as prevailing & applicable Labour provisions

\*\*\*\*\*



### 3.0 ANNEXURE-C

#### PROFORMA OF BANK GUARANTEE FOR ORDER PERFORMANCE

##### (To be stamped in accordance with Stamp Act)

Ref: .....

Bank Guarantee No.....

Date .....

Bank Guarantee Cover period from ..... to .....

To  
M/s. GUJARAT INDUSTRIES POWER COMPANY LTD.  
At & Post Nani Naroli  
Taluka Mangrol  
Dist. Surat  
Gujarat-394 110.

Dear Sir,

In consideration of the Gujarat Industries Power Company Limited (hereinafter referred to as the Purchaser which expression shall unless repugnant to the context/or meaning thereof include its successors, administrators, and assigns) having awarded to M/s.....having its Registered Office/Principal Office at ..... (address) ..... (hereinafter referred to as the "CONTRACTOR" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns) a Order by issue of Purchaser's Letter of Intent No.....dated.....and same having been unequivocally accepted by the CONTRACTOR dated .....valued at .....for (scope of order) .....and the contractor having agreed to provide a Order Performance Guarantee for the faithful performance of the entire order including for the quality of the materials and/or workmanship, successful commissioning and satisfactory performance of the equipments/system and satisfactory services rendered during the guarantee/warranty period of ..... Months under the said LOI/Order equivalent to..... \* ..... (Percent) of the said value of the order to the purchaser

(Name & address of Bank) .....

having its Head Office at ..... (hereinafter referred to as the "Bank" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors, assigns) do hereby irrevocably guarantee and undertake to pay the Purchaser, on written demand any and all moneys payable by the CONTRACTOR to the extent of (in figures) ..... (in words) ..... as aforesaid at any time up to (days/months/year) \*\*. without any demur, reservations, contest, recourse or protest and/or without any reference to the CONTRACTOR. Any such demand made by the Purchaser on the bank shall be conclusive and binding notwithstanding any difference between the Purchaser and CONTRACTOR of any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

....2



(2)

It shall be conclusive and enough for enforcement of the BANK GUARANTEE on the bank if GUJARAT INDUSTRIES POWER COMPANY LIMITED invokes the BANK GUARANTEE stating only that the default has been committed by the contractor, thus far and no further. The bank undertakes not to revoke this guarantee during its currency without previous written consent of the purchaser and continue to be enforceable till the Purchaser discharges this guarantee.

The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the Order by the CONTRACTOR. The Purchaser shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the CONTRACTOR, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Order between the Purchaser and the CONTRACTOR or any other course of or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matter aforesaid or any of them or by reason or any other acts of omission or commission on the part of the Purchaser or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank. The Bank also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that the Purchaser may have in relation to the CONTRACTOR's liabilities.

Notwithstanding anything contained herein above our liability under this Guarantee is restricted to Rs..... and it shall remain in force up to the including .....unless a written demand to enforce any claim under this Guarantee is lodged with us before expiry date, the Bank will be discharged from its liabilities under this Guarantee. This Guarantee shall be extended from time to time for such period or period as may be desired by the ..... on whose behalf this guarantee has been given.

Dates this.....day of .....20.....  
at .....

.....  
Signature

Banker's rubber stamp:

Name

Designation with  
Bank stamp:

Attorney as per power of  
Attorney No.

Dated:





#### 4.0 ANNEXURE-D

##### **PROFORMA FOR BANK GUARANTEE FOR EMD**

**(To be stamped in accordance with Stamp Act)**

Ref .....

Bank Guarantee No.....

Date .....

Guarantee cover period: From .....To .....

To  
M/s. Gujarat Industries Power Company Limited  
At & Post – Nani Naroli  
Taluka: Mangrol  
Dist.Surat-394 110

Dear Sirs,

In accordance with your "Invitation for Bids" under your Specification No.....Dated.....

M/s..... having its Registered/Head office at.....

(Herein after called the Bidder) wish to participate in the said bid for .....

As an irrevocable bank Guarantee against bid guarantee for an amount of Rs..... valid for one (1) year from ..... is required to be submitted by the Bidder as a condition precedent for participation in the said bid, which amount is liable to be forfeited on the happening of any contingencies mentioned in the Bid Documents.

We, the ..... Bank at ....., having our Head Office at (local address) ..... Guarantee and undertake to pay immediately on written demand by Gujarat Industries Power Company Limited (hereinafter called the "Purchaser")

(In figures) ..... (In words) ..... without any reservation, protest, demur and recourse. Any such demand made by said "Purchaser" shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder. It shall be conclusive and enough for enforcement of Bank Guarantee on the Bank if Purchaser invokes the Bank Guarantee stating only that the default has been committed by the bidder, thus far and no further.

Contd....2



(2)

This Guarantee shall be irrevocable and shall remain valid up to ..... if any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from ..... on whose behalf the guarantee is issued.

In witness there of Bank, through its authorized Officer, has set its hand and stamp on this ..... day of .....20 ..... at .....

.....  
(Signature)

.....  
(Name)

Designation with Bank  
Stamp:

Attorney as per Power of  
Attorney No.

Dated .....



## 5.0 ANNEXURE-E

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

Work Order No.: \_\_\_\_\_

We hereby confirm with free consent as under:-

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

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

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

Signature, Stamp and date.



## 6. FORM-A

### Details to be furnished by the bidder to qualify in Bid

1.	Name of Tenderer Full Address: Tel. & Fax No. E-Mail Address	
2.	Whether the firm is joint stock co., HUF, Individual, Partnership firm (Attested copies of Deeds, Articles of Association to be enclosed)	
3.	Name of person with designation, who is authorized to sign / submit the tender.	
4.	Names of Partners with their Present and permanent addresses.	
5.	Details of EMD submitted	
6.	Particular of Work experience in last three years (enclose certified copies of work experience from clients for whom works are executed).	
7.	The details of the works carried out:	
	a) Name of Client with Address	
	b) Name of Work	
	c) Period of work executed	
	Details of Equipment/Machinery deployed at the works currently being executed by the bidder:	
		Make & Capacity      Number      Location
8.	PAN number (Copy of PAN card must be provided)	
9.	GST No.	
10.	Annual Turnover for any one year out of last three financial years. (Financial standing of contractor for any of the last three year- Balance Sheet)	

#### NOTE:

1. The Tenderer shall furnish the details against each of above items on-line and with physical document cover. Wherever it is not applicable the same may be mentioned against the respective item.
2. The location of the equipment shall be specified to enable verification by GIPCL .
3. Certified copies of work experience from clients for whom works are executed shall be enclosed. The originals shall be produced at the time of opening of Pre-qualification bids.
4. Decision of the management regarding Technical qualification is final and binding on the tenderer and no correspondence will be entertained in this regard.

Contractor / Authorized Representative's signature.  
Company's / Organization's Seal & Date



## 7. Form- B

### List of qualifying staff

Sr. No.	Name of Supervisor	Qualification	Experience

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

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

## 8. Form- C

### List of Tools & Tackles

Sr. No.	Description	Nos.	Status

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

Note: Form-C of bid without price shall be submitted with Part-I



## 9. Form- D

### **DAILY MANPOWER DEPLOYMENT REPORT**

***To be submitted on each day of deployment of manpower or tractor in the morning at 08:45 hours to the concern Site-Incharge.***

#### **MIS on Contract Labour**

**For the Month of -----**

**Date: / /**

**Name of contractor :-**

**Nature of Work :-** Development of green Belt / Plantation – Development and Maintenance in Zone – I & II Mangrol - Valia & Vastan Mines area.

**Contract period From :-** 12 (Twelve) months

<b>Sr. No</b>	<b>Area</b>	<b>Skilled</b>	<b>Unskilled</b>	<b>Tractor with Tanker</b>	<b>Weeding cum soil working</b>	<b>Purpose/Remark</b>

**Signature of contractor**



## **ANNEXURE-F**



### **GUJARAT INDUSTRIES POWER COMPANY LIMITED (Surat Lignite Power Plant)**

#### **SCHEDULE OF DEVIATION**

All the deviations from the general and special conditions of contract shall be filled by BIDDER clause by clause in this schedule.

Sr. No	SECTION	CLAUSE NO	AS PER TENDER DOCUMENT	DEVIATION

The bidder here by certifies that the above mentioned are the only deviations from GIPCL’s General/ Special Conditions of this enquiry. The bidder further confirms that in the events any other data and information presented in the BIDDER’s proposal and accompanying documents are at variance with specific requirements laid out in the GIPCL’s General /Special Conditions, then the latter shall govern and will be binding on the BIDDER for quoted price.

COMPANY SEAL

SIGNATURE .....

NAME .....

DESIGNATION .....

COMPANY .....

DATE .....





#### **ANNEXURE- G**

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

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

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

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

Signed and Stamped by the  
Authorized Signatory  
Of the Bidder

#### **ANNEXURE-H**

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

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

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

I/We also confirm that M/s ..... Have not been Blacklisted/ deregistered / listed under stop Deal by any Govt, of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations , including GIPCL for the last Five (05) years. The above is true, as on date, to the best of my knowledge. Any breach/ false statement in this regard shall amount to disqualification of the Bid being submitted herein.

Signed and Stamped by the  
Authorized Signatory  
Of the Bidder