



E-Tender for “Surat Lignite Power Plant’ Biennial Rate Contract for services of JCB-3D Machine at Feeder breaker & Apron Feeder for cleaning of tipping point, breaking lignite lumps, removing big stones and miscellaneous jobs at SLPP for the period two Year from Feb 2024.

Bid No.: SLPP/Mine/ JCB-3D /2023-24

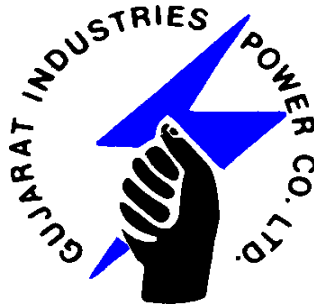
**GUJARAT INDUSTRIES POWER COMPANY LIMITED**  
**(Surat Lignite Power Plant)**

**AT & POST NANI NAROLI**  
**TALUKA: MANGROL**  
**DIST: SURAT**  
**PIN 394112 (GUJARAT)**

TENDER DOCUMENTS FOR  
Biennial Rate Contract for services of JCB-3D Machine at Feeder breaker & Apron Feeder for cleaning of tipping point, breaking lignite lumps, removing big stones and miscellaneous jobs for the period two Years from Feb 2024.

Bid No.: SLPP/Mine/ JCB-3D /2024-26

(2024-2026).





E-Tender for “Surat Lignite Power Plant’ Biennial Rate Contract for services of JCB-3D Machine at Feeder breaker & Apron Feeder for cleaning of tipping point, breaking lignite lumps, removing big stones and miscellaneous jobs at SLPP for the period two Year from Feb 2024.

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



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Bid No.: SLPP/Mine/ JCB-3D /2023-24

### **NOTICE INVITING TENDER (NIT)**

Offers are invited for the Biennial Rate Contract for services of JCB-3D Machine at Feeder breaker & Apron Feeder for cleaning of tipping point, breaking lignite lumps, removing big stones and miscellaneous jobs at SLPP for the period two Year from Feb 2024.

- Estimated quantity of Lignite feeding: 74.00 Lakh (2 x 37.00 Lakh Te/year).
- Contract Period: 02 (two) Year. Further GIPCL reserves the right to extend the original contract period up to three month on the same terms and conditions and this extension will be binding on the contractor..
- EMD: Rs. 54,000 (Rupees Fifty Four Thousand only),
- Tender document fees: Rs. 2950/- (Rupees Twenty Nine Hundred Fifty only)
- Last date of submission of entire offer on online: **10/11/2023** up to 17.30 hrs.

The bid document can be downloaded from web site <https://www.nprocure.com> or <http://www.gipcl.com>. For details of Pre-Qualification Criteria & other terms and conditions visit us on <https://www.nprocure.com> or contact General Manager (Mines) at below said address. Bidders are advised to keep visiting <https://www.nprocure.com> website till last date and keep themselves informed for updated information, if any.

Gujarat Industries Power Company Limited,  
Surat Lignite Power Plant,  
At & P.O. Nani Naroli, Taluka Mangrol,  
Dist. Surat-394 110, Gujarat  
Fax: (02629) 261112



E-Tender for “Surat Lignite Power Plant’ Biennial Rate Contract for services of JCB-3D Machine at Feeder breaker & Apron Feeder for cleaning of tipping point, breaking lignite lumps, removing big stones and miscellaneous jobs at SLPP for the period two Year from Feb 2024.

Bid No.: SLPP/Mine/ JCB-3D /2023-24

**NOTICE INVITING TENDER (NIT)**  
**Bid No.: SLPP/Mine/ JCB-3D /2024-26.**

Name of work	Biennial Rate Contract for services of JCB-3D Machine at Feeder breaker & Apron Feeder for cleaning of tipping point, breaking lignite lumps, removing big stones and miscellaneous jobs at SLPP for the period two Year from Feb 2024. Bid No.: SLPP/Mine/ JCB-3D /2023-24								
Place of work	Surat Lignite Power Plant, Village: Nani Naroli, Taluka: Mangrol, Dist.: Surat – 394112 (Gujarat).								
Quantity	The successful bidder will be awarded this contract involving total quantities of various items as mentioned against item descriptions in BOQs.								
Contract period	For Two Years. Further GIPCL reserves the right to extend the original contract period up to three month on the same terms and conditions and this extension will be binding on the contractor.								
EMD	<b>Rs. 54000/-</b> (Rupees Fifty Four Thousand only), <b>The EMD shall be in the form of RTGS or Demand Draft payable at SBI, Nani Naroli or Bank Guarantee in favour of Gujarat Industries Power Co. Ltd.as per following detail</b>								
	<table border="1"><thead><tr><th>Bank</th><th>Payable at ;</th></tr></thead><tbody><tr><td><b>1. Bank of Baroda</b></td><td><b>Mosali, Dist- Surat</b></td></tr><tr><td><b>2. State Bank of India</b></td><td>Nani Naroli, <b>Branch Code 013423</b></td></tr><tr><td><b>3. Any Nationalized Bank</b></td><td><b>Surat</b></td></tr></tbody></table>	Bank	Payable at ;	<b>1. Bank of Baroda</b>	<b>Mosali, Dist- Surat</b>	<b>2. State Bank of India</b>	Nani Naroli, <b>Branch Code 013423</b>	<b>3. Any Nationalized Bank</b>	<b>Surat</b>
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<b>3. Any Nationalized Bank</b>	<b>Surat</b>								
<b>RTGS only as per following detail</b> <b>1. Beneficiary Name - Gujarat Industries Power Co. Ltd</b> <b>2. A/C no. -33514692834</b> <b>3. Name of Bank - State Bank of India</b> <b>4. Bank Address – Utility Building, Nani Naroli, Tal- Mangrol, Dist- Surat</b> <b>5. IFSC Code-SBIN0013423</b> <b>6. MICR Code- 394002513</b>									
<b>The EMD shall submitte in the form of Demand Draft/irrevocable Bank Guarantee in favour of Gujarat Industries Power Co. Ltd. From any Schedule Public Sector Bank or Schedule Private Sector Bank as per Performa of BG enclosed with this e-tender as Annexure-C.</b>									



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Cost of tender document / tender fee	<b>Rs. 2,950/- (Rupees Two Thousand Nine Hundred Fifty Only)</b> <b>Non refundable Tender fee shall be in the form of RTGS only as per following detail</b> <b>1. Beneficiary Name - Gujarat Industries Power Co. Ltd</b> <b>2. A/C no. -33514692834</b> <b>3. Name of Bank - State Bank of India</b> <b>4. Bank Address – Utility Building, Nani Naroli, Tal- Mangrol, Dist- Surat</b> <b>5. IFSC Code-SBIN0013423</b> <b>6. MICR Code- 394002513</b>
Availability of online e-Tender document	On web site <a href="https://www.nprocure.com">https://www.nprocure.com</a> or <a href="http://www.gipcl.com">http://www.gipcl.com</a>
Downloading of tender document from website	From <b>12/10/2023 to 10/11//2023</b> up to 17.00 hrs.
Issue of Corrigendum to document, if required:	As and when required till last date of submission.
Last date of online submission of entire offer	<b>10/11/2023 up to 17.00 hrs.</b> on website: <a href="https://www.nprocure.com">https://www.nprocure.com</a>
Submission of EMD, Tender Fee and Techno-Commercial (Part-I) Bid in Physical form along with supporting documents at below mentioned address:	On or before <b>13/11/2023 up to 17.00 hrs</b> at office of Surat Lignite Power Plant, Nani Naroli, Dist. Surat.
<b>E-Reverse Auction:</b>	<b>E-Reverse Auction will be conducted and informed by GIPCL to all qualified Bidders.</b>

**Notes-** The above details are for information purposes only and the details are provided in the document. Bidders are advised to read the bid document before submitting the bid.

1. Amendment / corrigendum of the bid document, the forms, schedules etc. may be done any time by GIPCL during the period between publication of notice and submission of bid in the web site. The Bidders are required to visit the web site regularly till the last date of online bid submission (**i.e. 10/11/2023 up to 17.00 hrs.**).
2. GIPCL reserves the right to reject any or all the offers / bids received 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 on-line in the web site <https://www.nprocure.com>
5. The EMD, Tender fee & other supporting documents of bids (Techno-Commercial) are to be submitted in physical form only at the following address: -

**General Manager (Mines)**

Gujarat Industries Power Company Limited,  
Surat Lignite Power Plant, At & P.O. Nani Naroli,  
Taluka Mangrol, Dist. Surat-394 112, Gujarat  
Phone: (02629) 261063-72/87 (**11 lines**).  
E-Mail: [pcgoyal@gipcl.com](mailto:pcgoyal@gipcl.com)



## **DEFINITIONS, INTERPRETATIONS ETC.**

### **Definitions:**

1. **Authorized Representative(s) and Signatories:** Each Bidder shall designate maximum two persons (“Authorized Representatives and Signatories”) authorized to represent the Bidder in all matters pertaining to its bid. These designated persons should hold the power of attorney duly authorizing them to perform all tasks including but not limited to signing and submitting the bid; to participate in all stages of the Bidding process; to conduct correspondence for and on behalf of the Bidder, and to execute the Bid Agreement and any other documents required to give effect to the outcome of the Bidding process. The original power of attorney, duly notarized, in favor of the Authorized Representatives and Signatories shall be enclosed by the Bidder along with the covering letter.
2. **Bidder:** Bidder means the person or persons, firm, Co-Operative Society or company that has submitted a Bid in response to this document.
3. **Co-Operative Society:** Co-operative Society formed for the purpose including that of Lignite / any mineral transportation work.
4. **Partnership Firm:** In case of a partnership firm the same shall be registered and, each of the partners shall be jointly and severally liable for all liabilities, actions/duties and claims including financial, legal, environmental and technical liabilities on behalf of Bidding Consortium.
5. **Proprietorship entity:** In case of a proprietorship entity, the proprietor shall be responsible for all interactions with GIPCL. However, both Members of the Bidding Consortium shall be jointly and severally liable for all liabilities, actions/duties and claims including financial, legal, environmental and technical liabilities on behalf of Bidding Consortium.
6. **Performance Bank Guarantee/ Security Deposit:** Performance Bank Guarantee shall mean the guarantee to be furnished by the Contractor who is selected based on the Bidding process.
7. **Financial Year:** Financial Year shall mean the 12 month period corresponding to the audited financial statements.
8. **Net Worth:** Net worth is the sum total of paid up capital and free reserves. Free reserves means all reserves credited out of the profits and share premium account but do not include reserves credited out of revaluation of assets, write back of depreciation provisions and amalgamation. Further, any debit balance of profit and loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from Reserves and Surplus.
9. **Turnover:** Turnover is Gross Sales or Gross Revenues, as defined by the Indian Accounting Standards published by the Institute of Chartered Accountants of India.
10. **Qualifying Proposal Requirements:** Qualifying requirements shall mean the requirements set forth in this document for the purpose of evaluation.
11. **“Company” or “GIPCL” or “Management”** shall mean Gujarat Industries Power Company Limited including its successors in office and as signees or its representatives authorized to act on its behalf for the purposes of contract.
12. **“Clause” or “provision”** shall mean the clause and sub clauses of this bid document and/or agreement etc.
13. **“Contractor”** shall mean the person or persons, firm, Co-Operative Society or company, whose bid has been accepted by the GIPCL and shall include his/its/their legal representatives, administrators, successors and assigns.



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14. **“Contract Document”** shall mean collectively bid documents, designs, drawings, plans, specifications, agreed variations, if any and other documents constituting the bid and acceptance thereof.
15. **“Completion Certificate”** shall mean the certificate to be issued by the GIPCL when the work/ s have been completed to his satisfaction as per terms of the contract.
16. **“Commencement of work”** shall mean start of work by the contractor as per contract terms to the satisfaction of the GIPCL.
17. **“Letter of Intent” or “Detailed letter of Acceptance” or “Work order”** shall mean intimation by a letter/ fax/E-mail to Bidder that his / their bid has been accepted, in accordance with the provision contained in the letter/fax/E-mail.
18. **“SLPP”** shall mean the Surat Lignite Power plant of M/s Gujarat Industries Power Company Limited located at Nani Naroli in Tal Mangrol, Dist.: Surat.
19. **“Lignite”** means lignite / carbonaceous material with designated quality supplied by Tadkeshwar Lignite Mine of GMDC Ltd.
20. **“Lime Stone”** means the lime stone of size maximum 150 mm to minimum 10 mm size after crushing.
21. **“Schedule of quantities”** shall mean the quantities of lignite to be transported and as provided in the contract, for execution of the contract.
22. **“Bid” shall mean the bid submitted** by the Bidder against this bid enquiry document for acceptance by the GIPCL.
23. **“Tonne”** shall mean metric tonne (1000 kilograms.)
24. **“Lignite Stockyard”** shall mean lignite stock and includes the lignite, whether stocked separately or otherwise.
25. **“Site / Work In-charge”** shall mean a person authorized by the GIPCL management, who will look after all the activities related with transportation of Lignite/ to this contract. **Lignite Stockyard”** shall mean lignite stock and includes the lignite, whether stocked separately or otherwise.

## **INTERPRETATIONS**

1. Wherever it is mentioned that the contractor shall do or perform or cause to be done certain work/s or provide certain facilities or discharge certain obligation/s or make certain provision/s etc., it is expressly agreed and understood that each and every such work/s, facility, obligation/ s or provisions etc. shall be made and/ or provided by the contractor to the satisfaction of the GIPCL at the cost and consequences of the contractor.
2. Several clauses and documents forming the contract are to be taken in harmony. Should there be any discrepancy, inconsistency, error or omission in the contract or for any of the matter/s, the same shall be referred to in writing by the contractor to the GIPCL, whose interpretation/s, decision in writing shall be conclusive, final and binding on the contractor.
3. The works shown upon the drawing but not mentioned in the specifications or described in the scope of work without being shown on the drawings shall nevertheless be held to be included in the same manner as if they had been specifically shown upon the drawings and described in the scope of work.
4. All headings and marginal notes to the various clauses of the contract are solely for the purpose of giving a concise indication and not a summary of the contents thereof and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof, or the provisions of the contract.
5. In the contract, unless otherwise stated specifically, the singular shall include the plural and vice versa, wherever the context so requires , the words



interpreting person/s shall include incorporated companies, registered association, body of individuals or partnership firm.

6. Where any portion of the General Conditions of the contract is repugnant to or at variance with any provisions of the Special Conditions of the Contract, then, unless a different intention appears, the provisions of Special Conditions of the contract shall be deemed to over ride the provision of the General Conditions of the Contract and shall to the extent of such repugnancy or variations, prevail.
7. Notwithstanding the sub-divisions/s of the various clauses of the contract into the separate parts/ sections, every part of such shall be deemed to be supplementary to and complementary of each and every other part and shall be read with and into the contract so far as it may be practicable to do so.
8. General conditions of the contract shall be read in conjunction with the special conditions of contract, specification of work, drawings and any other documents forming part of this contract wherever the context so requires.
9. The materials, designs and workmanship etc. shall mean the same as specified in the relevant Indian Standards and the job specifications contained herein and codes, referred to in the contract and the additional requirements, if any, shall also be satisfied by the contractor.
10. No Director or official or employee of the company shall in any way be personally bound or liable for the acts or obligations of the company under the contract or answerable for any default or omissions in the observance or performance of any of the acts, matters or things which are herein contained.
11. No amendments to the contract shall be valid unless specifically made as an amendment in writing to the contractor and signed by the authorized representative of the parties, to the contract.
12. The titles or headings in this Bid Document are for convenience and easy reference only and shall not be taken into account for the purpose of construction or interpretation of this Bid Document.
13. Any reference to “person” shall include individuals, companies, firms, corporations and associations or bodies of individuals, whether incorporated or not and shall include their respective successors in business and permitted assigns.
14. A reference to any gender includes the other gender.
15. Unless otherwise specified, a reference to a Section, Clause, Annexure, Schedule, Attachment or paragraph is a reference to a Section, Clause, Annexure, Schedule, Attachment or paragraph of this Document.
16. The terms “include” and “including” shall be deemed to be suffixed with the words “without limitations”, whether or not so followed.
17. Words imparting singular shall also include plural and vice-versa and any word defined in the singular shall have the corresponding meaning when used in the plural and vice versa.

### **Governing Law**

1. The Document shall be governed by and interpreted in accordance with laws in force in India and the Courts of Vadodara shall have exclusive jurisdiction over matters relating thereto.





## SECTION – I

### INSTRUCTIONS TO BIDDERS Brief Introduction

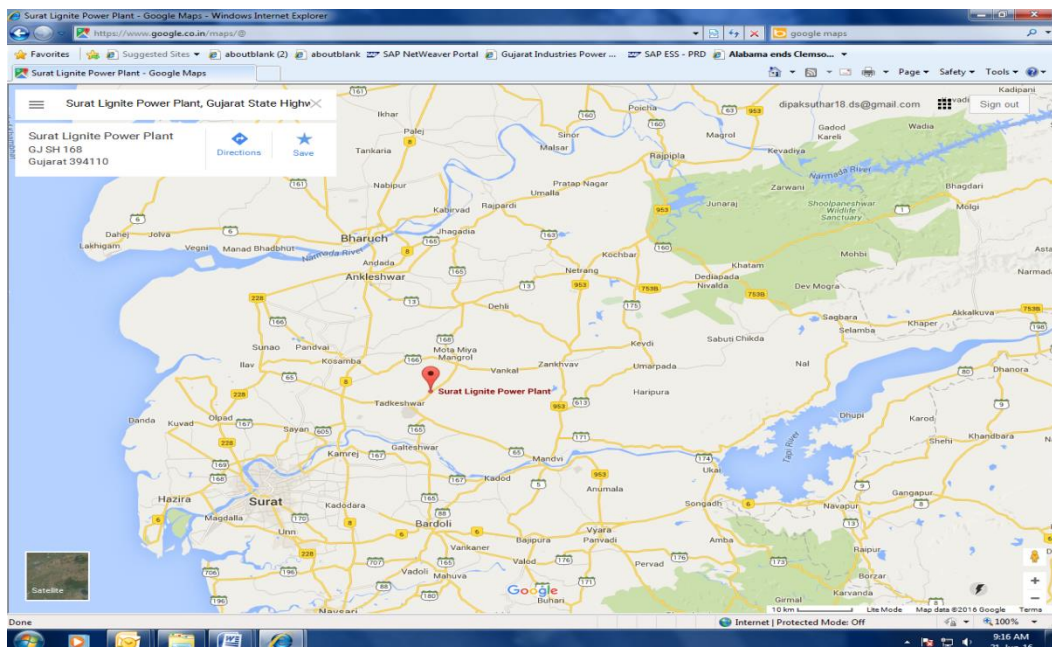
#### 1.1 Plant Synopsis:

Gujarat Industries Power Company Limited (GIPCL) (henceforth be named Company/GIPCL), is a Premier Power Utility in the State of Gujarat with an installed capacity of 810 MW and 5 MW Solar Power Plant. 51 MW Wind Energy Farm Project is under installation and commissioning stage. GIPCL has issued Lol (Letter of Intent) for 26 MW and 71.40 MW Wind Energy Farm Projects. 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, Dist.: Surat.

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

Surat Lignite Power Plant (SLPP) is accessible by road from Kim and Kosamba, which are on Mumbai-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.

**Note: Plant Synopsis may be updated with respect to plant.**





1.2

**Location:**

The proposed site i.e. Lignite and Limestone Stockyards are situated in the premises of Surat Lignite Power Plant (SLPP) near Mangrol Town of Surat District. This is about 55 kms from the Surat District Head Quarter. The Site can be approached from National Highway (NH-8) connecting Kim Four Road Junction (Kim Char-Rasta), which lies in between Surat and Bharuch. The major road connecting Mangrol and Kim via Tadkeshwar passes through the property.

1.3

**Climate:**

Climate of the area is subtropical. The annual rainfall recorded during past 15 years ranges between 1200 mm to 2310 mm. The highest precipitation occurs normally from last week of June to last week of September. The area in general is more or less flat with some minor undulations. The general slope of the area is towards Kim river flowing from the north eastern part. Kim river is a seasonal river which flows in the northwest direction.

1.4

**The Contract:**

Biennial Rate Contract for services of JCB-3D Machine at Feeder breaker & Apron Feeder for cleaning of tipping point, breaking lignite lumps, removing big stones and miscellaneous jobs at SLPP for the period two years.

1.5

**Scope of Work:**

**JCB-3D** (i.e. wheels mounted shovel cum loader Machine) **or similar Capacity JCB/Machine:**

- 1.5.1 Cleaning of spillage material/lignite near both feeding points i.e. Vastan feeder breaker near Vastan stock yard & Apron feeder near JNT-13. At least two JCB with operator shall remain readily available all the time, one each at both locations (Feeder breaker and Apron feeder) for round the clock work operation (24x7).
- 1.5.2 Cleaning of stones which are retained on grizzly over the both feeding points.
- 1.5.3 Breaking of lignite lumps which are retained on grizzly over the both feeding points.
- 1.5.4 Cleaning of lignite which are jammed/over loaded in hopper at any feeding points due to system breakdown or any other reason.
- 1.5.5 Cleaning of unusual & heavy spillage of Lignite outside the feeding points, or on lignite road due to any reason whatsoever.
- 1.5.6 Cleaning of drain along periphery of out-plant stockyards and area around weighbridges as and when require.
- 1.5.7 Cleaning of bushes along the Lignite out-plant stockyards and area around weighbridges as and when require
- 1.5.8 Any other miscellaneous work at any lignite feeding point, directed by GIPCL’s officials.
- 1.5.9 JCB-3D Machines sound enough to lift the lignite and stones on the sloped ramp even if it is raining i.e. on wet & slippery slope.

JCB-3D Machines minimum Engine capacity 76 Hp or more & Buckets Capacity both side backhoe/front-loader - 0.3/1.5 CuM for execution of work. Model of JCB-3D Machines should not be older **than 2018**.

Scope of works also includes any other work which is required to be carried out by the JCB-3D Machines, as directed by GIPCL officials. Bidder has to deploy **two** JCB-3D Machines at each place i.e. Feeder breaker near Vastan Lignite stock yard and Apron feeder near JNT-13.



In addition to this, if required one more JCB has to be provided within 24 hours of instruction given by the GIPCL official.

## 1.6 Duration and Quantity of Work

1.6.1 The period of contract will be 02 (Two) Years **from Feb, 2024**, Further GIPCL reserves the right to extend the original contract period up to three month on the same terms and conditions and this extension will be binding on the contractor.

The total work quantity of required for the below said equipments for the entire contract period are as follows:

Total no of Equipment will be required	Tentative total lignite quantity to be feeding at two different feeding points
<b>Two</b> nos of JCB-3D Machines at each place:	
1. Feeder breaker near Vastan Lignite stock yard	2 x 37,00,000 Tonne per year <b>=74,00,000 Tonne</b>
2. Apron feeder near JNT-13.	

Further GIPCL reserves the right, lignite feeding quantity may increase or decrease. The total work quantity for Machine are only indicative/ estimated figures. The actual work quantity will depend solely on the requirement of the exigency of work at site. The Bidder/ Contractor has agreed and understood that the requirement of work quantity of JCB-3D Machine may vary from time to time, to which the Bidders/Contractor shall not have any objection. Accordingly, the Contractor shall not be entitled to any compensation or indemnity on account of increase or decrease in the work quantity of JCB-3D Machines.

1.6.2 The minimum work quantity provided by GIPCL’s office and fulfillment of the daily work also, are fundamental obligations of the Contractor and the Contractor is required to strictly adhere to the daily and monthly schedule as well as yearly schedule provided and monitored by GIPCL’s Office.

## 1.7 General Instructions:

1. The Bidders who are interested in participating in the tender must read and comply with the instructions and the Terms & Conditions contained in the tender documents.
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. 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.
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.

5. Bidder has to submit all the information as per required Bid document. Failure to furnish all the information as per required Bid documents or submission of a Bid containing deviations from the contractual terms and conditions, specifications and requirements, shall be rejected.
6. The Bids shall be submitted within the time frames set out in the Notice Inviting Tender (‘NIT’) and Bids submitted thereafter shall not be accepted and considered.
7. The tender documents shall not be transferable.
8. The Bidders are expected to examine all instructions, forms, terms & specifications in the Bid documents and to get fully acquainted themselves with all the conditions and matters which may affect the subject matter of the work/tender or the cost thereof. If any Bidder finds any discrepancies or omissions in the specifications and documents or any doubt in true meaning or interpretation of any part, he shall seek necessary clarifications in writing if required.
9. Conditional offers shall not be considered and liable to be rejected.
10. The Company reserves the right to extend the deadlines for submission of the Bids by giving amendments.
11. During evaluation of Bids the Company may, at its discretion ask the Bidder (s) for clarification of their Bid. The request for clarification and the response shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted.
12. The Company reserves the right to amend/ modify the Bidding documents at any time prior to the deadline for submission of Bids, either at its own discretion or in response to the clarification requested by a prospective Bidder. In such case, the Company may in its discretion extend the deadline for submission of Bids in order to facilitate the prospective Bidders for incorporating the effect of the amendment in their Bids.
13. The Bidders shall bear all costs and expenses associated with the preparation and submission of their respective Bids, to attend meetings or conferences, if any, including any pre-award discussion with the successful Bidder, technical and other presentations etc. and the Company shall not be liable for any expense thereof.
14. 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.
15. Timely and satisfactory completion of the work and strict adherence to the allotted time frames for jobs shall be the essence of the contract.
16. The Company reserves the right to qualify/disqualify any applicant without assigning any reason.
17. The Bidder shall be disqualified if any untrue statement or misrepresentation is made in the Bid forms, attachments and other supporting documents submitted by the Bidder.

## 1.8

### **Plant Visit / Site Visit:**

The Bidders are advised to visit the proposed work Site after downloading the tender copy from <https://www.nprocure.com> or <http://www.gipcl.com> to study the actual working and all other related conditions, before submitting their offer.



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

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

The submission of tender by a contractor implies that he has 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, temperature of fresh drained hot bed material, right of way, high flood level in River, flow of water during monsoon/dry season in the River/Nallah, the type and number of equipment and facilities required for the satisfactory completion of work, the quantity of various items of the work, the availability of local labour, availability and rates of material, local working conditions, uncertainties of weather, obstructions and hindrances that may arise, etc which may affect the work or cost thereof, before submission of his Bid. Ignorance of site conditions shall not be accepted by the GIPCL as basis for any claim for compensation. The submission of a Bid by the BIDDER will be construed as evidence that such an examination was made. Any later claims / disputes in regard to rates quoted shall not be entertained or considered by the GIPCL.

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



## 1.9 Eligibility Criteria:

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

Experience taken in the capacity of sub contractor shall also be considered provided experience certificate is issued, by the Main company, for which the contract work is carried out, in the name of sub contractor.

- 1.9.1** Bidder should possess minimum three years of experience out of last five years in similar nature of jobs or work which include **JCB-3D Machine** (i.e. wheels mounted shovel cum loader Machine) / **similar capacity machine** and should enclose proof of the same. Bidder shall submit necessary evidence for the same like attested copies of work orders along with work completion certificates from clients. The work completion certificate shall comprise value of the work.

Bidders should have executed the work directly.

- 1.9.2** The experience should be either of the following:

1. One similar completed work each costing not less than the amount equal to Rs 16 Lakh of the total annualized estimated cost during any of the last five financial years (2018-19,2019-20, 2020-21, 2021-22 & 2022-23 and the current FY) or
2. Two similar completed work each costing not less than the amount equal to Rs 11 Lakh of the total annualized estimated cost during any of the last five financial years (2018-19,2019-20, 2020-21, 2021-22 & 2022-23 and the current FY) or
3. Three similar completed work each costing not less than the amount equal to Rs 8 Lakh of the total annualized estimated cost during any of the last five financial years (2018-19,2019-20, 2020-21, 2021-22 & 2022-23 and the current FY).

Experience taken in the capacity of sub contractor shall also be considered provided experience certificate is issued, by the Main company, for which the contract work is carried out, in the name of sub contractor.

**The Bidder should directly own and should readily have atleast two number of JCB-3D machine or similar Capacity of machine, which should not be older than 2018 Model, while submitting the offer.**

The details of JCB-3D machine or similar Capacity of machine owned should be provided in Form-C along with a Registration Certificates of JCB-3D machine.

- 1.9.3** Tender fee: The tender fee shall be accompanied in form of **RTGS only** as described in subsequent clause no. 1.11.
- 1.9.4** EMD: The EMD shall be accompanied in the form of **DD/RTGS** or Bank Guarantee given by Bank as described in subsequent clause no. 1.11.
- 1.9.5** Bidder should have separate Employees Provident Fund code number towards registration of firm with RPF commissioner.
- 1.9.6** Attested copies of relevant documents duly signed & seal on each & every page shall be submitted. The above documents will be analyzed and after satisfaction, the Price Bid will be open. GIPCL may verify the documents,



experience certificates issued by concern authority. After opening of technical Bid, if any required attested documents found missing in the Technical Bid submitted by the Bidder, the tender inviting authority may inform to that Bidder only once by E-mail to submit the missing required documents within stipulated time limit. If Bidder/Bidders fail to submit within stipulated time, their Bid will be declared technically disqualified and no further correspondence will be entertained.

- 1.9.7** The Bidder has to satisfy the following financial criteria of Turnover and Net worth in order to be considered in the Bidding process:

Bidder should have **average annual turnover** of 30% (Indian Rupees 9.0 Lakh (Nine Lakh) including GST during last 3 (Three) Financial Years (2020-21, 2021-22 & 2022-23)). Bidder shall furnish annual audited financial statement duly certified by Chartered Accountant for the last three financial years to demonstrate the financial healthiness of the company. The balance Sheet must be in the name of the company. Any type of MOU for this purpose will not be entertained.

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

The net worth of the bidder should be positive as evidence from audited account of last financial year i.e. as on **31<sup>st</sup> March, 2023**.

- 1.9.8** The Bidder has to submit INCOME TAX Permanent Account Number (PAN), and GST registration number of the firm. Copies of the same shall be submitted.
- 1.9.9** In case Bidder is a joint venture company since last five years, the above requirements/credential of Joint Venture Company / Parent companies shall be considered.
- 1.9.10** 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 litigations” as amended in Annexure / Form attached
- 1.9.11** Bidder shall have to submit the “Declaration-cum-Undertaking for Compliance of Safety Laws and Regulations” as amended in Annexure / Form attached.
- If any Fatal Accident / Violation of any safety law(s) / Rule(s) is / are found during the preceding Three (3) years, Bid of that party will be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage.
  - 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



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final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage. Further, Performance / Security Deposit will also be liable to be forfeited. Any dues to GIPCL from the Bidder / Contractor shall be recovered from the pending bills or any other dues payable to the Bidder / Contractor, if any or otherwise through any other recourse available under the Laws

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

**1.9.12** Site visit is mandatory prior to submission of bid to understand the scope of work, workind conditions, site conditions, equipments, tools & takel, labour deployment, associated risk, surrounding etc.

**1.10 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.

**1.11 EARNEST MONEY DEPOSIT (EMD)**

**1.11.1** An EMD of **Rs. 54000/-** (Rupees Fifty Four Thousand only) and Non re-fundable Tender fee **Rs. 2,950/- (Rupees Two Thousand Nine Hundred Fifty Only)** shall accompany with Bid.

The EMD & Tender fee shall be submitted through RTGS/online mode of payment by bidder as per the following details:

1. Beneficiary Name - Gujarat Industries Power Company Limited.
2. A/C no. -33514692834
3. Name of Bank - State Bank of India
4. Bank Address – Utility Building, Nani Naroli, Tal- Mangrol, Dist- Surat
5. IFSC Code-SBIN0013423
6. MICR Code- 394002513

**1.11.2** Alternatively, The EMD may also be submitted through in the form of a crossed bank Demand Draft in favor of Gujarat Industries Power Co. Ltd.

**The EMD shall submitte in the form of Demand Draft/irrevocable Bank Guarantee in favour of Gujarat Industries Power Co. Ltd. From any Schedule Public Sector Bank or Schedule Private Sector Bank as per Performa of BG enclosed with this e-tender as Annexure-C.**





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- 1.11.3 In case of EMD is paid in the form of Bank Guarantee (BG), the same shall be paid for a period of 180 days after the due date of submission of the bid.
- 1.11.4 The EMD of the successful bidder will be returned after payment of Security Deposit by successful bidder.
- 1.11.5 The earnest money deposit paid in the form of demand draft will be refunded to the unsuccessful BIDDER as soon as the tender is finalized.
- 1.11.6 Any bid not accompanied with EMD and Tender fee will be rejected. Tender fees and EMD should be submitted in physical form directly to GIPCL.
- 1.11.7 No interest shall be payable on EMD.
- 1.11.8 The EMD will be forfeited if the BIDDER (i) withdraws his tender after acceptance or (ii) withdraws his tender before the validity date of the tender.

## 1.12 SCHEDULE OF EMD & TENDER FEES:

EMD & Tender fee and other documents duly signed to be submitted in physical form on or before due date of closing of the tender	Address for Submission: <b>GM – MINES(SLPP) GUJARAT INDUSTRIES POWER COMPANY LIMITED, (Surat Lignite Power Plant) Village – Nani Naroli, Taluka – Mangrol District – Surat 394 110, Gujarat Phone : 02629-261063 (10 lines) Fax : (02629) 261073 / 261074</b>
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## 1.13 SUBMISSION OF BIDS:

### 1.13.1 MODE OF SUBMISSION

The bids shall be submitted online at the e-portal (<https://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.
- (b) Price Bid.

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

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

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

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

1. The tender documents duly signed in all pages without price bid Along



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- with techno-commercial deviations, if any.
2. Proof of experience meeting the minimum eligibility criteria
  3. Performance certificate issued by clients.
  4. Copy of the Experience Certificate and Work Orders.
  5. Details of present work order (if any)
  6. Turn over for the last three years, audited annual accounts/financial statements i.e. profit and loss account and balance sheet duly certified by a practicing CA will be required.
  7. P.F Number and Allotment Letter.
  8. PAN Number.
  9. GST registration number/certificate copy.
  10. Under taking by Bidder on his letter head for obtain and submit labour license of maximum required manpower deployment on any working day by State Government which are necessary for execution of the job.
  11. As per forms A of tender document - Undertaking for unconditional bid & observance of contract conditions on his company letter head.
  12. As per forms B of tender document – Declaration about the Site Visit on his company letter head.
  13. As per forms C of tender document – Declaration for Contractual Disputes / Litigations on his company letter head.
  14. As per forms D of tender document – Deviation From Tender Terms & Conditions on his company letter head.
  15. As per forms E of tender document – Declaration Cum Undertaking for Safety Laws and Regulations Compliance
  16. **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 Technical-Commercial Bid, so that the bidder shall be allowed to participate the e-Reverse Auction.**

#### 1.13.1.2 (b) Price Bid:

1. Price Bid shall be submitted online only in soft form, Consisting of the price schedule, through the website <https://nprocure.com> **only** on or before dated **10/11/2023 up by 17.00 hrs** in the prescribed forms **Section-V, PRICE BID/SCHDULE (“PRICE BID”)** only, provided at the end of these bidding documents, without exception. Rates quoted will be **exclusive of GST**.

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

2. Goods & Service tax shall be paid extra at actual as per prevailing rates as declared by Central Government on submission of documentary evidence.
3. **Bidder shall have to quote the rates in the form of %age. i.e. “At Estimated Value OR \_\_\_\_\_%age below the estimated value OR \_\_\_\_\_%age above the estimated value.”**
4. The quantities shown in the price Bid 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.



### **1.13.2 METHOD OF TENDERING/SIGNATURE ON BIDS**

1. 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.
2. Bid by a joint venture/partnership firm must be furnished with full names of all partners and be signed with the partnership name, followed by the signature and designation of one of the authorised partners or other authorised representative(s). A certified copy of the power of attorney authorizing such partner or representative shall also be submitted.
3. Bids by a Corporation/Company must be signed with the legal name of the Corporation/Company i.e by the President/Managing Director/Secretary or other person or persons authorised to Bid on behalf of such Corporation/Company. A certified copy of the board resolution/power of attorney authorizing such partner or representative shall also be submitted.
4. The Bidder's name stated on the proposal shall be the exact legal name of the firm.
5. Erasures or other changes in the Bid Documents shall be initialed by the person signing the Bid.
6. Bids not conforming to the above requirements of signing shall be disqualified.

### **1.14 MODIFICATION AND WITHDRAWAL OF BIDS:**

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

### **1.15 POLICY FOR BIDS UNDER CONSIDERATION:**

1. 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.
2. 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.



## **1.16 EFFECT AND VALIDITY OF THE BID:**

1. 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.
2. 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.

## **1.17 OPENING OF BIDS:**

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

### **1.17.1 Preliminary Examination:**

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.

### **1.17.2 Arithmetical errors will be rectified on the following basis:**

1. 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
2. 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.

## **1.18 EVALUATION & COMPARISON OF BIDS:**

**1.18.1** GIPCL shall evaluate the Bids received and accepted by it to ascertain the lowest evaluated Bid in conformity with the specifications of the tender documents.

**1.18.2** 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.

**1.18.3** 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.

**1.18.4** 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.

**1.18.5** 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.



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- 1.18.6** 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.
- 1.18.7** For the above referred purpose, a ‘material deviation’ shall be one which:
1. Which affects in any substantial way the scope, quality or performance of the contract, or
  2. Which limits in any substantial way and in a manner inconsistent with the Bid documents, GIPCL’s right or the Bidder’s obligations, under the contract, or
  3. Whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

**1.19 RIGHT OF REJECTION OF TENDERS:**

- 1.19.1** 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.
- 1.19.2** 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.
- 1.19.3** 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.

**1.20 AWARD OF CONTRACT:**

- 1.20.1** 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.
- 1.20.2** 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.
- 1.20.3** GIPCL reserves the right to cancel/short close the contract during the contract period without assigning any reason.
- 1.20.4** GIPCL reserves the right to split the contract quantity between vendors.

**1.21. CONTRACT PERIOD:**

- 1.21.1** Contract period is two years, date of commencement will stated in the Work Order or Lol. Mobilization period will be 7 days from the date of issue of Lol or Work Order.
- 1.21.2** 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.
- 1.21.3** Contract Period: 02 (two) Year. Further GIPCL reserves the right to extend the original contract period up to three month on the same terms and conditions and this extension will be binding on the contractor.



**1.22. ASSIGNMENT AND SUB-LETTING:**

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

**1.23. CONTRACTOR’S OBLIGATIONS:**

**(i) Deployment & Responsibility Of Manpower**

1. The Contractor shall deploy suitably qualified and sufficient manpower for timely & satisfactorily execution of the works under the contract.
2. The Contractor shall deploy sufficient skilled, Semi-skilled and Un-skilled manpower separately to properly complete the job in given/scheduled time.
3. The Contractor shall depute its own workmen/labor with proper identification to enter the plant premises after ensuring that the jobs are scheduled.
4. At the time of deploying manpower, the Contractor shall strictly comply all the applicable labor laws/Acts norms including but not restricted to the age of the workers, women workers and shall also ensure that a police verification and security check for all the workmen/labor engaged at the GIPCL site is done and necessary documents regarding the same shall be submitted to the GIPCL’s authorized representative/officer-in-charge. Any default in complying with the same or any misrepresentation regarding compliance of the same shall compel GIPCL to initiate appropriate civil or criminal proceedings regarding the same.
5. The Contractor shall also comply with the safety requirements and provide his workmen/labor with safety equipment like helmets, masks, gum boots, a uniform and other necessary PPEs for properly undertaking the operations involved under this contract.
6. Contractor shall nominate /authorize senior experienced person in writing as site in charge to co-ordinate with GIPCL engineer and who shall bear overall responsibility for performance of the contract. Such person shall remain always available at site or site office allotted to the contractor at SLPP site. Contractor has to submit the authority letter and documentary proof for the same.
7. The Contractor shall appoint a supervisor who shall co-ordinate with GIPCL’s Engineer In - Charge for daily entrusted job. They have to maintain daily records duly signed for the works carried out and duly certified by Engineer-In-Charge. The Contractor in co-ordination with the Engineer-In-Charge shall ensure the availability of adequate manpower to carry out the job satisfactorily on a daily basis. As per the instruction of Engineer-In-Charge they have to allot the work and execute the same in specified time limit.
8. During execution of the works, one or more jobs may be required to be done simultaneously and the Contractor shall mobilize additional resources accordingly.
9. During emergency or similar situations the Contractor shall be required to mobilize resources as per need within the period of 01 hours as directed by GIPCL. If the contractor fails to mobilize sufficient manpower to complete the job in time, GIPCL will execute the job through other agency at the risk and cost of the contractor with 15% supervision charges& the same will be recovered from the Contractor’s bill.
10. During working in high risk area like hot lines of steam/ water/ oil the workman must wear a suitable safety apron, safety belt, safety hand



gloves and goggles. It is the contractor's/contractor's supervisor's responsibility to ensure it without fail.

11. During unit overhauling, the contractor has to enhance the site manpower as per the requirement to ensure the timely completion of work (During overhauling period quantum of work increases substantially). For this, enhanced work shall be completed by deploying additional manpower with separate supervisor. Payment will be made on item rate basis only. The work during the overhauling period is to be carried out round the clock. Contractor should mobilize sufficient number of manpower and execute the work in all shifts with independent manpower. Contractor should not continue the same manpower for more than 12 hours.

(ii) **Tools & Tackles:**

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

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

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

**1.24**

**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 [pcgoyal@gipcl.com](mailto:pcgoyal@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.

**1.25**

**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'



**1.26 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.

**1.27 PAYMENTS:**

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

**1.28 POINTS TO BE CONSIDERED DURING QUOTING ONLINE PRICE BID:**

1. The schedule of rates shall be read in conjunction with Instructions to Bidders, General conditions of contract, Special conditions of contract and Technical specifications.
2. The quantities given in the schedule of rates are estimated and will be made as per actual work carried out as per the rates of work order.
3. The method of measurement of completed work for payment shall be in accordance with the method of measurement specified in the
4. 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 on line submission of bid in order to avoid non participation of e-tender due to probable technical problem in e-tender system.**

**1.29 QUANTITIES:**

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

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

After commencement of the work, GIPCL, for any reason may not require to be carried out the whole/part of the work as specified in the tender, the ENGINEER-in-charge shall inform the fact for thereof to the CONTRACTOR and contractor shall have no claim for any payment or compensation





E-Tender for “Surat Lignite Power Plant’ Biennial Rate Contract for services of JCB-3D Machine at Feeder breaker & Apron Feeder for cleaning of tipping point, breaking lignite lumps, removing big stones and miscellaneous jobs at SLPP for the period two Year from Feb 2024.

Bid No.: SLPP/Mine/ JCB-3D /2023-24

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 - II

### **INSTRUCTION TO THE BIDDERS FOR ONLINE TENDERING**

- 2.1 Bid documents are available only in electronic format which Bidder can download free of cost from the websites <https://www.nprocure.com> or <http://www.gipcl.com>
- 2.2 All bids (Techno-Commercial and Price bid) should be submitted online through the web site <https://www.nprocure.com> only. No physical submission of rates will be entertained as it should be furnished online only. Also no fax, email and letter will be entertained for the same.
- 2.3 Following should be submitted in physical form in sealed covers separately: during dates & time set in NIT at our office

The General Manager (Mines)  
M/s. Gujarat Industries Power Company Limited, SLPP  
Village Nani Naroli, Taluka Mangrol,  
Dist. Surat – 394110 (Gujarat)

- 1) Tender fee
- 2) EMD
- 3) Supporting documents for Techno-Commercial Bid

- 2.4 Bidder who wish to participate in online bids 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. Bidder can procure the same from any of the license certifying Authority of India or can contact M/s. (n)code solutions- a division of GNFC Limited, who are licensed Certifying Authority by Government of India.
- 2.5 All online bids should be digitally signed. Kindly note that valid Digital Signature Certificates is must for the entire interested Bidder. Online tendering process is not possible without **valid digital signature certificate**.
- 2.6 Interested Bidder are also requested to complete their procedure for taking digital signature certificate at least 3 days before last date of submission of tender online.
- 2.7 The bidder are require to contact at below mention address for detail training on online tendering and also for requirement

M/s (n) code solutions. – A division of GNFC Ltd.  
403,GNFC Info Tower, S G Road,  
Bodakdev, Ahmedabad – 380054 (Gujarat, India)

Toll Free no. 1-800-419-4632  
1-800-233-1010  
Tel: 079-26857-315/316/317  
E-mail: [nprocure@gnvfc.net](mailto:nprocure@gnvfc.net),  
Website: [www.nprocure.com](http://www.nprocure.com)

Interested Bidder are also requested to submit online tender at least two days in advance from before last date of submission of tender online, in order to avoid non participation.



- 2.8** M/s (n)code solutions reserves the rights to issue digital signature certificate after verification of application forms / supporting documents submitted by Bidder.  
An M/s (n) code solution is also fully authorized to issue digital signature certificate to Bidder.

The Bidders who have no facility to participate in on-line tenders are requested to contact M/s (n) code solutions for the same.

**2.9 REVERSE AUCTION:**

1. GIPCL reserve the right to conduct E-Reverse auction through (n)Procure platform.
2. E-Reverse auction shall be conducted amongst (a) 50% out of total bidders (rounded to the next higher whole number), or (b) the minimum lowest three bidders, whichever is higher, shall be invited for participating in the e-reverse auction through (n)Procure platform.
3. Opening price, Decremental 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 based on the lowest grand total contract price of **Work of both monsoon seasons combined**.
5. To participate in e-Reverse Auction, the bidder have to create e-Auction USER ID.on <https://e-auction.nprocure.com> that the bidder shall be allow to participate the e-Reverse Auction.
6. In case of further information regarding online bidding or if bidder needs any assistance and accessing /submission of online bid /clarification or if training is required for participate in e-Reverse bidding, then the bidder can contact the following office for assistance or training  
(n)Procure Cell, . (n)code solution-A division of GNFC Ltd.

403,GNFC Infotower, S G Road,  
Bodakdev, Ahmedabad – 380054 (Gujarat, India)

Toll Free no. 1-800-419-4632  
1-800-233-1010

Tel: 079-26857-315/316/317

E-mail: [nprocure@gnvfc.net](mailto:nprocure@gnvfc.net),

Website: [www.nprocure.com](http://www.nprocure.com)

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



## **SECTION – III**

### **GENERAL CONDITIONS OF CONTRACT**

#### **3.1 CONTRACT SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE:**

As a Contract Security, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Bank Guarantee (PBG)/Contract security deposit in favour of Gujarat Industries Power Company Limited for guarantee amount at ten percent (**10%**) of the “Annual Contract Price” excluding Taxes and Duties from any Schedule Public Sector Bank or Schedule Private Sector Bank in the format attached in **SECTION-VII**, and it shall guarantee the faithful performance of the 'Contract' in accordance with the terms and conditions specified in these documents and specifications. Contract security deposit shall be submitted strictly within twenty one days from the date of Lol or work order, whichever is earlier. The guarantee shall be valid up to retention period of three months from the contract completion date. The Guarantee amount shall be payable to the Company in Bidder's home currency without any condition whatsoever.

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

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

#### **3.2 RECOVERY CLAUSE:**

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

#### **3.3 ASSIGNMENT AND SUBLETTING OF THE CONTRACT:**

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

#### **3.4 DEDUCTIONS FROM CONTRACT PRICE:**

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



### **3.5 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.

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 –

1. Contractor is adjudged as insolvent.
2. Contractor has abandoned the contract.
3. Contractor fails to proceed with the work with due diligence as per requirements of the contract.
4. 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.
5. Contractor repetitively violating the safety norms for more than three incidents.
6. Any major contradiction of applicable labour laws.
7. Any major deviations from contractual terms and conditions including quality of job.
8. GIPCL reserves the right to terminate the contract without giving any reason whatsoever and forfeit the PBG

### **3.6 FAILURE & TERMINATION**

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

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



### **3.7. SETTLEMENT OF DISPUTES**

1. Any disputes or difference of opinion between parties arising out of the contract to the extent possible shall be settled amicably between the parties. If amicable settlement cannot be reached all the disputed issues shall be resolved through arbitration before a Sole Arbitrator appointed by Managing Director, GIPCL according to the provisions of The Arbitration & Conciliation Act, 1996 as amended from time to time. The place of arbitration shall be at Surat/Vadodara or any other place within state of Gujarat.
2. 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.

### **3.8 INTERPRETATION OF CLAUSE**

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

### **3.9 EMPLOYEE’S COMPENSATION INSURANCE**

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

Contractor shall also obtain additional off-duty coverage insurance policy for all his workers as per clause no. 3.24 herein under.

### **3.10 STATUTORY REQUIREMENTS**

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

1. The contractor shall at his own cost comply with the provision of labor laws, rules, orders and notifications whether central or state or local as applicable to him or to this contract from time to time. These Acts/Rules include without limitation of the followings.
2. 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.



3. 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.
  - 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) 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.
  - 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.
  - 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.
  - 5) The Contractor shall also submit periodical reports / returns to the various statutory authorities such as the Contract Labour (Regulation & Abolition) Act-1970, Employees Provident Fund Act etc. Under intimation to HR&Admn.Dept.
  - 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.
  - 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.
  - 8) The contractor shall take Workmen Compensation Insurance Policy for all his employees working at GIPCL. The contractor shall indemnify the company against any liability due to any work injury or accident to any of its employees.
  - 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.
  - 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.
  - 11) The Contractor shall not engage / employ persons below the age of 18 years. Employment of women shall be strictly according to applicable laws.



- 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.
- 13) The contractor shall make payment of wages to his employees on fixed date within the period specified under the applicable Law, in presence of representative of the company. He will submit a true copy of wage sheet, attendance register and P.F. remitted challans on monthly basis to HR&A dept. for verification and record.
- 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.
- 15) The contractor shall conduct pre-induction and periodic medical checkup of his workmen as per applicable laws.
- 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.
- 17) The contractor should register himself under the Contract Labor Act, Employee Compensation Act and PF Act (Code no. to be mentioned) and submit the copy of registration certificate and should possess the same from the date of commencement of work, failing which the contract is liable to be cancelled. The E.C. Policy copy should be submitted to the GIPCL before commencement of the work and Labor License should be obtained within one week from the date of issue of form-V. Contractor should apply for Form-V immediately after receipt of LOI. A copy of Labour License shall be submitted to GIPCL, HR & A Department.
- 18) Contractor shall have to insure his workmen /supervisors etc. under Group Insurance scheme.
- 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.
- 20) Documentary evidence of deposit of PF paid shall have to be produced by the contractor along with the next bill.
- 21) Records as per the provisions of various statutory Acts will have to be maintained by the contractor and submitted as and when required.
- 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.





- 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.
- 24) Annual Health check up:- As per statutory requirement, contractor has to inform workmen deployed at site for annual health check up.

### **3.10.2 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 labourer stating therein the nature of job to be performed by him and fix time for which the concerned labourers are likely to be deployed. Contractor shall also issue a temporary identity card specifying the period for which the labourer has been deployed.
7. Contractor is fully liable for the persons engaged by him 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

### **3.11 PAYMENT OF WAGES:**

Contractor shall be responsible for compliance of all statutory rules, regulation, act enforced from time framed by the government such as Factory Act, Employee Compensation Act, payment of ‘Wages Act’, Minimum Wages Act’, Provident Fund Act, Payment of Bonus Act, Labor Law Act, maternity benefit act in respect of employees engaged by him 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.

### **3.12 ACCIDENT TO WORKMEN:**

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



**3.13 LIGHTING:**

Necessary illumination at works area will be provided by GIPCL.

**3.14 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.

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

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

**3.16 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. Brand name for safety shoe & safety helmet shall be suggested by safety representative of SLPP site.



**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 Fabrik plast Co.	SSTEELE (Strom) – Double Density	IS : 15298 – 2011
02.	Acme Fabrik plast 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 register with signature of workmen.
6. Contractor will reissue these PPEs in case of damage or misplacement of the same. Replacement shall be made immediately.
7. The contractor shall be responsible for providing first aid or emergency medical help and treatment to his workmen in the event of any accident or injury.
8. If it is observed that contractor is not issuing required PPEs timely and that of required quality, GIPCL will issue the required PPEs to contract workers and back charge the same with 25% overhead charges of GIPCL.
9. All lifting tools and tackles shall be duly certified by competent person in conformity with the statutory requirements and certificate in form no. 10 as per rule 60 of Gujarat Factories Rules, 1963 and section 29 of the Factories Act, 1948 shall be submitted every year before using such tools and tackles. In case of purchase of new lifting tools and tackles, form no. 10 as per the said rules shall be submitted before they are taken into use. All lifting tools and tackles shall be of reputed make having International manufacturing standard and shall be maintained in proper and workable condition.
10. The Contractor shall nominate one Safety Officer with required qualification for supervising the daily job/ shutdown jobs for observing and maintaining the safety aspects at site. He is solely responsible for any safety measures during maintenance work. He has to ensure that all the workmen working at site are equipped with essential PPE’s and proper safety arrangement is made at the SLPP site.
11. After mobilization of any tools & tackles to site, which includes chain pulley blocks, D-shackles, wire ropes, winch machines, Mobile crane, Hydra etc. shall be offered for inspection with all above statutory test certificate before



- using at site for any work. They should use all tools and tackles only after certification by GIPCL representative/safety officer.
12. When working at height, working on ceiling or roof covered with fragile materials, full body harness safety belt, ladders and crawling boards 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 ampere 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 incharge 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



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Bid No.: SLPP/Mine/ JCB-3D /2023-24

/ Guidelines as per practices. The list provided below is an indicative list to explain the principles behind safety practice. If the contract workmen fail to comply with safety standards as per category A, B & C below, penalty shall be levied on the contractor as per the table mentioned below:

Category	Classification	Examples / Cases	Penalty
A	PPEs Related	Working without helmet, shoes, safety belt, gloves etc	Rs. 100 /- per instant.
B	WI Related	Unsafe working practices at height more than 3 meters	1. Rs. 500 /- per instant. 2. After three incidence, Per incidence Rs. 2500/ 3. Continuous unsafe acts will disqualify the contractor from further participation in tender of 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.

Penalty so levied against the contractors and company employees will be used during the observation of National Safety Day/Mine Safety Week

### 3.17 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.

### **3.18 GENERAL TERMS AND CONDITIONS:**

1. 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.
2. 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.
3. If the work is not found satisfactory, Engineer-in-charge reserves the right to take suitable action.
4. Contractor shall depute Location/Package wise full time independent experienced site-in-charge and two nos. of independent site supervisors (each at Phase-1 Boilers and Phase-2 Boilers) at site. They shall co-ordinate with GIPCL engineer and shall bear overall responsibility of contract including joint measurement, billing etc. Such person shall function from site office of contractor at SLPP.
5. 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.
6. Contractor shall strictly follow the existing work permit system of the GIPCL and any future revisions.
7. The contractor has to take EC insurance policy for their workmen. The contractor has to submit labor license and PF account number to the Engineer-in-charge before start the work.
8. 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.
9. Contractor shall mobilize the resources as per need within the period of four hours. If the contractor fails to mobilize sufficient resources to complete the job in time, GIPCL will execute the job through other agency at the risk and cost of the contractor with additional 10% overhead charges.
10. Contractor should mobilize all resources for efficient & smooth execution of contract within seven days from the date of issue of Letter of Intent/Work Order.
11. The prices / item rates quoted shall remain firm till completion of the contract and any agreed extensions thereafter and shall not be subject to any escalation (only 5% escalation in the item rate will be considered for second year), idle charges for labor, machinery, overhead expenses etc... due to any reason whatsoever. No price escalation / idle charges shall be entertained due to delay in work on unavailability of work front, non-issue of work permit, holding of work permit for any reason, unavailability of contractor’s supervisor, unavailability of contractor’s safety supervisor, violation of safety rules, unsafe act by any of contractor’s worker,



negligence & ignorance of safety & quality instructions of GIPCL Engineer-in-charge or any other reason whatsoever.

12. Contractor must fulfill all the safety regulations and to take safety measures to avoid hazards. Contractor shall arrange all standard adequate healthy safety PPEs like but not limited to approved quality safety shoes & safety helmets, standard dust masks, safety goggles, etc... as required and shall use exclusively under this contract for all the time during working at specified locations failing which, the Engineer-in-charge may hold the work and will take necessary action including penalty as decided. If the contractor repeatedly violates safety rules/regulations (more than three successive incidents), Engineer-in-charge may take necessary action against the contractor, including appropriate financial penalty (Maximum of Rs. 1,000/- per incident per man-day and as per clause no.3.18.12) and/or termination of contract.
13. One or more jobs may be required to be done simultaneously and contractor shall mobilize additional resources accordingly.
14. 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.
15. 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.
16. The contractor has to submit daily reports showing work carried out with details of available manpower, tractors etc.
17. 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.
18. The Government of India has enacted the Micro, Small and Medium Enterprises Development Act, 2006 (the “Act”) and the Act has come into force from October 2, 2006. The Bidder shall confirm whether your organization is registered under the Micro, Small and Medium Enterprises Development Act, 2006. If your organization is registered under the Act, please specify the category i.e., Micro Enterprise, Small Enterprise or Medium Enterprise under which it is registered and kindly attach a copy of your registration certificate.
19. 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.
20. GIPCL is an ISO 9001, ISO 14001, OHSAS 18001 & ISO 50001:2011 (EnMS) certified company, and GIPCL gives extreme importance to maintain these global standards. Contractor shall be required to observe these standards while working with GIPCL. Contractor should ensure that his workmen/labour work in accordance with them.

### 3.19

#### **CONTRACTOR’S SUPERVISION:**

The contractor shall, during the whole time the work is in progress, employ a qualified experienced site-in-charge of the works with adequate experience in handing of jobs of this nature and with the prior approval of the GIPCL /



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

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

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

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

**3.20 CONTRACTOR TO REMOVE ALL OFFENSIVE MATTER IMMEDIATELY AND CLEAN-UP:**

All loose materials, wastage, packing materials, 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 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.





**3.21 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(s) for supervisor/ engineers on chargeable basis in GIPCL’s township at discretion of GIPCL if available.
  - 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. Site office shall be provided at site.
  - e. First aid facilities as available on chargeable basis.

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.

**3.22 WORK MEASUREMENT/CERTIFICATION:**

1. The work to be performed being a specialized nature, the contractor should be fully conversant with modern practices and should be able to carry out works independently of large thermal power plant. The contractor shall therefore be required to engage qualified/ experienced personnel to undertake the work as per specifications and requirement.
2. Contractor should maintain one computer with printer for keeping daily records and maintain the data.
3. The Contractor shall be required to furnish satisfactory job completion report to GIPCL. The submission of report should be on daily basis, the monthly bill payment shall be released based on the certified reports of the works.
4. Inspection of work will be done by Engineer in Charge or his authorised representative. If the work is not found satisfactory engineer in charge reserves the right to take suitable action and shall be binding to the contractor.

**3.25 PUBLIC HOLIDAYS**

The contractor shall be responsible for giving benefit to all his employees, employed in whatsoever capacity, 09 public/paid holidays and same shall be notified in advance and due communication thereof shall be made to the management.

**3.26 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 some of Rs. 01/- Lakh to all his workmen /labour deployed at GIPCL - SLPP site for accident taking place anywhere outside Company premises or at any place when workmen is not in course of his employment.



**3.27 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.

**3.28 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.

**3.29 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.

**3.30** 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- IV

### SPECIAL CONDITIONS OF THE CONTRACT

#### 4.1 DETAIL SCOPE OF WORK:

##### Description of work:

The purpose of this Biennial Rate Contract for services of JCB-3D Machine at Feeder breaker & Apron Feeder for cleaning of tipping point, breaking lignite lumps, removing big stones and miscellaneous jobs for the period Two Year from Feb 2024.

##### The scopes of work are as follows:

**JCB-3D** (i.e. wheels mounted shovel cum loader Machine) **or similar Capacity JCB/Machine:**

- 4.1.1 Cleaning of spillage material/lignite near both feeding points i.e. Vastan feeder breaker near Vastan stock yard & Apron feeder near JNT-13. At least two JCB with operator shall remain readily available all the time, one each at both locations (Feeder breaker and Apron feeder) for round the clock work operation (24x7).
- 4.1.2 Cleaning of stones which are retained on grizzly over the both feeding points.
- 4.1.2 Breaking of lignite lumps which are retained on grizzly over the both feeding points.
- 4.1.3 Cleaning of lignite which are jammed/over loaded in hopper at any feeding points due to system breakdown or any other reason.
- 4.1.4 Cleaning of unusual & heavy spillage of Lignite outside the feeding points, or on lignite road due to any reason whatsoever.
- 4.1.5 Cleaning of drain along periphery of out-plant stockyards and area around weighbridges as and when require.
- 4.1.6 Cleaning of bushes along the Lignite out-plant stockyards and area around weighbridges as and when require
- 4.1.7 Any other miscellaneous work at any lignite feeding point, directed by GIPCL’s officials.
- 4.1.8 The condition of the JCB-3D or **similar Capacity Machine** so provided shall be sound enough to lift the lignite and stones on the sloped ramp even if it is raining i.e. on wet & slippery slope.

JCB-3D Machines minimum Engine capacity 76 Hp or more & Buckets Capacity both side backhoe/front-loader - 0.3/1.5 CuM for execution of work. Model of JCB-3D Machines should not be older than **2018**.

Scope of works also includes any other work which is required to be carried out by the JCB-3D Machines , as directed by GIPCL officials. Bidder has to deploy **two** JCB-3D Machines at each place i.e. Feeder breaker near Vastan Lignite stock yard and Apron feeder near JNT-13.

In addition to this, if required one more JCB has to be provided within 24 hours of instruction given by the GIPCL official.

- 4.1.9 Contractor shall mobilize the resources at site within 01 hours time after intimation given by GIPCL.
- 4.1.10 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, issue of work permits, joint measurements, etc... The supervisors



shall coordinate with the Engineer-in-charge of GIPCL for proper execution of the job.

- 4.1.11** The resources required for execution of above jobs will vary from time to time, hence contractor shall mobilize the resources accordingly.

#### **4.2 SPECIFIC REQUIREMENT AND FITNESS OF JCB-3D MACHINES:**

**The Contractor will be required to deploy JCB-3D Machine in efficient working condition, not older than 2018 model.** The Contractor will be required to maintain adequate competent officials / skilled persons for operation, maintenance, repairs & examinations of machinery. In addition, GIPCL’s Engineer or other authorized person, individually or as a joint inspection team, will also examine and verify fitness of these machines. The Contractor will provide full co-operation and help in carrying out these examinations and tests. However, during any such test/ examination, if the JCB-3D Machine is found unfit, the Contractor will forthwith withdraw it from operation in mine for necessary repair and maintenance and will not put it back into operation unless it is again examined and certified fit by GIPCL’s Engineer or other authorized person. Further, the Contractor will be responsible for substituting the machinery so that works do not suffer.

The Contractor will be required to deploy JCB-3D Machines which are tested, found fit for roadworthy and shall have all safety features. All the equipment to be deployed by the Contractor must be maintained in proper working order and be fitted with all the required safety devices mandated.

At least two JCB with operator shall remain readily available all the time, one each at both locations (Feeder breaker and Apron feeder) for round the clock work operation (24x7).

#### **4.3 FAILURE DURING EMERGENCY:**

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

#### **4.4 SCOPE OF CONTRACTOR:**

1. All tools & tackles, tractors, required vehicles to execute the contract will be in the scope of the contractor. The contractor should ensure for healthiness/working conditions of tools, tackles & vehicles.
2. All consumable items like cloth, cotton waste, kerosene, gas, diesel, lubricants, etc will be in the scope of the contractor.
3. All safety/PPEs required during work at site are to be arranged by the contractor.
4. The Contractor shall have to provide necessary facilities including accommodation for their labor at their own cost.
5. The contractor has to arrange JCB, cultivators, breaker machines & tractor with trolleys for lifting/shifting the materials of their own.



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6. Contractor has to depute their full time experienced overall site-in-charge & independent Location/Package wise supervisors for work execution as per specification and for day to day work planning & coordination with respective department’s Engineer-in-charge, to obtain day to day Location/Package wise work permits, to get daily location wise work supervision, to record Location/Package wise joint work done reports/measurements/trip certification, to prepare Location/Package wise separate bills, to prepare & apply Location/Package wise manpower gate pass, to maintain Location/Package wise statutory & legal compliance records, etc...

#### 4.5 TO REMEDY DEFECTIVE WORK:

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

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

#### 4.6 PRICE & RATES:

The rates quoted by the Bidder in the online Price Bid shall be inclusive of cost of all labor, supervision, cost of safety supervisor, shifting, transportation, loading, unloading, equipment, all tools & tackles, safety equipments & PPEs, Royalties, Rents, GST, Stamp Duties, Central or State Government or Local body or Municipal Taxes or Duties, Turn over Tax, Work Contract Tax, and / or any other duty / tax, 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 rates shall be firm for entire contract period and also during extension, if required and shall not be subject to any escalation in prices, idle charges for labor, machinery, overhead expenses etc. No price escalation / idle charges shall be due to any reason whatsoever.

The prices / item rates quoted by Bidder shall remain firm till completion of the contract period and any agreed extensions thereafter and shall not be subject to any other escalation, idle charges for labor, machinery, overhead expenses etc. No price escalation (**except escalation on diesel Component**) / idle charges 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 manpower, tools & tackles, materials, equipment for timely and satisfactory completion of all scope of work.



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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.

#### 4.3 Quantity of Work:

The total estimated quantity of work required for the below said equipments for the entire contract period are as follows:

Total no of Equipment will be required	Tentative total lignite quantity to be feeding at two different feeding points
<b>Two</b> nos of JCB-3D Machines at each place:	
1. Feeder breaker near Vastan Lignite stock yard	2 x 37,00,000 Tonne per year = <b>74,00,000 Tonne</b>
2. Apron feeder near JNT-13.	

However, the rates quoted by Bidder shall remain firm irrespective of any variation in estimated quantities. Contractors shall engage required nos. of Machines, labors alongwith 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 till completion of the contract and any agreed extensions thereafter and shall not be subject to any escalation, idle charges for labor, machinery, overhead expenses etc... for any reason whatsoever. The quantum of work of individual item may be up to any extent depending upon requirement. However, item rate remains unchanged. Under this contract, contractor has to execute all work as per the Plant requirement.

Further GIPCL reserves the right, lignite feeding quantity may increase or decrease. The total work quantity for Machine are only indicative/ estimated figures. The actual work quantity will depend solely on the requirement of the exigency of work at site. The Bidder/ Contractor has agreed and understood that the requirement of work quantity of JCB-3D Machine may vary from time to time, to which the Bidders/Contractor shall not have any objection. Accordingly, the Contractor shall not be entitled to any compensation or indemnity on account of increase or decrease in the work quantity of JCB-3D Machines.

#### 4.4 CONTRACT PERIOD:

Contract period is two years, date of commencement will stated in the Work Order or Lol. Mobilization period will be 7 days from the date of issue of Lol or Work Order.

Further GIPCL reserves the right to extend the original contract period up to three month on the same terms and conditions and this extension will be binding on the contractor



#### 4.5 TERMS OF PAYMENT:

##### 4.5.1 A. Conditions of Payment:

The contractor shall raise the location wise separate 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) Security deposit at 10% of **Annual Contract Price excluding taxes and duties** value shall be submitted as per clause no.: 3.1 of Section-III, Security deposit will be returned to the Contractor without any interest after retention period of three months from actual contract completion date as certified by Engineer-in-charge as per clause no.: 3.1 of Section-III.
- (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 service Tax 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 of previous month/quarter, as may be applicable as & when demanded by GIPCL/Owner/company.
  - (e) The Bidder shall inform the GIPCL in the event of its registration certificate is cancelled or discontinued for whatsoever reason.
- (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 tools & tackles, equipments, vehicles etc at site. The Contractor shall also furnish the checklist as per **ANNEXURE-A** enclosed with the Section-VII of 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, Xerox copies of wages register of previous month, Xerox copies of attendance sheet of respective month & copy of ECR statement indicating the employee and employer's P.F contribution of previous month with respect of employees employed by him for the contract at GIPCL site.
- (vi) The Contractor shall submit his Final Bill within a period of three months of the expiration or earlier termination of the contract or any extensions that may be granted by GIPCL to the Contractor. GIPCL shall not entertain any bill for any work item after expiration of period of three 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.



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#### 4.5.2 B. Validity and Uniformity of Rates

The rates shall be valid for a period of two years of the Contract Period and shall remain unaltered during Contract Period except escalation on diesel component.

#### 4.6 SUBMISSION OF TECHNICAL DOCUMENTS TO THE ENGR-IN-CHARGE:

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

- (i) **Measurement sheet prepared on the basis of Lignite supplied quantity** (i.e. will be taken from monthly Lignite Reconciliation report, excluding out-plant reclaimer quantity from LHS department) **record of work done in the form of report** duly signed by authorized representative of contractor and GIPCL Engineer.

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

#### 4.7 SUBMISSION OF STATUTORY COMPLIANCES WITH BILL:

Contractor shall submit

- (i) Initially Copy of statutory compliance like labour license (if applicable) and EC Policy will require and EC Policy shall be renewed upto period of contract including extension if any.
- (ii) Contractor shall submit RA bill of work carried out along with following documents pertaining to bill period.
  - a. Wages payment register,
  - b. Attendance register,
  - c. PF paid Challan with ECR,
  - d. Bank payment statement for wage certificate
- (iii) Notarized Indemnity Bond as per Performa, in case of Final bill.
- (iv) No claim - No arbitration certificate as per Performa, after releasing final bill payment.

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

#### 4.8 MEASUREMENTS:

##### 5.8.1 Measurement/ Billing of Work

Measurements shall be in accordance with the unit of measurements specified in schedule of quantity. Payment will be made for actual work done as per certified by Engineer-in-charge. Lignite supplied quantity will be taken from monthly Lignite Reconciliation report, excluding out-plant reclaimer quantity from LHS department.

Contractor shall maintain and submit location wise daily JCB-3D Machine deployment along it's shiftwise manpower details as certified by concern mining official on daily basis. .

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





## **5.8.2 Contractor’s Remuneration**

- 5.8.2.1** The Contractor will be eligible to receive its remuneration from GIPCL in respect of the complete work done by it as per scope of work at contracted rates by GIPCL on monthly basis.
- 5.8.2.2** The Contractor shall submit running account bill for the work executed for a period not less than one calendar month. The running bill shall be signed by the Contractor’s authorized representative, Production Manager & the Mine Manager. The bill so prepared and certified will be submitted for payment to the office of the Chief General Manager (Mines). Date of such submission of bill will be 5<sup>th</sup> day after completion of the calendar month, or the actual date of submission, whichever is later, will be taken into account for considering due date of payment.
- 5.8.2.3** The Monthly running account bill for the work as mentioned at Annexure-C i.e. PRICE BID/SCHEDULE (“PRICE BID”) i.e. **rates in INR per Tonne of JCB-3D Machines** (Which shall include, All Operating and Capital costs including Interest, Depreciation and all other expenses as per Section - IV, Scope of work & special conditions of the contract shall be considered on the monthly performance basis.
- 5.8.2.4** The contractor will be paid per Tonne of Lignite feeding by JCB-3D Machines at both feeding points.
- 5.8.2.5** The remuneration to be paid by GIPCL to contractor for the entire work to be done and for performing the obligations of this contract by the contractor shall be ascertained by applying the quoted rates on the work done and payment shall be made accordingly as per bid provisions for the work actually executed and approved by the GIPCL. The sum as ascertained shall constitute the sole and inclusive remuneration to the contractor under the contract and no further or other payment, whatsoever, shall be or become due or payable to the contractor under the contract.
- 5.8.2.6** The rate of remuneration to the Contractor shall remain firm & fixed for the entire contract period & shall not be subject to change except as mentioned elsewhere in the bid document.
- 5.8.2.7** **The contractor shall indemnify GIPCL against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation or use on the works of any such articles/ processes or materials, other municipal or local board charges, fees, cess, if levied on materials, equipment or machinery to be brought to Site for use on work, shall be borne by the contractor.**
- 5.8.2.8** The contractor shall be deemed to have known the nature, scope, magnitude and the extent of the works and material required though the contract documents may not fully and precisely furnish them.
- 5.8.2.9** The contract rate shall be deemed to include and cover the risk of all possibilities of delay and interference with the contractor’s conduct of work which occur from any cause including orders of GIPCL in the exercise of powers and on account of extension of time granted due to various reasons and for all possible or probable cause of delay/s in execution of this work. The contractor shall not be entitled to raise any claim and/ or dispute on account



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of any rise in the price of oils, lubricants, tyres, tubes, spares and wages etc. on them or any other ground or reasons whatsoever.

**5.8.2.10 Rates of JCB-3D Machines in Rs per Tonne and Escalation thereafter:**

There shall be no review of the awarded rates in **Rs per Tonne** of JCB-3D Machines payable by GIPCL to the Contractor throughout the term of the contract. All payments by GIPCL shall be in Indian Rupees only. The Bidders have to carry out all these works together.

For the purpose of computation of escalation, rate as awarded shall have **two Components of JCB-3D Machines** are as under

Sr. No.	Description	Unit	Rate in Rs. per Unit	Estimated Lignite Quantity (in tonne)	Amount in Rs.
			P	Q	R=Q x P
A	Work Component (Excluding Diesel)	Rs. per Te	<b>0.4058</b>	74,00,000	<b>5326962</b>
B1	Diesel factor	Litre per Te	<b>0.0034</b>		
B2	Base price of the diesel ( <i>Diesel rate average of June 21</i> )	Rs. per Litre	<b>92.38</b>		
B	Diesel Component (B1xB2)	Rs. per Te	<b>0.3141</b>		
<b>Grand Total Rate in Rs./Te (A + B)</b> <i>(Rate to be filled by bidder only)</i>			<b>0.7199</b>	74,00,000	<b>5326962</b>

**1. Work Component:**

**Escalation will not be considered on work component of all the machines during the entire contract period.**

**2. Diesel Component:**

**Escalation will be applicable** on awarded diesel component as per actual variation in price of diesel over the base price **at PSU outlet at Nani Naroli. The base price of the Diesel is 92.38 Rs/Ltr (Average out of the diesel prices from 1<sup>st</sup> to 30<sup>th</sup> June, 2023) taken from the IOC outlet at Nani Naroli.**

GIPCL will work out the simple average out of the diesel prices from 1<sup>st</sup> to 30/31<sup>st</sup> of every month and consider this worked out rate for the purpose of the calculation of Escalation/ Reduction on diesel component for all the works as applicable as mentioned above. No escalation on any other account will be paid or considered by GIPCL



## **5.9 LIQUIDATED DAMAGES (L.D):**

**5.9.1** The Successful Bidder shall deploy JCB-3D Machine along with operator in all three shift round the clock (24 x 7). If, such step is not taken by the contractor, GIPCL will deduct two times of the amount (2 times x JCB rate in Rs/ton x non availability of JCB hrs x 600 tph) on supply of lignite feeding through JCB into apron feeder or and feeder breaker basis in Rs/ ton during the period when JCB is not available for Lignite feeding at during the operation of apron feeder / feeder breaker. Non availability of JCB hour shall be taken into account like 1hrs after that every half hour interval (i.e. 1, 1.5, 2.0, 2.5....)

Example :

For non availability of JCB for 1 Hr

= (2 times x JCB rate in Rs/ton x non availability of JCB hrs x 600 tph)

= (2 \* 0.69 \* 1 \* 600)

No LD will be applicable if the Lignite Handling System (apron feeder or and feeder breaker) is not in operation as prior conveyed by LHS Dept.

In case successful bidder fails to deploy JCB-3D Machine as above, GIPCL shall arrange to carry out the work through other agency at the cost and risk of successful bidder.

**5.9.2** In case of any damage of equipment/machinery due to negligence of contractor or any other reasons attributed to contractor the decision of Engineer In Charge regarding the amount of recovery shall be final and binding subject to a maximum of 10% of contract value. Recovery will be affected from the monthly bills and/or retention money/security deposit.

**5.9.3** If the contractor fails to execute the work as per directions of Engineer (I/c) within the time frame given, GIPCL shall get the work done by third party at the risk & cost of the contractor with 15% additional overhead charges of GIPCL.

## **5.10 MOBILIZATION AND EXECUTION:**

1. Mobilization period will be 7 days from the date of issue of Lol or Work Order.
2. Further, Contractor shall provide the resources at site within 01 hours from the time the intimation given by GIPCL.
3. 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, issue of work permits, joint measurements, etc... The supervisors shall coordinate with the Engineer-in-charge of GIPCL for proper execution of the job.
4. The resources required for execution of above jobs will vary from time to time, hence contractor shall mobilize the resources accordingly.
5. Contractor shall provide accommodation for the persons deployed by him for the work at his own cost.



## **5.11 RISK & COST:**

GIPCL shall have full right to forfeit the whole security deposit and payment of other pending bills payable to the contractor for non fulfillment of the contractual obligations with regard to the JCB-3D Machine work for specified quantity within the scheduled/specified time period. The work can be completed by engaging third party at the risk and cost of the contractor. Over and above the compensation of shortfall in execution of work, GIPCL may at its discretion at any time to get the balance quantity of overall unexecuted work executed from any other agency at the risk and cost of the contractor for which an advance notice of minimum 07 days will be given to the contractor.

## **5.12 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-V

### SCHEDULE OF QUANTITIES & RATE

Consisting of Price Schedule in the following format:

The Bidders have to carry out all these works together and shall quote firm rate in terms of **Rupees**.

Sr. No.	Description	Unit	Rate	Estimated Lignite Quantity	Amount in Rs.
			in Rs. per Unit	(in tonne)	
			P	Q	R=Q x P
A	Work Component (Excluding Diesel)	Rs. per Te	<b>0.4058</b>	74,00,000	<b>5326962</b>
B1	Diesel factor	Litre per Te	<b>0.0034</b>		
B2	Base price of the Diesel <i>(Diesel rate average of June 23)</i>	Rs. per Litre	<b>92.38</b>		
B	Diesel Component (B1xB2)	Rs. per Te	<b>= 0.3141</b>		
<b>Grand Total Rate in Rs./Te (A + B)</b> <i>(Rate to be filled by bidder only)</i>			<b>= 0.7199</b>	74,00,000	<b>5326962</b>

- 1) Management reserves the right to accept or overlook or reject any lower rate offered by the Bidder without assigning any reason thereof.
- 2) The Bidders are required to quote the rates strictly as per the terms and conditions mentioned above. The conditional bid will not be entertained and will be summarily rejected.
- 3) Rate quoted shall remain valid for 180 days from the date of submission of price bid, which shall have to be extended unconditionally for further maximum of period 60 days, as deemed fit by GIPCL.
- 4) Rates include all taxes except GST.
- 5) Rates quoted shall be applicable to quantity variation also, if any.
- 6) GST and any other fresh imposition or variation in taxes or payable by the Bidder, shall be reimbursed by GIPCL to the extent levies during the currency of the contract, if applicable and directly related to the services rendered by the Bidder under this contract.
- 7) The lowest grand total amount shall be considered for deciding the lowest three bidders (minimum) or 50% out of total bidders (rounded to the next higher whole number), whichever is higher for making them eligible for the e-reverse auction. **However, lowest grand total amount shall be considered as the base rate which will put up for starting e-Reverse Auction.**
- 8) e-Reverse auction shall be for reducing the lowest grand total amount and the bidders have to reduce their grand total amount in decrement of value as decided before start of e-Reverse Auction.
- 9) After e-Reverse Auction process, L1 bidder shall be decided based on the lowest grand total amount.
- 10) Percentage reduction in the estimated value of machine by e-reverse auction process will be equally applied i.e. equal percentage in the work component as well as in the diesel component and the diesel component will be adjusted in Litre per Hour accordingly.
- 11) L1 Bidder, declared after the e-Reverse Auction process may be called for negotiation and if required, may be asked by GIPCL for reduction in rates of any of machine, if found quoted unreasonably high.

Awarded Rates shall be escalated based on the formula

#### Note:

**My rates are as under.**

**1. At estimated value**

**2. OR \_\_\_\_\_ %age above the estimated value**

**3. OR \_\_\_\_\_ %age below the estimated value.**



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## SECTION – VI

### LIST OF FORMS

#### FORM – A

(To be submitted on Company’s Letter Head)

### PARTICULARS OF THE BIDDER

SR. NO.	Particulars	Please provide information here
1	Name of Bidder	
2	a. Registerd office address	
	b. Address for correspondence	
	c. E-mail ID	
	d. E-reverse auction ID of n-procure (for websites <a href="https://www.nprocure.com">https://www.nprocure.com</a> )	
3	Contact Details	
	Contact Person Name	
	Telephone No	
	Mobile No	
4	Year of stabilishment	
	PAN No	
	GST No	

Company seal

Signature ---

Name ---

Designation ---

Company ---

Date ---



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**FORM – B**

(To be submitted on Company’s Letter Head)

**Details of JCB-3D Machines, owned and readily available with Bidder**

Sr. No.	Type of Machine (JCB-3D Machines)	Manufacturer	Chassis No./ Reg No.	Year of Manufacturing	Engine (HP)	Name of owner	Documentary proof
							Yes / No

Name of Firm :

Signature of Bidder :

Seal of Company :

Name of Bidder :

Designation :

Date :



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**FORM – C**

(To be submitted on Company’s Letter Head)

**DECLARATION ABOUT THE SITE VISIT**

I / We do hereby confirm and declare that I/We have independently inspected the various locations of stockyards, covering area for Lignite and Limestone Stockyards points and supply routes and have ascertained & obtained all relevant & necessary information, data, particulars, prevailing wage structure, conditions of services & availability of workforce, facilities available, existing industrial environment and other working conditions etc.

I/We have also studied and understood the works related to Biennial Rate Contract for services of JCB-3D Machine at Feeder breaker & Apron Feeder for cleaning of tipping point, breaking lignite lumps, removing big stones and miscellaneous jobs at SLPP for the period two Year from Feb 2024.

I/We have also assessed the risk associated with the work whether apparent or inherent to the nature of work involved and satisfied our self as to the nature, condition, quantum, extent, scope and magnitude of the work involved in the contract, working conditions of the area, availability of power supply, water supply, men and machinery requirement, availability of land for camp, etc.

I/We do hereby agree and undertake not to raise any dispute and / or objection at any stage on any ground whatsoever, during the currency of the contract if awarded to me/us.

Name of Firm :

Signature of Bidder :

Seal of Company :

Name of Bidder :

Designation :

Date :





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**FORM – D**

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

**Declaration for Contractual Disputes/ Litigations**

I \_\_\_\_\_ on behalf of .....Name of Party/Company.....hereby confirm that I/We have

- 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 resources 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



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## **FORM – E**

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

### **SCHEDULE OF DEVIATION FROM TECHNICAL SPECIFICATION AND COMMERCIAL TERMS & CONDITIONS**

All the deviation from terms & conditions of contract shall be filled by bidders clause by clause in this schedule

SR. NO.	SECTION	CLAUSE NO	AS PER TENDER DOCUMENT	DEVIATION
Company seal				
Signature ---				
Name ---				
Designation ---				
Company ---				
Date ---				

The bidder here by certifies that the above mentioned are the only deviations from OWNER’s Tender enquiry. The bidder further confirmed 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 documents, than the latter shall govern and will be binding on the bidder for quoted price.



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**FORM – F**

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

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

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

Signed and Stamped by the  
Authorized Signatory  
Of the Bidder

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## SECTION - VII

### LIST OF ANNEXURES

#### 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 Labor 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



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## 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: Petrochemicals, Dist. Vadodara – 391 346, Gujarat State, India (hereinafter referred to as “The Company/Owner” which expressions shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has entered into a contract with M/s. \_\_\_\_\_/ 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 ) for \_\_\_\_\_on the terms and conditions as set out inter alia, in the Company's contract No./ P.O.No.....date .....and 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. We .....Bank having its branch office at .....do 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. ....(Rupees.....only).
3. We undertake to pay to the Company any money so demanded not withstanding any dispute or disputes raised by the contractor(s)/ Seller(s) in any suit or proceeding pending before any office, court or tribunal relating



thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the owner proceeding against the Contractor(s)/ Seller(s).

4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said Contractor(s)/ Seller(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.
5. This guarantee will remain valid up \_\_\_\_\_ days or \_\_\_\_\_ whichever is earlier. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that if this guarantee is extended for a period as mutually agreed between 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. We .....Bank 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 cod



### 3. ANNEXURE-C

#### PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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

B. G. No. \_\_\_\_\_ Date: \_\_\_\_\_

1. WHEREAS M/s.Gujarat Industries Power Company Limited having its Corporate Office at PO: Petrochemicals, Dist.Vadodara – 391 346, 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. We .....Bank 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.



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

Date.....

.....  
Bank Corporate Seal of  
the Bank By its  
constitutional Attorney

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





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#### 4. ANNEXURE-D

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

To,  
General Manager (Mines)  
Gujarat Industries Power Company Limited,  
Surat Lignite Power Plant,  
Village: Nani Naroli, Ta. Mangrol,  
Dist. Surat – 394110 (Gujarat).

Dear Sir,

**Subject:** \_\_\_\_\_

**Ref:** Work Order No.: \_\_\_\_\_ Dated \_\_\_\_\_

We hereby confirm with free consent as under:-

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

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

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

Signature, Stamp and date.