

**Gujarat Industries Power Company Limited (GIPCL)
Surat Lignite Power Plant (SLPP)**

**At & Post: Nani Naroli, Taluka: Mangrol, District: Surat - 394 112 (Gujarat)
Phone Nos.: EPABX (02629) 261063 to 261072,
Fax Nos.: (02629) 261112, 261080**

Tender Document for:

Biennial Rate Contract (BRC) for:

- (A) Disposal of Ash at pre-designated locations of mines pit / any other locations, and
(B) Cleaning of underneath and surrounding areas of Fly Ash and Bed Ash silos
at 4 x 125 MW (Unit: 1 to 4) CFBC based
Surat Lignite Power Plant**

Tender Ref. No.: SLPP/AHS/DC-03/2022-24

Contract Period: 2022-24 (2 years)

N procure Tender ID: 525555

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NOTE:

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

NOTICE INVITING TENDER (NIT)
TENDER NO.: SLPP/AHS/DC/2022-24

Name of work	Biennial Rate Contract (BRC) for (A) Disposal of Ash at pre-designated locations of Mines pit / any other location and (B) Cleaning of Areas underneath and surrounding Fly Ash & Bed Ash Silos (Contract Period: 2022-24) at GIPCL-SLPP: 4 x 125 MW Power Plant
Place of work	Surat Lignite Power Plant, Village: Nani Naroli, Taluka: Mangrol, Dist.: Surat- 394 112 (Gujarat).
Quantity	The successful Bidder will be awarded this Contract involving total quantities of various items as mentioned against item descriptions in BOQs.
Contract period	Contract period shall be Two (2) years starting from date of Letter of Intent (LoI) / Work Order.
EMD	Rs. 1,21,000/- by Demand Draft payable at Mosali-Surat / Nani Naroli-Surat / Surat or through RTGS / NEFT payment mode. <u>or</u> Bank Guarantee in favour of GIPCL from approved Banks mentioned in this Tender in subsequent clauses.
Cost of Tender Document / Tender Fee	Non-refundable Rs 2950/- (18% GST inclusive) through RTGS payment mode only.
Availability of online E-Tender document	On (n)procure portal: (www.nprocure.com) And On GIPCL's website (www.gipcl.com) (for viewing and downloading Tender Document)
Last date of online submission of offer	15.06.2022 up to 17:30 hours on (n)procure portal (www.nprocure.com)
Submission of EMD, Tender fee and other supporting documents for Technical Bid in physical form.	On or before 15.06.2022 up to 17:30 hours at the Office of Surat Lignite Power Plant (SLPP)
E-Reverse Auction	Will be informed by GIPCL to all qualified Bidders

NOTES:

1. Amendment / corrigendum of the Tender Document, forms, schedules, etc. may be done any time by the GIPCL during the period of publication of Tender on the website. The Bidders are required to visit the website regularly till the last date & time of Bid submission.
2. GIPCL reserves the right to reject any or all the tenders without assigning any reason thereof.
3. The Bidders are required to quote the rate strictly as per the terms and conditions mentioned in the tender document, adhering to technical specifications as well.
4. The Bidders are required to submit their Bids online only through (n)Procure portal (www.nprocure.com)
5. The EMD, Tender fee & other supporting documents are to be submitted in physical form only at the following address:-

General Manager (SLPP)

Gujarat Industries Power Company Limited,
Surat Lignite Power Plant,
At Village: Nani Naroli,
Taluka: Mangrol, Dist.: Surat - 394 112, Gujarat.
Phone: (02629) 261063 - 72

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 1084.4 MW comprising of various conventional and renewable projects.

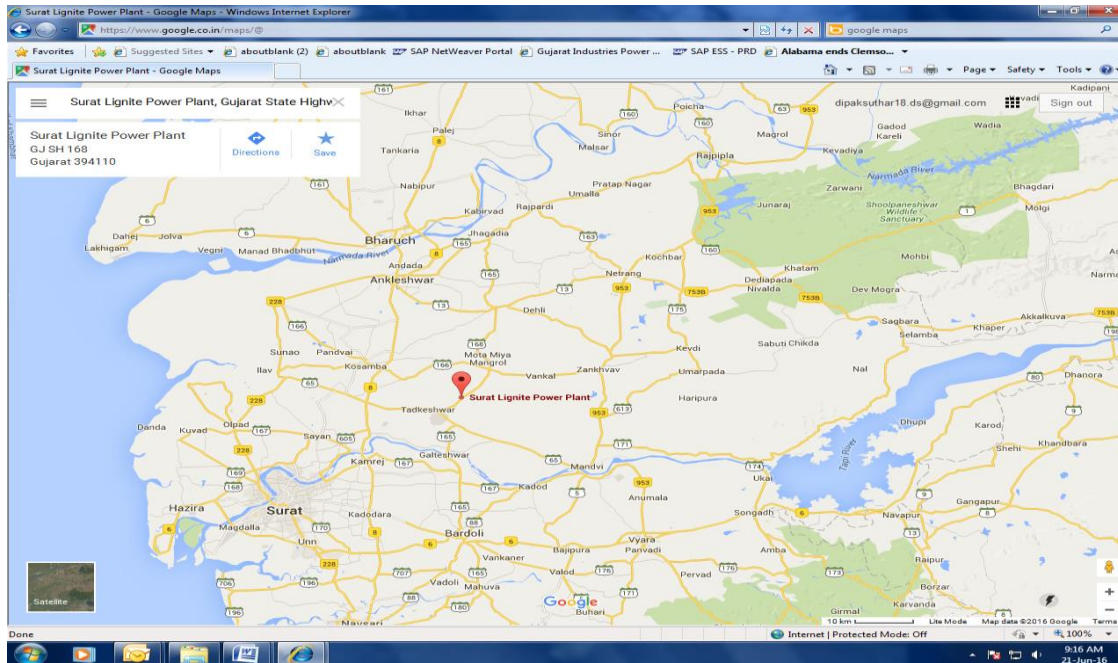
GIPCL commissioned its first power project: a 145 MW gas based combined cycle power plant in 1992 at Vadodara. It expanded its capacity by 165 MW Neptha and Gas based Combine Cycle Power Plant at Vadodara in 1997.

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

It commissioned 5 MW solar power stations at SLPP in 2012. Also, GIPCL has commissioned 1MWp Distributed Solar Power Projects at two locations in Gujarat viz. at Village: Amrol, Dist.: Anand and at Village Vastan, Taluka Mangrol, and Dist.: Surat. GIPCL has successfully commissioned a 2 X 40 MW Solar Project in 2017 as well as a 75 MW Solar Power Project in 2019 at Gujarat Solar Park, Village Charanka, Dist.: Patan. GIPCL has also successfully commissioned 112.4 MW wind farms at different location of Gujarat. GIPCL is presently executing a 100 MW Solar PV based project at the Raghnesda Solar Park, Gujarat.

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

Tender Document for 'Biennial Rate Contract (BRC) for (A) Disposal of Ash at pre-designated locations of Mines pit / any other location and (B) Cleaning of Areas underneath and surrounding Fly Ash & Bed Ash Silo (Contract Period: 2022-24) at GIPCL-SLPP: 4 x 125 MW Power Plant' [Tender Ref. No.: SLPP/AHS/DC-3rd/2022-24]



The

Company intends to award Biennial Rate Contract (BRC) for (A) Disposal of Ash at pre-designated locations of Mines pit / any other locations and (B) Cleaning of Areas underneath and surrounding Fly Ash & Bed Ash Silos (Contract Period: 2022-24) at GIPCL-SLPP: 4 x 125 MW Power Plant and is therefore inviting e-Tenders online on (n)Procure portal (www.nprocure.com) from experienced & resourceful Contractors.

2. SCOPE OF WORK

2.1 The brief Scope of Work covers:

Package A: The disposal of Ash (filled directly from the silos) at pre-designated locations of mines pit / any other location. The pre-designated locations are situated at following four (4) different distance ranges from Fly Ash Silos (FAS) – 3,4 of SLPP:

- (i) 0 km to \leq 3 km (one way from FAS-3&4);
- (ii) $>$ 3 km to \leq 6 km (one way from FAS-3&4);
- (iii) $>$ 6 km to \leq 9 km (one way from FAS-3&4);
- (iv) $>$ 9 km to \leq 12 km (one way from FAS-3&4).

Package B: The regular cleaning of Silo areas which mainly includes underneath of Fly Ash and Bed Ash Silos and also surrounding areas of Silos along with the connecting roads surrounding and nearby Silo area. The collected / accumulated Ash thus shall be transported to locations as directed by GIPCL's Engineer In-charge.

The detailed scope of work is mentioned herein the Section - D (Special Conditions of Contract) of this Tender document.

2.2 The Bid submitted by the Bidder not covering the total scope of work and services as detailed out in the tender document shall be liable for rejection.

2.3 Quantum of job mentioned against all items in the Price bid are indicative only & may vary as per site requirement & not to be construed as maximum or guaranteed quantity.

The quantities shown in the price bid are approximate quantities for the contract period and may vary as per job requirements.

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

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 Document.
- 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 Splitting of work is not advisable as the purpose of SoR method will not be fulfilled.
- 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 Document 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 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 Bidders may visit site for detailed understanding regarding the "Scope of Work" as per the Tender document, with due prior intimation in writing pertaining to the said Site visit.
- 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.

4. PLANT VISIT

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

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

The submission of Tender by a Contractor implies that he has 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.

BIDDER shall inspect the site, examine and obtain all information required and satisfy himself regarding matters such as access to site, communication, transport, working condition including constraint of work place, confined area, quantum of dusting, running equipment, importance of work, round the clock working conditions, safety requirements, right of way, high flood level in River, flow of water during monsoon/dry season in the River/Nullah, 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/risk involved and shall not be based on any representations of the Engineer.

5. ELIGIBILITY CRITERIA

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

- 5.1 Bidder should possess minimum **Three years** of experience **out of last five years** ending last day of the month previous to the one in which tender is invited in similar nature of mechanized jobs involving the equipment / machinery / vehicle such as JCB / Loader, Trucks, Dumpers and other similar types of HMVs / HCVs, Earth mover equipments and Logistics / Transportation of Minerals/Sand/Earth material/Cement etc. Bidder shall enclose the proof of the same. Bidder shall submit necessary evidence for the same like attested copies of work orders along with work completion certificates from clients. The work completion certificate shall comprise of Order value & Executed value. Bidders should have executed the work directly. The work executed as a sub-contractor or subletting agency shall not be taken in to consideration.

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

- 5.2 Bidder must **Own / Possess** the following category of equipments:

- (i) Minimum one (1) loader of make and model: JCB (3DX) or equivalent equipment of suitable capacity.

- (ii) Minimum one (1) multi-axle open body tipper (truck/dumper) of suitable storage capacity and having hydraulic unloading arrangement.
- (iii) Minimum five (5) multi-axle closed body tippers (trucks/dumpers) of suitable storage capacity (closed body tippers here meaning tippers completely enclosed with metallic sheeting and having only one (1) suitable size opening for loading of Ash through telescopic spouts installed at Fly Ash Silos of SLPP, and further having hydraulic unloading arrangement.

The relevant copies showing the **Ownership / Possession** of the above mentioned equipments / machinery / vehicle shall be submitted along with the Bid. In case of possession of the above equipments, the Bidder shall submit the Possession Agreement on non-judicial stamp paper of proper value, in accordance with the Stamp Act. The notarized Possession agreement shall contain, without fail, (i) sign / stamp of the firms / persons / proprietors involved, (ii) appended along with the self attested copy of any Government approved photo identities of the firms / persons / proprietors, and copies of original R.C. Books of respective vehicles i.e. JCB / Truck / Dumpers (iii) the Tender Title along with the Contract period (the possession agreement shall be valid for, at least, the whole Contract Period including extension(s) in Contract period, if any).

5.3 Bidder should produce evidence of having **experience of successfully completed similar works as defined hereunder during last five years** ending last day of the month previous to the one in which tender is invited, satisfactory progress of ongoing works etc. secured from clients along with certified copies of documentary evidence preferably photo copies of work experience. The experience should be either of the following:

a. **One similar completed work each costing not less than the amount equal to 57.08 Lac with GST.**

OR

b. **Two similar completed works each costing not less than the amount equal to 38.05 Lac with GST.**

OR

c. **Three similar completed works each costing not less than the amount equal to 28.54 Lac with GST.**

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

5.4 Tender Fee: The Tender Fee shall be accompanied in form of RTGS only.

5.5 EMD: The EMD shall be accompanied in the form of DD/RTGS or Bank Guarantee given by Bank as described in detail in Clause No. 7 of this Section of Tender Document.

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

5.7 Attested copies of relevant documents duly signed & sealed on each & every page shall be submitted. The above documents will be analyzed and if found satisfactory, the Price Bid will be open. GIPCL may verify the documents, experience certificates issued by concerned 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.

- 5.8 Bidder should have **average annual turnover of 28.54 Lac for last three financial years i.e. FY: 2018-19, FY: 2019-20 and FY: 2020-21**. Bidder shall furnish annual audited financial statement duly certified by/from a qualified Chartered Accountant, being a member of the Institute of Chartered Accountants of India for the aforesaid 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 guidelines which does not require audit, the Bidder shall submit the turnover certificate from Chartered Accountant.

- 5.9 The Bidder has to submit Income Tax Permanent Account Number (PAN) & GST registration number. Copy of the same shall be submitted.
- 5.10 The Net worth at the end of the financial year 2020-21 should be positive (+) as per audited accounts audited by a qualified Chartered Accountant, being a member of the Institute of Chartered Accountants of India .
- 5.11 In case Bidder is a Consortium / joint deed of undertaking of company, the above requirements/credential of consortium leader / bidder shall be considered unless otherwise specifically mentioned in the tender.
- 5.12 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. Bidder shall have to submit the "Declaration for Contractual Disputes/ Litigations" as appended in **Annexure – G (SECTION – F)**
- 5.13 Bidder shall have to submit the "Declaration-cum-Undertaking for Compliance of Safety Laws and Regulations" on his company letter head as amended in Annexure-F in Section-F / Form attached.
- If any Major Violation of any safety law(s) / Rule(s) is / are found during the preceding Three (3) years, Bid of that party will be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regard as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage.
 - If any of the details submitted in the prescribed Annexure / Form to the Bid is/are found to be false, incorrect at any time in future, then the Contract awarded to that Bidder / Contractor shall be liable to be terminated forthwith without any notice / correspondence and Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this

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

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

5.14 Site Visit is mandatory prior to submission of bid to understand the scope of work, working conditions, site conditions, equipments, tools & tackles, labor deployment, associated risk, surrounding etc.

6. LANGUAGE OF BID

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

7. EARNEST MONEY DEPOSIT (EMD) and TENDER FEE

7.1 An EMD of Rs. **1,21,000/-** and Non-refundable Tender fee Rs. **2950/-** (18% GST inclusive) shall accompany with Bid. The EMD shall be in the form of a crossed bank Demand Draft in favour of Gujarat Industries Power Co. Ltd. as per following details:

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

The Tender Fee shall be paid through RTGS only.

Alternatively, the EMD may be submitted through RTGS / NEFT payment mode and the relevant account details of GIPCL for the same being as follows:

Name of account holder	Gujarat Industries Power Co. Ltd.
Account No.	33514692834
Name of Bank	State Bank of India
Address of Bank	Utility Building, Nani Naroli, Taluka Mangrol, Dist. Surat. Pin 394 112
IFSC code	SBIN0013423
MICR code	394002513

- 7.2 The EMD, in alternative, may be submitted in the form of irrevocable Bank Guarantee in favour of Gujarat Industries Power Company Limited from any Nationalized Bank including Public Sector bank - IDBI Ltd or AXIS Bank, HDFC Bank, Yes Bank, ICICI Bank or Kotak Mahindra 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 as per Proforma of BG enclosed with this E-tender under Section-F.
- 7.3 In case EMD is paid in the form of BG, the same shall be valid for a period of 180 days after the due date for submission of the Bid.
- 7.4 The EMD of the successful Bidder will be returned after payment of Security Deposit within 21 days from the date of award of contract by successful Bidder.
- 7.5 The Earnest Money Deposit will be refunded to the unsuccessful BIDDERS as soon as the Tender is finalized and after award of LOI/WO.
- 7.6 Any bid not accompanied with EMD and Tender fee will be rejected. In case of EMD not submitted by way of RTGS, Physical form of the same with details of tender fees & RTGS submission to be submitted directly to GIPCL as per Clause 7.9.
- 7.7 No interest shall be payable on EMD.
- 7.8 The EMD will be forfeited if the BIDDERS (i) withdraws his Tender after acceptance or (ii) withdraws his Tender before the validity date of the tender.

7.9 SCHEDULE OF EMD & TENDER FEES:

<p>EMD & details of Tender fee paid by RTGS and other documents duly signed to be submitted in physical form on or before last date of online bid submission at the adjacent Address</p>	<p>Address for Submission: General Manager, GUJARAT INDUSTRIES POWER CO. LTD., (Surat Lignite Power Plant) Village – Nani Naroli, Taluka – Mangrol District – Surat 394 112, Gujarat Phone : 02629-261063 (10 lines) Fax : (02629) 261073 / 261074</p>
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8. SUBMISSION OF BIDS

A. MODE OF SUBMISSION

The Bids shall be submitted online on (n)Procure portal (www.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:

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:

- a. Schedule of deviation (SECTION – F: Annexure E) Technical as well as commercial, if any.

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

1. The Tender Document duly signed in all pages without price bid along with Techno-commercial deviations, if any.
 2. Proof of experience meeting the minimum 'Eligibility Criteria' (Clause No. 5 above).
 3. Performance certificate issued by clients.
 4. Previous Work Order copies.
 5. Details of present Work Order (if any).
 6. Average Annual Turnover for the last three financial years i.e. FY: 2018-19, FY: 2019-20 and FY: 2020-21, audited annual accounts / financial statements i.e. Profit and Loss account and Balance Sheet duly certified by a practicing CA will be required.
 7. P.F Number and Allotment Letter.
 8. PAN Number.
 9. GST registration number/certificate copy.
 10. Copies of RC Books / Certificate showing Ownership / Possession for JCB, Open truck (tipper) and closed body dumpers (tippers) as mentioned in 'Eligibility Criteria' (Clause No. 5 above).
- **To participate in e-Reverse Auction, Bidders have to create e-Auction user Id on <https://e-auction.nprocure.com> and it is mandatory to submit the same along with physical Techno-commercial Bid; so that the Bidder shall be allowed to participate in the e-Reverse Auction.**

(b) Price Bid:

1. Value of Work displayed on (n)Procure is with GST@18%. Price Bid shall be submitted **online** only in through (n)Procure portal (www.nprocure.com).

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

2. GST shall be paid at actual as per prevailing rates as declared by Central Government on submission of documentary evidence.
3. **Bidder shall have to quote the rates in the form of percentage (%) i.e.**

AT the estimated Contract value OR

_____ % BELOW the estimated Contract value OR

_____ % ABOVE the estimated Contract value

4. The quantities shown in the **Section – E: Schedule of Quantities and Price are approximate for the Contract Period and may vary as per job requirement.**
5. The Bidder shall fill the Bid documents with utmost care in consonance with the instructions contained in the Bid documents.

B. METHOD OF TENDERING / SIGNATURE ON BIDS

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

9. MODIFICATION AND WITHDRAWAL OF BIDS

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

10. POLICY FOR BIDS UNDER CONSIDERATION

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

11. EFFECT AND VALIDITY OF THE BID

- a. The Bid should be kept valid for acceptance for a period of one hundred and eighty (180) calendar days from the last date of submission of Bids.

- b. The submission of any Bid along with the required documents and specifications shall constitute an agreement that the Bidder shall have no cause of action or claim, against the Company for rejection of his Bid. The Company shall always be at liberty to reject or accept any Bid or Bids at his sole discretion and any action will not be called into question and the Bidder shall have no claim in that regard against the GIPCL.

12. OPENING OF BIDS

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

12.2 Preliminary Examination:

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

12.2.2 Arithmetical errors will be rectified on the following basis:

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

13. EVALUATION & COMPARISON OF BIDS

13.1 GIPCL shall evaluate the Bids received and accepted by it to ascertain the lowest evaluated Bid in conformity with the specifications of the Tender Document.

13.2 The Technical Bids will be examined for minor matters regarding qualification of bids. Subsequent to correspondence with the respective bidders, the decision of Tender Committee will be final.

13.3 All responses to requests for clarifications shall be in writing and shall be presented to the Company through e-mail or in a sealed envelope on or before the given date requested by the Company. If the Technical clarifications sought by the Company do not reach the Company on or before due date, the Bid will be rejected.

13.4 The comparison of all the Bids shall be carried out with reference to the scope of work as per the technical specification. Any deviation / omission shall be evaluated at highest quoted price of the deviation / omission quoted by any of the Bidder. In case a separate price (for omission) is not given by any other Bidder, a reasonable price of the same shall be taken & the same shall be binding to the Bidders.

13.5 The commercial deviation, if any, shall be loaded to bring all the Bids at par. The loading shall be carried out at an interest rate of 2% above PLR of SBI.

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

13.7 For the above referred purpose, a 'material deviation' shall be one which:

- (a) Affects in any substantial way the Scope, Quality or performance of the Contract, or
- (b) 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) Rectification of it would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

14. RIGHT OF REJECTION OF TENDERS

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

15. AWARD OF CONTRACT

- 15.1 GIPCL will award the Contract to that Bidder whose quotation has been determined to be substantially responsive and evaluated as the lowest quotation in conformity with the requirements of the specifications and documents contained herein, provided further that the bidder is determined and evaluated to be qualified to perform the contract satisfactorily.
- 15.2 The successful bidder shall be intimated of his 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.
- 15.3 GIPCL reserves the right to cancel/short close the contract during the contract period by giving prior notice of one month without assigning any reason.
- 15.4 GIPCL reserves the right to split the contract quantity between vendors

16. CONTRACT PERIOD

- 16.1 The Contract will be for a **period of two (2) years** and shall commence from the date as mentioned in the Letter of Intent (Lol) / Work Order which shall be awarded to the successful Bidder ('Contract Period').
- 16.2 GIPCL reserves the right to extend the Contract Period up to 3 months on the same rates and terms and conditions without any price escalation and entering into any new contract.
- 16.3 The said Contract Period can be extended if mutually agreed upon by both the parties up to one year and in such a case a revised Work Order shall be issued at the same rates and terms & condition or at negotiated rates acceptable by both parties i.e. the Company & the Contractor.

17. ASSIGNMENT AND SUB-LETTING:

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

18. CONTRACTOR'S OBLIGATIONS

• DEPLOYMENT OF EQUIPMENT / MACHINERY / VEHICLE

- (i) The Contractor shall **own / possess** the vehicles as specified vide Clause No. 5.2 of 'Eligibility criteria' as per this tender document.
- (ii) The Contractor shall deploy skilled JCB operator and tipper drivers having a valid driving License of respective earth mover category and/or HMV / HCV category.
- (iii) At the time of deploying manpower, the Contractor shall strictly comply all the applicable labour 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 / labour engaged at the GIPCL site is done and necessary documents regarding the same shall be submitted to the GIPCL's authorized representative/officer-in-charge. Any default in complying with the same or any misrepresentation regarding compliance of the same shall compel GIPCL to initiate appropriate civil or criminal proceedings regarding the same.
- (iv) Contractor has to keep required tools to tochan the vehicles (like wire rope, shovel etc. to immediately remove the stuck vehicles at any place of disposal area.
- (v) The Contractor shall also comply with the safety requirements and provide his workmen/labour with safety equipment like safety shoes, safety helmets, safety shoes masks, gum boots, a uniform and other necessary PPEs for properly undertaking the operations involved under this contract. Following are also to be issued:
- (vi) Contractor shall nominate / authorize experienced person in writing as Site In-charge / Supervisor to co-ordinate with GIPCL's Engineer 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.
- (vii) Site In-charge / Supervisor shall co-ordinate with GIPCL's Engineer In-charge for daily execution of job. They have to maintain daily records duly signed for the works carried out and duly certified by Engineer-In-Charge. The Contractor in co-ordination with the Engineer-In-Charge shall ensure the availability of adequate manpower / machinery / equipment / vehicle to carry out the job satisfactorily on a daily basis. As per the instruction of Engineer In-Charge they have to allot the work and execute the same in specified time limit.
- (viii) During execution of the works, one or more jobs may be required to be done simultaneously and the Contractor shall mobilize additional resources accordingly.
- (ix) During emergency or similar situations the Contractor shall be required to mobilize resources as per need within the **period of four (4) hours** as directed by GIPCL. 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 10% supervision charges plus applicable GST as per extant GST Laws & other taxes &

duties as per applicable extant laws & the same will be recovered from the Contractor's bill.

19. CLARIFICATION OF BIDDING DOCUMENTS

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

20. TIME SCHEDULE

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

21. UNDERSTANDING AND CLARIFICATION ON DOCUMENTS AND SPECIFICATION

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

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

22. PAYMENTS

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

23. POINTS TO BE CONSIDERED DURING QUOTING ONLINE PRICE BID

- a. The Schedule of Rates (SoR) 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 (SoR) 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 Tender document
- 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 in e-Tender due to probable technical problem in (n)Procure portal.

24. QUANTITIES

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

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

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

SECTION-B

INSTRUCTIONS TO BIDDERS FOR ONLINE TENDERING & E-REVERSE AUCTION

SR. NO.	DESCRIPTION
01.	Tender documents are available only in electronic format and same can be downloaded from the website https://www.nprocure.com and https://gipcl.nprocure.com and It can also be viewed from Company's website www.gipcl.com
02.	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 on-line only
03.	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
04.	All bids should be digitally signed. The bidders are required to contact at the below mentioned address for detailed training on on-line tendering and also for requirement. (n) Code Solutions - A division of GNFC Ltd. 403, GNFC Infotower, S.G Road, Bodakdev, Ahmedabad – 380054 (Gujarat, India). Toll Free: 1-800-419-4632/1-800-233-1010, Tel: 079-26857315/316/317 E-mail: nprocure@gnvc.net , website: www.nprocure.com

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

E-REVERSE AUCTION:

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

- 4 After e-Reverse Auction process, L1 bidder shall be decided on Lowest Total Contract Price i.e. gross total quoted amount with GST.
- 5 After e-Reverse Auction process, the original % rate quoted by the final L1 bidder shall be reduced proportionately on SoR of individual items/packages by total % reduction after e-reverse auction, keeping GST % rate same as originally quoted by final L1 bidder.
- 6 **To participate in e-Reverse Auction, Bidders have to create e-Auction USER ID on <https://e-auction.nprocure.com> and it is mandatory to submit the same along with physical Techno-commercial Bid; so that the Bidder shall be allowed to participate in the e-Reverse Auction.**
- 7 In case of any further information regarding online bidding or if a Bidder needs any assistance in accessing/ submission of online bid/ clarification or if training is required for participating in online e-reverse bidding, then the Bidder can contact the following office for assistance or training:

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

403, GNFC Info tower, S.G. Road,
Bodakdev Ahmedabad – 380054 (Gujarat)
Toll Free: 1-800-419-4632 / 1-800-233-1010,
Phone No. 079-26857315 / 316 / 317,
Fax: 079-26857321 / 40007533, Email: nprocure@gnvfc.net

Bidder may visit <https://www.nprocure.com/html/faq.asp> for information regarding e-tendering registration process.

SECTION - C

GENERAL CONDITIONS OF CONTRACT

1. CONTRACT SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE

As a Contract Security, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Bank Guarantee (PBG) / Contract Security Deposit in favour of Gujarat Industries Power Company Limited equivalent to **Five percent (5%) of the “Annual Contract Price excluding GST and 5% retention money from each RA bill as a cash security deposit”** (up to 10% of annualized contract price) from any Nationalized Bank including Public Sector bank-IDBI Ltd or AXIS Bank, HDFC Bank, Yes Bank, ICICI Bank or Kotak Mahindra bank, Ratnakar Bank, IndusInd Bank, Karur Vysya Bank, DCB Bank, ING Vyasya Bank or The Kalapur Commercial Co-operative Bank Ltd, Rajkot Nagrik Sahakari Bank Ltd, The Ahmadabad 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 four 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 (Security deposit) shall be returned to the Vendor / Contractor without any interest at the end of the Retention Period after the 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. PENALTY AND RECOVERY:

- (i) In the event the Contractor causes undue delay in execution of work or the performance is unsatisfactory causing interruption /stoppage of smooth operation of disposal of ash and cleaning as per scope, harm to the plant and property of GIPCL, then in such a case, GIPCL (Engineer In-charge) shall be entitled to levy a penalty on the Contractor at the rate of 1.5 times of the item rate up to a maximum of 10% of the Total Contract Price. The said penalty amount may be recovered either from the monthly invoices or the Security deposit.
- (ii) In addition to and without prejudice to the above, GIPCL shall also have the right to get the affected work completed by a third party *or* agency at the risk and cost of the Contractor/ and the Contractor shall be liable for any differential amount in the Contract price.
- (iii) In case of any damage of equipment / machinery / vehicle due to negligence of Contractor or any other reasons attributed to Contractor, the decision of Engineer In-charge regarding the amount of recovery shall be final and binding subject to a maximum of 10% of the Contract value. Recovery will be affected from the monthly bills and / or retention money / security deposit.

- (iv) If the Contractor fails to execute the work as per directions of Engineer In-charge within the time frame given in work order and / or day to day instructions given by Engineer In-charge, GIPCL shall get the work done by third party at the risk & cost of the Contractor with 10% additional overhead charges plus applicable GST as per extant GST Laws & other taxes & duties as per applicable extant laws
- (v) Penalty shall be imposed to Contractor for various instances as follows:
- Due to whatsoever reasons, Cleaning underneath and surrounding areas of Silos **if not executed up to the mark**, in consideration to the quantum of cleaning to be done and degree of cleaning which is needed to be achieved: **Rs 5,000 per day** shall be levied as penalty.
 - Not meeting the daily Ash disposal targets (in MT), intimated to Contractor by GIPCL's Engineer In-charge daily in the evening for the next day, probably due to non-deployment / inadequate deployment of sufficient closed body dumpers (tippers): **Rs 3,000 per day per inadequate dumper** (solely based on Engineer In-charge's assumption for total tippers which might have completed the given Ash disposal target) shall be levied as penalty.
 - In case of emergency i.e. critical silo level, if contractor not deploying resources at all as per his obligation for disposal of ash at predesignated location due to whatsoever reason, flat penalty of **Rs 5,000 per truck/dumper per day** shall be levied. For example if contractor not deploying five trucks, total penalty per day will be $5000 * 5 = 25000$ Rs/day.
 - Non-conducting the inspection / re-inspection of closed body dumpers, in the presence of representatives of GIPCL and non-obtaining of clearance certificate after thorough inspection of these dumpers every 3 months: **Rs 250 per each day per dumper till the date of performing re-certification** shall be levied as penalty.
 - Spillage even minor of bed ash or fly ash through truck / closed body dumper during loading and transportation: **Rs 500 per day / truck**.
 - In any case the tippers deployed for Ash disposal to mines / spillage Ash cleaning shall maintain the normal speed limits (max. around 30-40 km per hour) while travelling through service roads / haul roads of GIPCL. If any tipper will be found over speeding, as reported to GIPCL, by any third party, **Rs 1,000 per instance** shall be levied as penalty.
 - Absence of Site In-charge / Supervisors (except being his weekly off) without prior information for leave and/or any intimation to GIPCL's Engineer In-charge: **Rs 500 per day per person** shall be levied as penalty.
 - Un-safe work execution: **Rs 750 per day per Instance**.
 - Damage to GIPCL equipment / machinery / vehicle: up to satisfaction of **or** free replacement / repair **or 1.25 times** the cost GIPCL shall incurs in repair / replacement.
 - In-spite of repeated instruction, if any worker found without safety appliances like Safety shoe, Safety helmet (inside the plant premises) *or* any other Safety gear which he is required to wear considering his job location, Necessary action shall be taken against that particular workmen like not allowing him in to plant premises etc. Also, a token amount of **Rs 100/- per day** would be deducted as per the discretion of Engineer In-charge / Safety Officer.
- (vi) The maximum total Penalty which shall be deductible considering all above instances shall be limited to 10% of the Total Contract Price.

3. DEDUCTIONS FROM CONTRACT PRICE

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

4. TERMINATION OF CONTRACT BY GIPCL

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

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

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

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

5. FAILURE & TERMINATION

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

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

6. SETTLEMENT OF DISPUTES

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

7. INTERPRETATION OF CLAUSE

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

8. EMPLOYEE'S COMPENSATION INSURANCE

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

Contractor shall also obtain additional Off-duty coverage insurance policy for all his workers.

9. STATUTORY REQUIREMENTS

A. COMPLIANCE OF LABOUR LAWS

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.

1. Contractor shall be solely responsible and shall fully comply with all the provisions of all the labor laws applicable such as the Minimum Wages Act, 1948, Contract Labor (Regulation & Abolition) Act 1970, Factories Act, 1948, Payment of Bonus Act 1965, Employees Provident Fund and Miscellaneous Provision Act 1952, Industrial Dispute Act 1947, Workmen Compensation Act 1923, Payment of Gratuity 1972, Interstate Migrant Workmen Act 1979, Equal Remuneration Act with Rules, Order and Notifications issued/made there under from time to time.
2. All other Acts, Rules/Bye-Laws, Orders, Notifications etc. present of future applicable to the Contractor from time to time for performing the contract job.
- 2.1 The Contractor shall provide and be responsible for payment of Wages, Salaries, Bonus, Social charges, Insurance, Food, Accommodation, Transport, Medical and Canteen facilities and other statutory privileges and facilities to his personnel as per law / rules / regulations and orders of the Central Government, State Government, Local Authorities or other authorities as are in force from time to time. All employees of the Contractor shall be employee of the Contractor.
- 2.2 The Contractor shall have a valid license obtained from Licensing Authority under the Contract Labor (Regulation & Abolition) Act, 1970 at the time of execution of the contract covering all his employees working at SLPP site and furnish the same failing which GIPCL may terminate the contract at its sole discretion.
- 2.3 The Contractor shall at the time of execution of the contract have a EPF Code Number obtained from the Authorities concerned under the Employees Provident & Miscellaneous Provisions Act, 1972 and remit contributions in respect of the employees employed by him at SLPP Site to the P.F office concerned every month failing which GIPCL will recover from the outstanding payment to the Contractor from GIPCL. PF code of Gujarat region should be taken.
- 2.4 The Contractor shall maintain all records/registers required to be maintained by him under various labor laws mentioned above and produce the same before the Statutory Authorities whenever required.
- 2.5 The Contractor shall also submit periodical reports / returns to the various statutory authorities such as the Contract Labour (Regulation & Abolition) Act-1970, Employees Provident Fund Act etc. Under intimation to HR&A dept.
- 2.6 The Contractor shall not pay less than the Minimum Wages notified by the Government from time to time to his employees of corresponding categories.
- 2.7 The Contractor shall be responsible for payment of overtime wages to his workmen, if any, in case they are required to work beyond the prescribed hours under law as per applicable rates.
- 2.8 The Contractor shall take Workmen Compensation Insurance Policy for all his employees working at SLPP. The Contractor shall indemnify the company against any liability due to any work injury or accident to any of its employees.
- 2.9 The Contractor shall in the event any of his workmen / employee sustains any injury or disablement due to an accident arising out of and in the course of his employment, provide necessary medical treatment and pay compensation as applicable, required under the Workmen's Compensation Act, 1923.
- 2.10 If any of the persons engaged by the Contractor misbehave with any of the officials or the Company or commit any misconduct with regard to the property of the

- Company or suffer from any serious communicable disease, the Contractor shall replace them immediately.
- 2.11 The Contractor shall not engage / employ persons below the age of 18 years. Employment of women shall be strictly according to applicable laws.
 - 2.12 GIPCL will have right to deduct and disburse the claims of the individual / parties being a principal employer on any account whatsoever in relation to their employment with the Contractor. The Security deposit will be released to the Contractor at the end of the contractual tenure subject to an undertaking by the Contractor that in the event any of his workmen or the heirs of workmen puts up a claim for recovery of money due to him from the Contractor before the appropriate authority under the I.D.Act 1947 or under any other labor laws or for compensation under the Workmen's Compensation Act, 1923 and the appropriate authority has given a direction for making payment the Contractor will meet the same or indemnify GIPCL if in the event GIPCL pays it as Principal Employer.
 - 2.13 The Contractor shall make payment of wages to his employees on fixed date within the period specified under the applicable Law, in presence of representative of the company. He will submit a true copy of wage sheet, attendance register and P.F. remitted challan on monthly basis to HR&A dept. for verification and record.
 - 2.14 The Contractor shall provide Safety items / kits to his employees such as safety shoes, goggles, ear plugs, hand gloves, safety belts etc., if any, required under the law.
 - 2.15 The Contractor shall conduct pre-induction and periodic medical checkup of his workmen as per applicable laws.
 - 2.16 The Contractor shall be solely responsible for any accident caused to his workers and should adhere to all rules / regulations as per labor laws of Government and other statutory laws as applicable.
 - 2.17 The Contractor should register himself under the Contract Labour Act, Employee Compensation Act and PF Act (Code no. to be mentioned) and submit the copy of registration certificate and should possess the same from the date of commencement of work, failing which the contract is liable to be cancelled. The E.C. Policy copy should be submitted to the GIPCL before commencement of the work and Labor License should be obtained within one week from the date of issue of form-V. Contractor should apply for Form-V immediately after receipt of LoI. A copy of Labour License shall be submitted to GIPCL, HR&A Department.
 - 2.18 Contractor shall have to insure his workmen /supervisors etc. under Group Insurance scheme.
 - 2.19 The Contractor shall be responsible for compliance of all statutory rules, regulation, act enforced from time framed by the government such as Factory Act, Employee Compensation Act, payment of 'Wages Act', Minimum Wages Act', Provident Fund Act, All Labor Laws Act in respect of employees engaged by him for the work and shall have to maintain necessary records. In case any amount becomes due to be payable by him to his employees or to the Government under the above rules, regulation, Acts, GIPCL reserves the right to recover the same from the running bill of the contract.
 - 2.20 Documentary evidence of deposit of PF paid shall have to be produced by the Contractor along with the next bill.

- 2.21 Records as per the provisions of various statutory Acts will have to be maintained by the Contractor and submitted as and when required.
- 2.22 All employees of Contractor should maintain due discipline and respect local sentiments. GIPCL reserves the right to direct the Contractor to remove any such person who does not comply with it.
- 2.23 The list is indicative in nature and not an exhaustive one. Any amendment/alteration/Notifications or addition to the existing Law or a new statute shall automatically and immediately become applicable.
- 2.24 **Annual Health Check up-** As per Statutory requirement, Contractor has to inform workmen deployed at site for annual health check up as per schedule prepared by HR&A department.

B. LEGAL ASPECTS

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

10. PAYMENT OF WAGES

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

11. ACCIDENT TO WORKMEN

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

12. LIGHTING

General area lighting will be provided by GIPCL. However, work area specific lighting should be arranged by contractor.

13. NIGHT / SUNDAY / HOLIDAY SHIFT

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

14. SAFETY ASPECT

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

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

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

15. GENERAL SAFETY CLAUSES

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

Following brand of the safety shoes and helmet shall be issued to contract workmen. Contractor shall issue safety shoes every year.

Helmet:

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

Safety shoes:

Sr No.	Model	Company	Specifications
01.	Acme Fabrikplast Co.	SSTEELE (Strom) – Double Density	IS : 15298 – 2011
02.	Acme Fabrikplast Co.	TRIMAX(Adjacent) – Double Density	
03.	Worktoes Warren	Worktoes - Warren Plus	

4. Other safety gears like ear plug, dust mask, hand gloves, safety goggles, gum boots, full body safety uniform and belts, safety net etc. shall be issued and used as per the job requirements. Safety helmet shall be of YELLOW COLOUR ONLY. Contractor will procure safety shoes & safety helmet from a reputed company with at least 12 months' guarantee and shall produce the guarantee certificate and IS standard certificate to the safety department. Contractor should purchase safety shoes of reputed brands. Safety shoes will be issued every year. IS certificate and guarantee certificate must be obtained from the vendor and submitted to the Safety department. Safety shoes should be heat, water, oil and chemical resistant, having an anti-slippery sole of 15298- 2002 make.
5. It is the duty of contractor to ensure that his workmen are wearing required PPEs as per work requirement. Contractor should ensure that their workers are wearing Safety helmet, safety shoes, dust mask, goggles, ear plug etc. at all times when they are at work throughout the contract period. The contractor has to maintain the PPE issue registers with signature of workmen.
6. Contractor will reissue these PPEs in case of damage or misplacement of the same. Replacement shall be made immediately.
7. The contractor shall be responsible for providing first aid or emergency medical help and treatment to his workmen in the event of any accident or injury.
8. If it is observed that contractor is not issuing required PPEs timely and that of required quality, GIPCL will issue the required PPEs to contract workers and back charge the same with 25% overhead charges plus applicable GST as per extant GST Laws & other taxes & duties as per applicable extant laws incurred by GIPCL.
9. All lifting tools and tackles shall be duly certified by competent person in conformity with the statutory requirements and certificate in form no. 10 as per rule 60 of Gujarat Factories Rules, 1963 and section 29 of the Factories Act, 1948, as amended from time to time shall be submitted every year before using such tools and tackles. In case of purchase of new lifting tools and tackles, form no. 10 as per the said rules shall be submitted before they are taken into use. All lifting tools and tackles shall be of reputed

- make having International manufacturing standard and shall be maintained in proper and workable condition.
10. The Contractor shall nominate one Safety Officer with required qualification for supervising the daily job / shutdown jobs for observing and maintaining the safety aspects at site. He is solely responsible for any safety measures during maintenance work. He has to ensure that all the workmen working at site are equipped with essential PPE's and proper safety arrangement is made at the SLPP site.
 11. After mobilization of any tools & tackles to site, which includes chain pulley blocks, D-shackles, wire ropes, winch machines, Mobile crane, Hydra etc. shall be offered for inspection with all above statutory test certificate before using at site for any work. They should use all tools and tackles only after certification by GIPCL representative / safety officer.
 12. When working at height, working on ceiling or roof covered with fragile materials, full body harness safety belt, ladders and crawling boards, fall arrester, etc. shall be used to prevent accident. Further, during working on height, contractor should arrange proper scaffolding of still pipes, safety net, full body safety belt, fall arrestor system etc. Advice and instructions of engineer in charge / safety in charge shall be strictly complied with in this regard. All necessary safety precautions shall be taken by the contractor to prevent accident and personnel injuries while working on height.
 13. Flash back arrestors made of reputed manufacturer shall be provided on cutting torch, on DA cylinders and on O2 cylinder. Cylinder caps also required for handling the cylinders at the work at height area. Gas cylinders shall be transferred through gas cylinder trolley only with cylinder cap and stored up right (vertical) position only. All gas cylinders shall be hydro tested / certified as per gas cylinder rules 2004. Gas cylinders shall be stored, handled as per gas cylinder rules 2004.
 14. All vehicles shall be operated by licensed drivers only. All vehicles' PUC to be tested as per Government approved RTO guidelines. All Vehicles must be parked in Parking space designated by GIPCL. If any vehicle is found inside the plant premises other than the parking area such vehicles shall be handed over to Security dept. and their entry shall be cancelled for movement inside the plant premises with immediate effect.
 15. All electrical equipment shall be in good condition and free from any defect. Electrical tools & equipments i.e. welding machine, grinding and drill machine etc. may be checked by the electrical engineer of the contractors regularly, every six month at least and report to be submitted to concerned HOD and safety depts.
 16. During hot work, contractor will use fire curtains like asbestos sheets or fire blankets to prevent falling and spreading of sparks and hot material on and around the work area. Contractor will procure and use such items. ELCB / RCCB shall be provided with rating of 9-30 milli amperes on welding machine and all portable power tools.
 17. The contractor shall fill – up Incident notification form (S-I), Incident Investigation form (S-II) and near miss report within time limit as specified in forms, if any accident, Incident, near miss occurred while working at SLPP site.
 18. Major AMC / ARC contractor (Where the man power strength is more than 50 and above) should appoint / nominate one qualified safety officer and he shall be responsible for addressing all the safety related aspects of execution of contract jobs and he will in close co ordination with safety officer of SLPP and attend all safety related meeting such as safety committee, on job safety training etc. Where the

- contractual man power is less than 50, the site in-charge of the contractor will act as a safety officer and he will perform all the duties of safety officer as mentioned above.
19. No loose connection / joints allowed in electrical cables during performance of any kind of job.
 20. Safety shoes to be issued to female employees also.
 21. All the vehicles shall be fit as per RTO guidelines and valid fitness certificate is required as per RTO guidelines.
 22. The Contractor's nominated safety officer shall be imparted regular on-job safety training like tool-box talk etc. and submit a record of such training in safety dept, respective dept and HR&A dept.
 23. The Contractor shall comply all the new requirements related with safety as informed by the HOD / Safety department from time to time.
 24. Penalty to be imposed for Violation of safety norms is proposed as follows:-
The Contractor & Contract workmen shall strictly adhere to Safety standards / Guidelines as per practices. The list provided below is an indicative list to explain the principles behind safety practice. If the contract workmen fail to comply with safety standards as per category A, B & C below, penalty shall be levied on the contractor as per the table mentioned below:

Category	Classification	Examples / Cases	Penalty
A	PPEs Related	Working without helmet, shoes, safety belt, gloves etc.	<ul style="list-style-type: none"> • Rs.100 /- per instant.
B	WI Related	<p>Failure to adhere to HSE guidelines/plans, careless attitude in material handling, Machine being used with damaged machine guard, unsafe electrical work - workout plug top/improper electrical joints/cables lying on ground, electrical equipment working without proper earthing, machine being used without machine guard, Welding machine without ELCB / RCCB of proper rating, Gas cylinder without test certificate, Cylinder cap, NRV / Flash back arrester, Cylinder trolley etc.</p> <p>Unsafe working practices at height more than 3 meters</p> <p>Working without permit or non-compliance with permit conditions like hot work, height work etc. as applicable, lifting tools and tackles being used without third party inspection certificates in form no. 9/10 as per Factories Act – 1948 etc..</p>	<ul style="list-style-type: none"> • Rs.500 /- per instant. • After three incidence, Per incidence Rs.2500/- • Continuous unsafe acts will disqualify the contractor from further participation in tender of/contract with GIPCL-SLPP.

C	Unsafe Practices	Breach of safe practices by a particular person repeatedly for three times.	Suspend the entry gate pass for one week. After two suspensions his gate pass will be cancelled.
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Penalty so levied against the contractors and company employees will be used during the observation of National Safety Day.

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

16. REJECTION OF WORK:

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

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

17. GENERAL TERMS AND CONDITIONS:

- a. All tools & tackles, labours, equipments, vehicles, tractors, etc., to execute the contract are in the scope of the contractor. The contractor should ensure that tools & equipments are in healthy condition.
- b. The decision of the Engineer-in-charge shall be final and binding on the contractor for defining the terms and condition included in this contract.
- c. If the work is not found satisfactory, Engineer-in-charge reserves the right to take suitable action.

- d. Contractor shall depute full time independent experienced site-in-charge / independent site supervisor / s at site. They shall co-ordinate with GIPCL engineer and shall bear overall responsibility of contract including joint certification, billing etc. Such person shall function from site office of contractor at SLPP.
- e. Contractor shall also nominate one safety supervisor at site and shall submit nomination of safety supervisor in writing before commencement of contract. Safety supervisor shall arrange small safety talk on every day morning or whenever required with all workers working under this contract. He shall coordinate with concern department's Engineer-in-charge on daily basis and report daily observations, tool-box talk records etc. The work shall not be allowed without deploying safety supervisor and a penalty equal to Rs.1,000/- per day absent of safety supervisor shall be levied from Contractor.
- f. Contractor shall strictly follow the existing work permit system of the GIPCL and any future revisions.
- g. The contractor has to take EC insurance policy for their workmen. The contractor has to submit labour license (if applicable) and PF account number to the Engineer-in-charge before start the work.
- h. The contractor has to do the job timely. GIPCL shall not compromise in delay. In case of delay of work without any valid reason, the GIPCL reserves the rights to carry out the work by deploying other agencies at the risk & cost of contractor with additional 10% overhead charges plus applicable GST as per extant GST Laws & other taxes & duties as per applicable extant laws.
- i. Contractor shall mobilize the resources as per need within the period of twenty four hours. If the contractor fails to mobilize sufficient resources to complete the job in time, GIPCL will execute the job through other agency at the risk and cost of the contractor with additional 10% overhead charges plus applicable GST as per extant GST Laws & other taxes & duties as per applicable extant laws.
- j. Contractor should mobilize all resources for efficient & smooth execution of contract within seven to fifteen days from the date of issue of Letter of Intent/Work Order.
- k. The prices / item rates quoted (based on quoted % above/equal or below SoR) shall remain firm till completion of the contract and any agreed extensions thereafter and shall not be subject to idle charges for labour, machinery, overhead expenses etc... due to any reason whatsoever. No price escalation / idle charges shall be entertained due to delay in work on unavailability of work front, non-issue of work permit, holding of work permit for any reason, unavailability of contractor's supervisor, unavailability of contractor's safety supervisor, violation of safety rules, unsafe act by any of contractor's worker, negligence & ignorance of safety & quality instructions of GIPCL Engineer-in-charge or any other reason whatsoever.
- l. Contractor must fulfill all the safety regulations and to take safety measures to avoid hazards. Contractor shall arrange all standard adequate healthy safety PPEs like but not limited to approved quality safety shoes & safety helmets, standard dust masks, safety goggles, safety hand gloves, etc... as required and shall use exclusively under this contract for all the time during working at specified locations failing which, the Engineer-in-charge may hold the work and

- will take necessary action including penalty as decided. If the contractor repeatedly violates safety rules / regulations (more than three successive incidents), Engineer-in-charge may take necessary action against the contractor, including appropriate financial penalty (**Maximum of Rs.2,500/- per incident per man-day and as per above clause no. 15**) and / or termination of contract.
- m. One or more jobs may be required to be done simultaneously and contractor shall mobilize additional resources accordingly.
 - n. Timely completion of all jobs and works shall be the essence of this Contract. Contractor should closely monitor each activities and complete the jobs as per the time given by and under the supervision of the Engineer-In-charge and shall ensure that sufficient manpower is deployed for the same.
 - o. The contractor has to complete the works as per the planning schedule and their respective supervisor has to interact with Engineer-In-Charge for PTW (Permit to work), work instruction, Return of permit.
 - p. The contractor has to submit daily reports showing work carried out with details of available manpower, equipments / vehicles (tractors) etc.
 - q. Any job other than the listed jobs in work order shall be executed by the contractor on instruction from GIPCL and payment shall be made to the contractor on respective item rate only.
 - r. The Government of India has enacted the Micro, Small and Medium Enterprises Development Act, 2006 (the "Act") and the Act has come into force from October 2, 2006. The Bidder shall confirm whether your organization is registered under the Micro, Small and Medium Enterprises Development Act, 2006, as amended from time to time. If your organization is registered under the Act, please specify the category i.e., Micro Enterprise, Small Enterprise or Medium Enterprise under which it is registered and kindly attach a copy of your registration certificate.
 - s. The Bidder shall provide details of registration along with copy of the registration certificate issued by the District Industries Centre/Department of Industries, etc of the respective State Government. It is to be noted that large scale industries and trading firms have been excluded from the purview of the Act.
 - t. GIPCL is an ISO 9001, ISO 14001, ISO 45001 & ISO 50001 (EnMS) certified company and GIPCL gives extreme importance to maintain these global standards. Contractor shall be required to fulfill the requirements of above standards while working with GIPCL especially for controlling fugitive emission of ash (fly and Bed) during collecting, loading, transportation and unloading activities. Contractor should ensure that his workmen/labour work in accordance with them.
 - u. GIPCL shall impart safety training to the JCB operators and truck / dumper (tipper) drivers in phased manner, considering their working in mines area, and relevant safety aspects / use of safety PPEs pertaining to it. Contractor shall instruct the operators / drivers for attending these training sessions, as and when informed by GIPCL's Engineer In-charge.
 - v. All laws, rules, regulations, notifications, etc. stated in this tender document, as amended from time to time shall be applicable. Where applicable self-certified true copies of the required documents to be furnished, unless stated otherwise explicitly.

18. CONTRACTOR'S SUPERVISION

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

None of the Contractor's Superintendents, Supervisors or workmen should be withdrawn from the work without due notice being given to the GIPCL's Engineer In-charge; further no such withdrawals shall be made if in the opinion of the GIPCL's Engineer In-charge such withdrawals will jeopardize the required pace of progress / successful completion of the work.

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

Neither the Contractor nor the Engineer shall hire or employ any employee of any other party except by mutual consent.

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

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

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

20. FACILITIES TO BE PROVIDED BY GIPCL

- A.** The Company shall provide the following facilities to the Contractor at the site:
- a. Electricity & water at nearest available one point. Further distribution to be done by contractor at their cost.
 - b. Quarter / room & food for supervisors / engineers on chargeable basis in GIPCL's township at discretion of GIPCL if available. Food on chargeable basis at GIPCL's Industrial Canteen as available. If not available, contractor to make his own arrangement for lodging and boarding locally or as appropriate at his cost.
 - c. Workshop facility as available at site only. However contractor may visit the workshop to ensure the existing facility. For the facilities other than available, contractor has to carry out the job outside at their own cost.
 - d. First aid facilities as available on chargeable basis. If not available contractor to make his own arrangement for the same locally or as appropriate at his cost.

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

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

21. WORK MEASUREMENT / CERTIFICATION

All trips filled in the trucks/dumpers (tippers) shall be weighed (both tare & gross weight) at GIPCL's AHS Weighbridges. The weighment slip (containing net weight) printed from AHS Weighbridges duly signed by security shall be treated as actual quantity of ash disposed. If Weighbridges are out of order, the average weight transported by any respective tipper in previous months shall be taken into account by the Engineer In-charge in this regard, shall be considered for work certification / measurement.

22. PUBLIC HOLIDAYS

The Contractor shall be responsible for giving benefit to all his employees, employed in whatsoever capacity, Nine (9) Public / Paid holidays and the same shall be notified in advance and due communication thereof shall be made to the Management.

23. 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.

24. 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.

25. 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.

26. 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.

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

SECTION - D

SPECIAL CONDITIONS OF CONTRACT

1. DETAILED SCOPE OF WORK:

PACKAGE A: Disposal of Ash at pre-designated locations of Mines pit / any other locations

GIPCL Power plant generates Fly Ash & Bed Ash which is suitable for manufacturing bricks, paving blocks, AAC blocks, etc. The external Ash customers / brick manufacturers are lifting the Ash from power plant for their use. The scope of work here, as per this Contract, is needed to be executed when these Ash stored in silos, is not lifted by these Ash customers corresponding to the quantities in which the same is generated (Aprox Ash generation is in range of 1500 MT to 2000 MT per day for 4 x 125 MW plant). This remaining Ash shall be disposed at pre-designated locations of Lignite mines pit on day to day basis, as and when required. The estimated quantity of Ash required to be disposed at mines, as per this Contract, shall be as per the Section E – Schedule of Quantities and Price. This quantity may increase or decrease, which shall depend upon the Ash disposal requirement. If the Ash demand of external customers is more, the Ash disposal to mines required may be less.

The 'Scope of Work' here is for disposal of dry ash from Fly Ash Silos & Bed Ash silos [four (4) each] to the pre-designated locations of Lignite Mines pit or any other designated location of mines, which shall be as directed by Engineer In-charge as per Ash requirement there. The transportation of Fly Ash & Bottom Ash shall be done using closed body dumpers (tippers) which shall travel along with the service road / haul road (after weighment). Minimum five (5) multi-axle closed body dumpers (tippers) with hydraulic unloading arrangement of suitable storage capacity shall be owned / possessed by the Contractor for the execution of said job. Considering substantially high Ash disposal requirements especially during major festival times like Diwali, Holi etc., in addition to the ownership/possession of closed boy dumpers (tippers) as per Clause No. 5: Eligibility criteria of Section-A as per this tender document, Contractor shall have to deploy additional five (5) multi-axle closed body dumpers (tippers), to handle the emergency Ash disposal requirement.

The Ash shall be transported at following four (4) different pre-designated locations (distance ranges) of mines pit / other location:

- (i) at a one way distance of 0 km to \leq 3 km from Fly Ash Silos – 3 & 4;
- (ii) at a one way distance of > 3 km to \leq 6 km from Fly Ash Silos – 3 & 4;
- (iii) at a one way distance of > 6 km to \leq 9 km from Fly Ash Silos – 3 & 4;
- (iv) at a one way distance of > 9 km to \leq 12 km from Fly Ash Silos – 3 & 4

Contractor shall comply the following pertaining to the Ash transportation & disposal of the same at mines pit / any other locations:

1. Before using closed body dumpers (tippers) for dry Ash disposal, Contractor shall have to conduct the inspection of these tippers, in the presence of representatives of GIPCL and obtain clearance certificate after thorough inspection of these tippers. The validity of this certification shall be 3 months, within which the re-inspection shall be carried out and renewal certificate shall be obtained by Contractor. The delay in the said certification / re-certification may attract due penalty as specified in Clause no. 2 of Section C as per this tender document.
2. The Contractor shall deploy for day to day job execution, the same dumpers (tippers) for disposal of Ash to designated locations of mines pit, as per the ownership / possession shown of aforesaid vehicles in accordance with the minimum 'Eligibility Criteria' (Clause No. 5 of Section – A as per this tender document).
3. The weighment shall be done at GIPCL's AHS Weigh-bridge. Gate pass will be generated for each loaded trip after weighing. The duly signed/stamped gate pass copy, at receiving end by either security personnel or concerned representatives, will be the supporting document for arriving at the quantity of dry ash disposed by Contractor. At end of day, the total dry ash disposed shall be reconciled along with GIPCL.
4. If at any point, the Weigh Bridge is found in-operative or out of order, average weight transported of previous one month will be considered for billing purpose.
5. Contractor will ensure that during Ash loading & transportation along the road, there is no spillage and dusting from the tippers. If any spillage of ash during loading at silo or transportation along the road is reported to GIPCL, contractor shall have to clean the area immediately by deploying their own resources without any cost implication to GIPCL.
6. While executing the contract, if any legal situation, local litigations, complains by nearby villagers or farmers etc. arises, it will be the responsibility of Contractor to manage amicably without any cost implication to GIPCL.
7. During execution of contract, Contractor has to follow safety norms, legal / statutory compliances, etc. as applicable time to time.
8. The contractor shall transport and dispose Ash at any location of mines pit / other locations, as per Ash requirement there and as directed by Engineer In-charge, falling in any of the above specified distance ranges from **Fly Ash silos – 3 & 4**. Contractor shall quote rates considering the transportation of Ash & unloading this filled Ash in tipper at the above pre-designated locations (Ash filling to the tipper shall be done by silo operator provided by GIPCL).
9. **The prime responsibility of Contractor shall be to empty the silos on daily basis, as per the Ash disposal target (in MT) communicated by GIPCL's Engineer In-charge, daily in the evening for the next day.** The number of tippers required as mentioned in the 'Eligibility Criteria' is tentative. Contractor may need to deploy more numbers of tippers also (without any cost implication to GIPCL), on any particular day or couple of days, if the Ash disposal target for emptying of the Silos, communicated by Engineer In-charge may be substantially high. The above specified Ash disposal targets, on any day, shall be strictly adhered to by the contractor.
10. **Mobilization period:** Initial mobilization period from the date of award of Contract is seven (7) days. If the contractor fails to mobilize sufficient resources to complete the job in time, GIPCL may execute the job through other agency at the risk and cost of the contractor.
11. All statutory requirements applicable for working in Power Plant and Mines area shall be adhered to and followed.

12. The total estimated quantity of ash to be disposed at various distance ranges is described in Section E – Schedule of quantities and prices. The quantity of ash may vary depending on the performance of the plant, volume of rain fall, the off take of Ash by the external customers etc. The remaining / balance quantity of Ash, not lifted by external customers, is to be disposed by the Contractor. No any request regarding the idle charges of deployed vehicles, due to any reason whatsoever shall be entertained by GIPCL.
13. No damages to GIPCL property or any public property shall be admissible.
14. Contactor has to provide smart mobile phone and two wheeler to its supervisor / site in-charge for ease of communication while working in mines area.
15. Bidder can utilize the deployed trucks to supply ash to outside customers whenever there is no dumping requirement in Mines by deploying in regular queue with other outside trucks.

- **Specific Requirement**

Contractor shall submit copies of the following documents immediately on award of work and as and when demanded by Engineer In-charge:

- ❖ Suitable / valid driving licenses of dumper (tipper) drivers (of HMV / HCV category).
- ❖ R.C. book of dumpers deployed at site.
- ❖ Valid Insurance coverage of dumpers deployed at site.
- ❖ Valid Fitness certificates of dumpers
- ❖ Valid P.U.C of dumpers
- ❖ Vocational Training certificate issued under VT rule
- ❖ Medical of Driver/ Dumper Operator - as per Mine Rule 1955

PACKAGE B: Cleaning of Areas underneath and surrounding Fly Ash & Bed Ash Silos and connecting roads

The evacuation of Fly Ash from ESP & Bed Ash from Boiler is being carried out through pneumatic conveying system in all four (4) Units of Surat Lignite Power Plant. Finally, ash is respectively collected in the Fly Ash & Bed Ash Silos. At Ash Handling System (AHS) of GIPCL-SLPP, there are 4 nos. of Fly Ash & 4 nos. of Bed Ash silos. GIPCL is disposing ash in dry form by means of trucks. The trucks are being loaded underneath the Silos for sale to external Ash customers or for disposal to mines During truck loading and transportation, there is spillage of ash underneath and surrounding area of silos including connecting roads. Further overloaded truck need to be emptied at predefined location. All such spillage Ash has to be collected and should be disposed immediately to keep the area clean. The scope of work here, as per this Contract, includes accumulating the spillage fly ash & bed ash, from beneath silos and surrounding areas including connecting roads [total four (4) fly ash silos and total four (4) bed ash silos exists at GIPCL-SLPP],. Further, this accumulated/ collected ash shall be loaded in the Multi axle open truck / dumper (tipper) and shall be transported without emitting dust in environment at the following Ash disposal locations (distance ranges):

- (i) at a one way distance of 0 km to \leq 3 km from Fly Ash Silos – 3 & 4;
- (ii) at a one way distance of $>$ 3 km to \leq 6 km from Fly Ash Silos – 3 & 4;

The spillage Ash disposal quantities at either of the above locations shall be tentatively as mentioned in the detail scope of work & Section – E (Schedule of Quantities and Price). On any particular day, the spillage Ash disposal location shall be confirmed by Contractor from GIPCL's Engineer In-charge daily in the evening for the next day.

Further to the above specified spillage Ash cleaning beneath and surrounding area of all fly ash & bed ash silos, the following shall be executed on as and when required basis, as directed by Engineer In—charge:

- a) Cleaning of roads (i) connecting Fly Ash Silo – 3,4 to the main road for lignite transportation; (ii) connecting AHS Weighbridges to security office at fly ash silo entry; (iii) connecting to weighbridges & truck entry main road (connected to state highway), which are nearby Fly Ash Silo (FAS-3, 4).
- b) The parking area of trucks near weighbridges security office.
- c) 158 N road connecting fly ash silo-1 & 2 to bed ash silo-1 & 2.
- d) Sides of weighbridges near Fly ash silo 3 & 4.

Contractor shall comply the following pertaining to the spillage Ash accumulation, collection, loading, transportation & unloading which comprise the Cleaning job execution:

1. Cleaning of Area underneath & surrounding areas of Fly Ash & Bed Ash Silos including connecting roads on **daily basis** by accumulation / collection of Ash by using a loader (make & model: JCB (3DX) or equivalent) of suitable capacity and/or sufficient manpower. Minimum one (1) JCB / Loader shall be owned/ possessed by the Contractor as specified in Clause No. 5: Eligibility Criteria of Section-A as per this tender document. This accumulated / collected Ash shall be loaded into open truck/dumper (tipper) and transported to either of the above designated locations as directed by Engineer In-charge. Contractor has to ensure that no dust spillage / emission occurred during transportation and for controlling the emission of ash in ambient air; truck has to be transported after covering by tarpaulin. Further, the Contractor shall always ensure that there is no accumulation of ash in their scope of work area, which may hamper the normal truck loading process. This cleaning activity shall be executed on daily basis and the same shall be certified by GIPCL's Engineer In-charge in the presence of Contractor's supervisor on daily basis (probably in the evening). The JCB / equivalent loader shall be retained at site till the cleaning of silo areas gets completed for the day. The capacity of JCB / equivalent loader should be such that, it can load Ash in to a multi-axle trucks easily.
2. Contractor shall deploy JCB/equivalent loader, everyday, without fail, from **8:30 AM to 5:30 PM**. During requirement of execution in extended hours, Contractor shall keep the JCB deployed till the execution of the job, for the day, as directed by Engineer In-charge. However in case of urgency, Contractor shall make the JCB available in one hour notice other than above time, if required so.
3. Contractor shall own / possess minimum 1 No. multi-axle open truck/dumper (tipper) as specified in Clause No. 5: Eligibility Criteria of Section-A as per this tender document. This open tipper shall be deployed every day, for transporting the collected Ash at locations of mines located at above specified distance ranges.
4. The weighment shall be done at GIPCL's Weighbridges. Gate pass will be generated for each loaded trip after weighing. The duly signed/stamped gate pass copy, at

- receiving end by either security personnel or concerned representatives, will be the supporting document for arriving at the quantity of spilled ash accumulated, collected, lifted and transported.
5. Contractor has to take tare weight & gross weight of truck at GIPCL's Weighbridges to derive nett weight. Payment will be made for actual weight of ash transported in each vehicle. If Weighbridges are not in service or out of order, average net weight transported by any respective tipper in previous months shall be taken into account by Engineer In-charge.
 6. Contractor will ensure that during Ash loading & transportation along the road, there is no spillage from the tippers. If any spillage of ash during loading at silo or transportation along the road is reported to GIPCL, contractor shall have to clean the area immediately by deploying their resources without any cost implication to GIPCL.
 7. Contractor shall certified all the vehicles deployed by him at site, with Engineer In-charge for their healthiness at an interval of every three (3) months.
 8. Contractor shall mobilize the replacement for all the vehicles deployed by him at site, immediately on any breakdown of the respective equipment / vehicle.
 9. While executing the contract, if any legal situation, local litigations, etc. arises, it will be the responsibility of Contractor to manage amicably without any financial burden to GIPCL.
 10. During execution of contract, Contractor shall follow and comply all the safety, legal, statutory, etc norms, as applicable time to time.
 11. Contractor has to designate a person as a site incharge / Supervisor to look after and coordinate the daily activities. The supervisor shall report to Engineer In-charge of GIPCL and get the job certified on daily basis. The daily reports duly certified by GIPCL Engineer In-charge shall be submitted along with the monthly bill and the payment shall be made on the basis of the same.
 12. Mobilization period: Initial mobilization period from the date of award of contract shall seven (7) days. If the Contractor fails to mobilize sufficient resources to complete the job in time, GIPCL may execute the job through other agency at the risk and cost of the contractor.
 13. All statutory requirements applicable for working in power plant and mines area shall be adhered to and followed.
 14. Contractor shall report to AHS dept. for daily jobs executed.
 15. No damages to GIPCL property or any public property shall be admissible.
 16. All tools and plants and consumables shall be in the scope of contractor.

- **Specific Requirement**

Contractor shall submit copies of the following documents immediately on award of work and as and when demanded by Engineer In-charge:

- ❖ Suitable / Valid Driving licenses for JCB operator and open truck (tipper) driver(s) (of HMV / HCV category).
- ❖ R.C. book of Vehicles deployed at site.
- ❖ Valid Insurance coverage of Vehicles deployed at site.
- ❖ Valid Fitness certificates of Trucks / Dumpers
- ❖ Valid P.U.C of Trucks / Dumpers
- ❖ Vocational Training certificate if issued under VT rule
- ❖ Medical of Driver/ Dumper Operator - as per Mine Rule 1955

Under-performance of work:

The daily operating hours shall be from **07.00 am to 09:00 pm**. Contractor shall have to empty the silos for the day, as and when required, as directed by Engineer In-charge by 9:00 pm of the respective day. If the Contractor shall not be able to empty the Fly Ash and / or Bed Ash silos as per requirement, by 9.00 pm of the particular day and if Ash level in Silo becomes critical, it will be considered as Under performance and GIPCL shall be free to deploy any other party to get the work done at the risk and cost of Contractor. In case of such urgency, Contractor shall be prepared with the required / additional resources for the Ash Disposal up to 1,500 to 2000 MT per day.

If Contractor under performs as above for three (3) times in a Fortnight period, GIPCL reserves the authority to terminate the Contract immediately and forfeit the Security deposit of the Contractor.

1.1 FAILURE DURING EMERGENCY

During any emergencies, Contractor shall have to carry out the work by deploying additional required resources within four (4) hours of intimation, failing to which GIPCL reserves the right to carry out this work by engaging any other party at the risk and cost of Contractor. The expenditure occurred due to such situations, the Contractor will be held responsible & the same will be recovered from the Contractor's monthly bill / any other pending bills along with 10% Overhead charges plus applicable GST as per extant GST Laws & other taxes & duties as per applicable extant laws. For repetitive failure of such work for more than two incidents, GIPCL reserve the right to terminate the entire contract by forfeiting all pending dues, Security Deposit, after giving 15 days notice to the Contractor & this will be binding to the Contractor.

1.2 TO REMEDY DEFECTIVE WORK

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

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

2. DIESEL PRICE VARIATION

Diesel price variation will be applicable only if diesel **price increase or decrease more than 5% over the base price of diesel.**

- i) Base price will be the average of last 30 days diesel price at nearest PSU outlet (Nani Naroli) from plant from the date of publication of tender.
- ii) For calculation of diesel price variation, Monthly average diesel price for the claimed billing period (generally 21st to 20th) will be considered.

- iii) Diesel price variation will be applicable only on **50% component** of respective items mentioned in the Section-E of tender.

Effect of change in diesel price on SoR will be calculated as shown in below table. **Diesel and SoR rate considered here for calculation is indicative only.**

Calculation for increase of Diesel price for item as mentioned in <u>Package A & B of Section E</u>			
1	SoR rate	Rs / Ton	39.00
2	Base Price of Diesel	Rs/Lit	99.00
3	Monthly Average Price of Diesel	Rs/Lit	108.00
4	Difference in Diesel Price (3-2)	Rs/Lit	9.00
5	Change in Diesel Price (4/2*100)	%	9.09
6	Change in Diesel Price which is not applicable as per tender terms	%	5.00
7	Change in Diesel Price which is applicable (5-6)	%	4.09
8	Variable Component Specified in Tender	%	50.00
9	Rise in SoR (1*7*8/10000)	Rs / Ton	0.80
10	New SoR Rate after increase of diesel price (1+9)	Rs / Ton	39.80

Calculation for decrease of Diesel price for item as mentioned in <u>Package A & B of Section E</u>			
1	SoR rate	Rs / Ton	39.00
2	Base Price of Diesel	Rs/Lit	99.00
3	Monthly Average Price of Diesel	Rs/Lit	90.00
4	Difference in Diesel Price (3-2)	Rs/Lit	-9.00
5	Change in Diesel Price (4/2*100)	%	-9.09
6	Change in Diesel Price which is not applicable as per tender terms	%	-5.00
7	Change in Diesel Price which is applicable (5-6)	%	-4.09
8	Variable Component Specified in Tender	%	50.00
9	Rise in SoR (1*7*8/10000)	Rs / Ton	-0.80
10	New SoR Rate after decrease of diesel price (1+9)	Rs / Ton	38.20

3. PRICE & RATES

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

contract and such other costs that are not specifically mentioned herein but will be incurred by the Contractor for the satisfactory and timely completion of the work. The rates shall also include cost for mobilization / demobilization of manpower, equipments, materials, etc.

The quoted rates by the Contractor shall be firm throughout the Contract period and any agreed extension thereafter and shall not be subject to any escalation in prices, idle charges for equipment / machinery / vehicles, labour, overhead expenses etc. However Diesel price variation will be applicable as mentioned in the clause no 2 of Section D. No idle charges, due to any reason whatsoever, shall be payable due to delay in work by Contractor or due to non-availability of work front by GIPCL or any reason whatsoever.

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

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

3.1 TERMS OF PAYMENT

A. Conditions of Payment:

The Contractor shall raise the running Invoices in duplicate every month in respect of the work performed or completed during the month along with the documents as hereinafter provided. On receipt of the invoice complete in all respects and with all the said documents, the payment in respect of the same shall be made within 21 days of such receipt of a complete invoice as per the following terms of payment:

- (i) 100% of monthly RA bill along with 100% taxes shall be released against the work executed duly certified by GIPCL Income Tax (IT) will be deducted at source from monthly RA bills as per the rules in force.
- (ii) Five percent (5%) of the "Annual Contract Price excluding GST and 5% retention money from each RA bill as a cash security deposit" (up to 10% of annualized contract price) shall be submitted as per Clause no. 1 of Section-C as per this tender document. Security deposit & retention money will be returned to the Contractor without any interest after retention period of four months from actual contract completion date as certified by Engineer-in-charge as per Clause no.: 1 of Section-C.
- (iii) GST shall be paid along with bills after fulfillment of following terms:
 - (a) Submission of copy of registration certificate issued by GST Authority (to be furnished only once).
 - (b) Citing the GST Registration no. And the date of Issue of Registration certificate on invoices.
 - (c) Claim of GST amount with percentage (%) separately shown on the invoices.

- (d) The Contractor shall be required to submit the proof of payment of GST in previous month/quarter, as may be applicable as & when demanded by GIPCL.
 - (e) The Bidder shall inform the Owner in the event of its registration certificate is cancelled or discontinued for whatsoever reason.
 - (f) The vendor shall also mention on their invoice the HSN/SAC code as applicable under the GST laws under which GST is levied and a self certified authentic third party evidence (www.cbic-gst.gov.in) shall be adduced, one time, to that effect by the vendor.
- (iv) At the time of submission of the first monthly RA Bill, the Contractor shall submit a certificate from Engineer In-charge regarding availability of required equipments / machineries / vehicles with due healthiness, other required vehicles etc at site. The Contractor shall also furnish the checklist as per enclosed Annexure A in SECTION - F of this tender document along with the RA Bill of respective month.
- (v) The Contractor along with monthly RA Bill shall submit copy of P.F. Challan, wages register of previous/Last/current months, attendance sheet of previous/Last/current months & copy of ECR statement indicating the employee and employer's P.F contribution of previous/Last/current months with respect of employees employed by him for the contract at GIPCL site.
- (vi) The Contractor shall submit his Final Bill within a period of four months of the expiration, post any contract period extensions, if any, that may be granted by GIPCL to the Contractor or earlier termination of the contract as applicable. GIPCL shall not entertain any bill for any work item after expiration of period of four months.
- (vii) The Contractor shall include all his claims in the Final Bill submitted by him and accordingly the final bill submitted by the Contractor shall be deemed to be inclusive of all and whatsoever the claims that the Contractor may have from GIPCL. The Contractor shall not be entitled to claim any amounts which are not mentioned in the Final Bill and the Contractor shall be deemed to have waived any claims not mentioned in the Final Bill and shall not be entitled to recover the same from GIPCL subsequent to the submission of the Final Bill on any account and GIPCL shall stand absolved of all its liabilities in respect of any such claims not raised by the Contractor in his Final Bill.

B. Validity and Uniformity of Rates

The rates shall be firm and valid for the period of two years of the Contract Period, including any agreed extensions thereof and shall remain unaltered during Contract Period, including any agreed extensions thereof. **However, Diesel price variation will be applicable as mentioned in the clause no 2 & 3 of Section D respectively.**

3.2 SUBMISSION OF TECHNICAL DOCUMENTS TO THE ENGINEER IN-CHARGE:

Contractor shall submit following documents to the Engineer In-charge for verification purpose of the invoice:

- Measurement sheets along with gate pass or joint record of work done in the form of joint inspection report duly signed by authorized representative of Contractor and GIPCL's Engineer In-charge.

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

3.3 SUBMISSION OF STATUTORY COMPLIANCES WITH PERIODICAL / MONTHLY RA BILL(S)/FINAL RA BILL:

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

- (i) Copy of statutory compliance like labour license, wages payment register, EC Policy, PF paid Challan with ECR, etc. along wage certificate pertaining to previous/last/current billing month/s or period/s, as applicable, in the standard/required format.
- (ii) Notarized Indemnity Bond as per standard Proforma, in case of Final bill.
- (iii) No claim - No arbitration certificate as per Proforma at Annexure-D in Section-F., after the final bill amount is certified by GIPCL for payment and the same is made known to the contractor by GIPCL & accepted by the contractor.

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

3.4 MOBILIZATION AND EXECUTION

- a. **Initial mobilization:** After issue of LOI/ Work order, contractor has to mobilize all resources **within 7 days at site**. Subsequently the contractor shall mobilize resources at site as per need within period of four (4) hours as directed by GIPCL.
- b. Contractor shall provide required separate & independent site supervisors who will be responsible for supervision and execution of job in specified time with respect to quality, specifications, site preparations, safety, co ordination with GIPCL, joint measurements, etc. The supervisors shall coordinate with the Engineer In-charge of GIPCL for proper execution of the job.
- c. The resources required for execution of above jobs will vary from time to time, hence Contractor shall mobilize the resources accordingly.
- d. Contractor shall provide accommodation for the persons deployed by him for the work at his own cost.

3.5 QUANTITY OF WORK

The estimated quantities of work required to be carried out by the Contractor are as given in the Section - E (Schedule of Quantities and Price). These quantities are estimated and shall vary according to the exigencies of work at site. However, the rates quoted by Bidder shall remain firm irrespective of any variation in estimated quantities. Contractors shall engage required nos. of workmen / machinery / equipment / vehicle along with required tools & tackles as per work load and emergency situations throughout the contract period to perform his contractual duties.

In case, contract quantity / amount exhausted before completion of contract period, GIPCL reserve the rights to increase the quantities or contract amount for successful completion of

entire contract period. Contractor shall responsible to complete the particular job up to entire satisfaction of Engineer In-charge. The item rates remain firm & unchanged (except change due to Diesel price variation) till completion of the contract and any agreed extensions thereafter and shall not be subject to any escalation, idle charges for labour, machinery, equipment, vehicle, overhead expenses etc. for any reason whatsoever. However, Diesel price variation will be applicable as mentioned in the clause no 2 of Section D. The quantum of work of individual item may be up to any extent depending upon requirement. Under this contract, Contractor has to execute all work as per the Plant requirement.

3.6 GENERAL CONDITIONS OF CONTRACT

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

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

SECTION - E

SCHEDULE OF QUANTITIES AND PRICE

SECTION E						
SCHEDULE OF QUANTITIES AND PRICE						
Biennial Rate Contract (BRC) for (Package - A) Disposal of Ash at pre-designated locations of Mines pit / any other locations and (Package - B) Cleaning of underneath and surrounding areas of Fly Ash and Bed Ash Silos (Contract Period: 2022-24)						
Sr. No.	Job Description	Detailed Scope of Work	UoM	Total Annual Qty.	SoR (Rs.) (excl. GST)	Annual SoR Amount (Rs.)
Package - A. Disposal of Ash at pre-designated locations of Mines pit / any other locations						
1	Ash disposal (Fly Ash or Bed Ash) by Closed body dumpers (Tippers) to a one way distance 0 km to \leq 3 km from Fly Ash Silos (FAS) - 3,4	as detailed in SECTION - D above	MT	20,000	36	7,20,000
2	Ash disposal (Fly Ash or Bed Ash) by Closed body dumpers (Tippers) to a one way distance > 3 km to \leq 6 km from FAS - 3,4		MT	56,000	47	26,32,000
3	Ash disposal (Fly Ash or Bed Ash) by Closed body dumpers (Tippers) to a one way distance > 6 km to \leq 9 km from FAS - 3,4		MT	40,000	58	23,20,000
4	Ash disposal (Fly Ash or Bed Ash) by Closed body dumpers (Tippers) to a one way distance > 9 km to \leq 12 km from FAS - 3,4		MT	4,000	70	2,80,000
Package - B. Cleaning of underneath and surrounding areas of Fly Ash and Bed Ash Silos						
1	Spillage Ash collection / accumulation (by operating a JCB (3DX or equi. loader) & its transportation through Open truck (tipper) to a one way distance 0 km to \leq 3 km from Fly Ash Silos - 3,4	as detailed in SECTION - D above	MT	1,500	160	2,40,000
2	Spillage Ash collection / accumulation (by operating a JCB (3DX or equi. loader) & its transportation through Open truck (tipper) to a one way distance > 3 km to \leq 6 km from Fly Ash Silos - 3,4		MT	11,000	170	18,70,000
sub-Total: Total Annual Estimated SoR amount (excluding Contractors' Service Charge & GST) (Rs.)						80,62,000
Grand Total: Total Biennial Estimated SoR amount (excluding Contractors' Service Charge & GST) (Rs.)						1,61,24,000
Grand Total: Total Biennial Estimated SoR amount (excluding Contractors' Service Charge & including 18% GST) (Rs.)						1,90,26,320
Note: The rates shall include all equipments, machineries, vehicles, supervision, labour cost, consumables, tools, tackles, all taxes & duties.						
My Rates are as under:						
AT Estimated value						
OR _____ % (percentage) ABOVE the total estimated value						
OR _____ % (percentage) BELOW the total estimated value						

SECTION-F

LIST OF ANNEXURES& FORMS

1. ANNEXURE-A

CHECKLIST FOR PASSING THE BILLS

- | | | For the month of : | | |
|----|---|--------------------|---------------------------|--------|
| 1) | Work Order / P.O. No. & Contract value | : | | |
| 2) | Nature of work | : | | |
| 3) | Duration of Work Order | : | From | to |
| 4) | Maxi. No. of manpower per day deployed in the month. | : | M | F |
| | | | | Total |
| 5) | Details of Labour License | : | Valid up to | for |
| | | | Persons. | |
| 6) | Details of E.C Policy | : | Valid up to | for |
| | | | Persons. | |
| 7) | Documents attached for verification for the previous month. | : | Wage & Attendance Sheets. | Yes/No |
| | | | P.F Challan | Yes/No |
| 8) | Documents attached for verification (in case of Final Bill) | : | Bonus Payment Register | Yes/No |
| | | : | Leave wage register | Yes/No |
| 9) | Security Deposit / Retention Money lying with Co. | : | Yes / No if yes, Rs. | |

Date:

Signature of Contractor
with official stamp

2. ANNEXURE-B

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

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

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

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

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

2. WeBank having its branch office atdo hereby agree and undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Company stating that in the opinion of the Company, which is final & binding, the amount claimed is due by reason of default made by the Contractor(s)/ Seller(s) in performing any of the terms & conditions of the said Contract including defect liability obligations, in fulfilling the performance guarantee obligation or loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said Contractor (s)/ Seller(s) of any of the terms & conditions of the contract. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted to Rs. -----(Rsonly)
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/ Seller(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the owner proceeding against the Contractor(s)/ Seller(s).

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

Date _____
Corporate Seal of the Bank

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

3. ANNEXURE-C

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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

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

1. WHEREAS M/s.Gujarat Industries Power Company Limited having its Corporate Office at PO: RANOLI, Dist. Vadodara – 391 350, Gujarat State, India (hereinafter called “The Company Owner” which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has issued tender paper vide its Tender No.....for ----
----- (hereinafter called “the said tender”)to M/s.....(hereinafter called the said Tenderer(s)” which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns and as per terms and conditions of the said tender, the tenderer shall submit a Bank guarantee for Rs..... (Rupees.....only) towards earnest money in lieu of cash.
2. WeBank having its branch office at do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Company stating that in the opinion of the company which is final and binding, the amount claimed is due because of any withdrawal of the tender or any material alteration to the tender after the opening of the tender by way of any loss or damage caused to or would be caused or suffered by the Company by reason of any breach by the said tenderer(s) of any of the terms and conditions contained in the said tender or failure to accept the letter of Intent Agreement or that the amount covered under this Guarantee is forfeited. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee, However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....only).
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the tenderer (s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the owner proceeding against the tenderer.
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said tenderer(s) but shall in all respect and for all purposes be binding and

operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.

5. WeBank Ltd. further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer(s) and or till all the dues of the company under or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorized officer of the company certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer (s) and accordingly discharges the guarantee.
6. That the Owner Company will have full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time the exercise of any of the power of the owner under the tender.
7. Notwithstanding anything contained herein before, our liability shall not exceed Rs..... (Rupees.....only) and shall remain in force till..... (Date to be filled up shall be 180 days from the date of submission of Bid).

Date _____

Seal of the Bank

.....Bank
Corporate

By its constitutional Attorney

Signature of duly Authorized person
On behalf of the Bank
With Seal & Signature code

4.0 ANNEXURE - D

PROFORMA CERTIFICATE
(No claim, No arbitration)

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

Dear Sir,

Subject: _____

Ref: Work Order No.: _____ dated _____

We hereby confirm with free consent as under:-

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

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

For, M/s _____

Signature, Stamp and date

5.0 ANNEXURE – E

Schedule of Deviation from Technical Specification and Commercial Terms and Conditions

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

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

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

6.0 **ANNEXURE – F**

Declaration cum Undertaking for Safety Laws and Regulations Compliance (To be submitted on Company's Letter Head)

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

Signed and Stamped by the
Authorized Signatory of the Bidder

a. **ANNEXURE-G**

Declaration for Contractual Litigations (To be submitted on Company's Letter Head)

Please Tick (✓) whichever is correct option

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

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

Please Tick ()

OR

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

Please Tick ()

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

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

Signed and Stamped by the
Authorized Signatory of the Bidder

a. ANNEXURE-H

PARTICULARS OF THE BIDDER

Sr. No.	Particulars	Please provide information here.
1.	Name of Bidder	
2.	a. Registered Office Address: b. Address for Correspondence: c. E-mail ID:	
3.	Contact Details: Contact Person Name Telephone No. : Mobile No.:	
4.	Year of establishment PAN No. GST No	

COMPANY SEAL

SIGNATURE

NAME

DESIGNATION

COMPANY

DATE

a. ANNEXURE-I

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

1. For making online payment, first go to the website: **www.gipcl.com**
2. Then, click on the caption/link as can see like:

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

(The link is visible as horizontal highlighted below Tenders - News & Update Section. Can be seen in below screenshot)

3. After clicking the link the new page will open. On this page, No need to enter User Name and Password. Directly click on “Payment Form” given below the sign in option.
4. After clicking the “Payment Form”, the vendor has to enter the details asked which will be self explanatory. It is desired that all the information may be filled correctly so that the payment made can be tracked.

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

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

After entering the details, click on SUBMIT Button.

5. The vendor/Party will be redirected to Payment Gateway. By selecting the desired payment mode, payment can be made:
6. After making the payment, the receipt will be generated which has to be shared with Concerned Person of GIPCL.

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

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

10.0 ANNEXURE-J

CERTIFICATE OF COMPLIANCE BY CONTRACTOR

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

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

For M/s.

Authorized Signature with Stamp

Place: Nani Naroli

Date :

Through :HoD

To,
AGM (HR&A)

11.0 ANNEXURE – K

ETHICS PACT

GUJARAT INDUSTRIES POWER COMPANY LIMITED

PO : RANOLI, DIST : BARODA – 391350

Reference PO No.

Date:

Integrity Pact No.:

Contract Period:

OUR ENDEAVOUR

To create an environment where Business Confidence is built through best business practices and is fostered in an atmosphere of trust and respect between providers of goods and services and their users for the benefit of stakeholder, society and the nation.

GIPCL'S COMMITMENT	PARTY'S COMMITMENT
To maintain the highest ethical standards in business and professions	Not to bring pressure / recommendation from outside GIPCL to influence its decision.
To ensure maximum transparency to the satisfaction of all stakeholders.	Not to use intimidation, threat, inducement or pressure of any kind on GIPCL or any of its employees.
To fulfill the terms of agreement / contract and to consider objectively the viewpoints of other stakeholders.	To be prompt and reasonable in fulfilling the contract, agreement and legal obligations.
To ensure regular and timely release of payments for works done/services provided	To provide goods and / or services timely as per agreed quality and specifications.
To ensure that no improper demand is made by employees or by anyone on our behalf.	To maintain the general discipline in our dealings and transactions.
To give maximum possible assistance to all the Vendors / Suppliers / Service Provider and others to enable them to complete the works in time.	To be truthful and honest in furnishing information.
To provide all necessary information to suppliers /contractors relating to contract / job to facilitate them to complete the contract / job successfully in time.	Not to divulge to others any information, business details about GIPCL made available during the course of business relationship without the written consent of GIPCL.
To ensure that no hurdles are caused to vendors / suppliers / contractors in execution of agreement / contract / work.	Not to enter into cartel / understanding whether formal or informal so as to influence the price.

Seal & Signature
(GIPCL's Authorized signatory)
Name:
Designation :

Seal & Signature
(Party's Authorized signatory)
Name:
Designation: