



GUJARAT INDUSTRIES POWER COMPANY LIMITED
(Surat Lignite Power Plant)

AT & POST NANI NAROLI, TALUKA: MANGROL, DIST: SURAT, PIN 394112 (GUJARAT)
Phone Nos.: EPABX (02629) 261063 to 261072, fax Nos.: (02629) 261112, 261080

TENDER DOCUMENTS FOR;

***"Construction of Temporary approach Road to proposed
75 MW Solar Plant at Vastan Mine land"***

Bid No.: GIPCL/75 MW Solar/Civil/Approach Road/2024



**INSTRUCTIONS TO BIDDERS & CONDITIONS OF
CONTRACT**



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



**NOTICE INVITING TENDER (NIT)
TENDER NO.: GIPCL/75 MW Solar/Civil/Approach Road/2024**

Name of work	Construction of Flexible pavement for approach to 75 MW Solar Plant at Vastan Mines Land
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 SOQ (Section-E).
Contract period	02 (Two) Months excluding monsoon season/ rainy days when work is not possible)
EMD	Rs.30,000/- /- (Rupees Thirty thousand only clause no. 7 of Instructions to Bidders (Section-A).
Cost of tender document / tender fee	Rs. NIL.
Availability of online e-Tender document	On website https://tender.nprocure.com or https://gipcl.nprocure.com up to last date of tender.
Site Visit	Site visit before submission of bid as per clause no. 4 (Section-A: Instructions to Bidders) at GIPCL (Surat Lignite Power Plant), Village: Nani Naroli, Ta. Mangrol, Dist. Surat.
Last date & time for submission of online tender offer	03.08.2024 up to 17:30 hrs. on website: https://tender.nprocure.com or https://gipcl.nprocure.com
Submission of EMD either in physical form by way of DD/BG or payment receipts of online EMD payment and online Tender fee payment along with supporting documents for techno-commercial bid in physical form.	On or before 03.08.2024, 17:30 hrs. during office hours at office GIPCL, PO Ranoli Dist: Vadodara. Bidder can submit EMD through RTGS or through online payment gateway of company’s website:www.gipcl.com (online Payment form)



NOTES:

1. Amendment / Corrigendum of the tender document, forms, schedules, etc., may be done any time by the GIPCL during the period of publication of tender in the website. The Bidders are required to visit the website regularly till the last date & time of Bid submission.
2. GIPCL reserves the right to reject any or all the tenders without assigning any reason thereof.
3. The Bidders are required to quote the rate strictly as per the terms and conditions mentioned in the tender document, adhering to technical specifications as well.
4. The Bidders are required to submit their Bids online only through the website <https://tender.nprocure.com> or <https://gipcl.nprocure.com> (Tender ID: _____).
5. Details of EMD paid by RTGS or by online mode or EMD in physical form by way of DD or BG, as applicable and details of Tender fees paid by RTGS or by online mode with other supporting documents duly signed to be submitted in physical form at the following address on or before date & time mentioned in above NIT. At the top of Envelop, Tender Notice No.: should be superscripted. **GIPCL/75 MW Solar/Civil/Approach Road/2024**

General Manager (RE- O&M)

Gujarat Industries Power Company Limited

PO Ranoli-391350

Dist.:VADODARA.

Phone: (0265) 223 4411.

E-Mail: psgoyal@gipcl.com, znkadri@gipcl.com.

6. Bidders are advised to upload the tender well in advance to avoid delay in submission of tenders due to n-procure site related issues. In case of any issues / difficulties cropping up during on line uploading / submission of documents, bidders are requested to inform these well in advance (at least two days before closing of tender) to (n) Code Solutions as mentioned in Section-B of Tender and as well as to GIPCL through email to psgoyal@gipcl.com, znkadri@gipcl.com



SECTION-A INSTRUCTIONS TO BIDDERS

1. PLANT SYNOPSIS

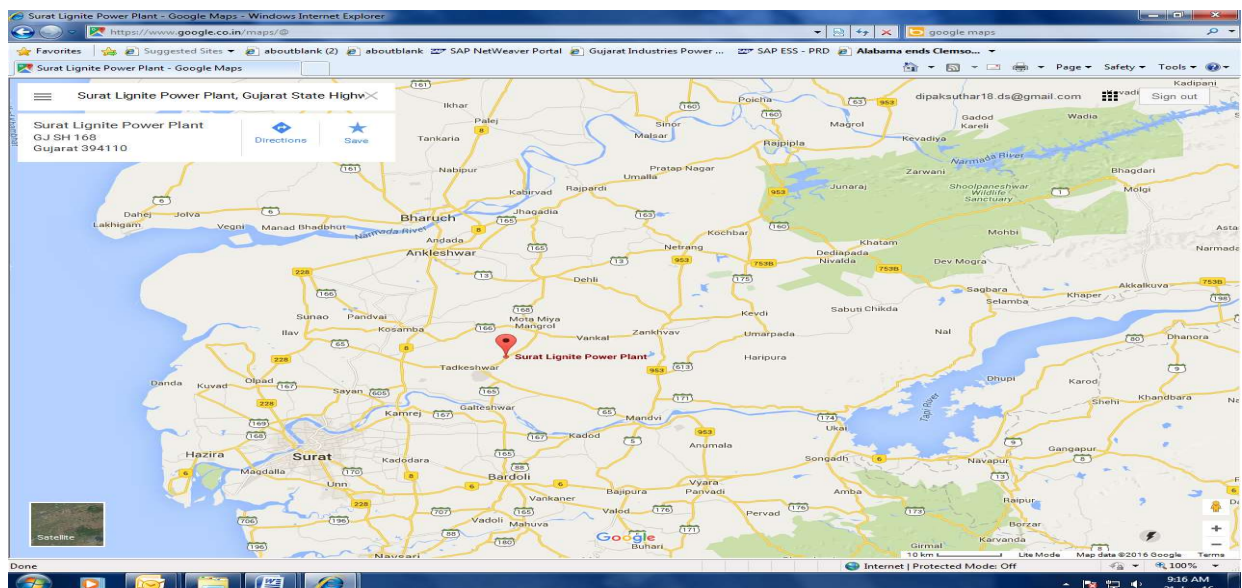
Gujarat Industries Power Company Limited (GIPCL) (henceforth be named Company/GIPCL), is a Premier Power Utility in the State of Gujarat with an installed capacity of 1184.4 MW comprising of various conventional and renewable projects.

GIPCL commissioned its first power project; a 145 MW gas based combined cycle power plant in 1992 at Vadodara. It expanded its capacity 165 MW Naptha and Gas based Combined Cycle Power Plant at Vadodara in 1997. GIPCL has commissioned 1 MWp 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. It commissioned 5 MW Solar Power Station at SLPP in 2012.

GIPCL has successfully commissioned a 2 x 40 MW Solar Project in year 2017 as well as a 75 MW Solar Power Project in year 2019 at Gujarat Solar Park, Village Charanka, Dist.: Patan and 100 MW Solar PV Project in year 2021 at the Raghnesda Solar Park. GIPCL has also successfully commissioned 112.4 MW wind farms at different location of Gujarat.

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





The Company intends to award Rate Contract for "**Construction of Temporary Approach Road to 75 MW Solar Plant at Vastan Mines Land**" as per detail scope of works for the **contract completion period of 02 (Two Months)** and is therefore inviting open online e-tender offers through website: <https://www.nprocure.com> from experienced and resourceful contractors.

2. GENERAL INSTRUCTIONS

- 2.1. 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.
- 2.2. 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.
- 2.3. 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.
- 2.4. Before quoting the bid, the Bidder must visit site and should go through the specifications, scope of work etc. and get himself/herself 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.
- 2.5. 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.
- 2.6. 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.
- 2.7. The tender documents shall not be transferable.
- 2.8. 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.
- 2.9. Conditional offers shall not be considered and liable to be rejected.
- 2.10. The Company reserves the right to extend the deadlines for submission of the Bids by giving amendments.
- 2.11. 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.
- 2.12. 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.

- 2.13. 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.
- 2.14. If the successful Bidder is consortium/joint deed of undertaking of company, the Consortium leader/Bidder shall accept joint and several responsibilities and liabilities for all obligations under the Contract.
- 2.15. Timely and satisfactory completion of the work and strict adherence to the allotted time frames for jobs shall be the essence of the contract.
- 2.16. The Company reserves the right to qualify/disqualify any applicant without assigning any reason.
- 2.17. 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.

3. PLANT VISIT

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 visited the site and 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, General & Special Terms and Condition. 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 equipment, tools & tackles, , safety PPEs, making site safety arrangements, manpower, supervisors, 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 approaches, existing traffic movement, quantity assessment of individual items, quantum of dusting at work locations, importance of work, round the clock working conditions, site safety requirements, flow of water during monsoon/dry



season in the River/Nallah, the type & number of equipments, tools & tackles, PPEs etc., and facilities required for the satisfactory & timely completion of work, the quantity of various items of the work, the availability of local labour, availability & rates of material, local working conditions, uncertainties of weather, obstructions & 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.

It is also desirable to study tender documents thoroughly before site visit. Also, visiting person/s should follow applicable prevailing guidelines/travel advisory of Gov/GoG regarding COVID-19 epidemic.

4. ELIGIBILITY CRITERIA (SELF ATTESTED COPIES OF SUPPORTING DOCUMENTS MUST BE SUBMITTED FOR EACH OF FOLLOWING ELIGIBILITY CRITERIA)

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

4.1 Bidder should possess minimum **Two years** of experience **during last Three years** ending last day of the month previous to the one in which tender is invited, in similar nature of jobs like construction of bituminous road works and/or repairing of bituminous road works, excavation works, road repairing jobs, area grading works, civil infrastructure works, etc... and should enclose proof of the same. Bidder shall submit necessary evidence for the same like self-attested copies of work orders/Work Execution/Work Completion certificates from clients. The work completion certificate shall comprise of Order value & Executed value. Bidders should have executed the work directly. The work executed as a sub-contractor or subletting agency shall not be taken in to consideration.

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

a) **One similar completed/executed work each costing not less than the amount equal to Rs.30 Lakhs.**

OR

b) **Two similar completed/executed works each costing not less than the amount equal to Rs 20 Lakhs.**

OR

c) **Three similar completed/executed works each costing not less than the amount equal to Rs 15 Lakhs.**

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



- 4.3 **EMD:** The EMD of Rs.30000/- (Rupees Thirty Thousand only) shall be accompanied in the form of DD/RTGS/online given by Bank as described in subsequent clause no. 7.
- 4.4 **Tender Fee:-** NIL
- 4.5 Bidder should have separate Employees Provident Fund code number towards registration of firm with RPF commissioner.
- 4.6 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.
- 4.7 Bidder should have average annual turnover of **Rs.100 Lakhs** during last three financial years (2020-21, 2021-22 & 2022-23). Bidder shall furnish annual audited financial statement duly certified by a qualified Chartered Accountant who should be a member of the Institute of Chartered Accountants of India for the said last three financial years to demonstrate the financial healthiness of the company. The balance Sheet and Profit & Loss Account must be in the name of the company. Any type of MOU for this purpose will not be entertained. Where audit is not applicable to the bidder as per applicable extant laws of the land, due certification by a qualified Chartered Accountant who should be a member of the Institute of Chartered Accountants of India of the said turnover for the said last three financial years will have to be done & furnished.
- 4.8 The Bidder has to submit INCOME TAX Permanent Account Number (PAN) & GST registration number as applicable. Copies of the same shall be submitted
- 4.9 The Net worth of the bidder should be positive as evidenced from audited accounts of last financial year (2021-22), audited (or whereas per extant laws of the land audit is not applicable, certified) by a qualified Chartered Accountant who should be a member of the Institute of Chartered Accountants of India
- 4.10 If Bidder or its Partner(s) or Director(s) is /are/was 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 may be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in these 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 "Declaration for Contractual Litigations" as amended in Annexure / Form attached. Bidder shall have to submit the "Declaration-cum-Undertaking for Compliance of Safety Laws and Regulations" as amended in Annexure-F in Section-F / Form attached.
- If any Major Violation of any safety law(s) / Rule(s) is / are found during the preceding Three (3) years, Bid of that party will be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regard as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage.
 - If any of the details submitted in the prescribed Annexure-F in Section-F / Form to the Bid is/are found to be false, incorrect at any time in future, then the Contract awarded to that Bidder / Contractor shall be liable to be terminated forthwith without any notice / correspondence and Bidder agrees and undertakes to accept decision of GIPCL in this regards as final



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

The Bidder shall submit all the evidences, documents, attested copies of work orders & work completion certificates etc... as a proof with EMD 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.

5. **LANGUAGE OF BID**

The Bid prepared by the Bidder and all correspondence & documents relating to the Bid exchanged by the Bidder & 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.

6. **EARNEST MONEY DEPOSIT (EMD)**

- 6.1 An EMD of Rs. 30,000/- (Rupees Thirty thousand) inclusive of applicable GST
- 6.2 The EMD shall be submitted in the form of DD in favor of Gujarat Industries Power Company Limited from any Schedule Public Sector Bank or Private Sector Bank payable at Vadodara .

Alternatively, EMD may also be submitted through online mode of payment by bidders as per details given below:-

PROCEDURE FOR MAKING ONLINE PAYMENT OF EMD

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

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

(The link is visible as horizontal highlighted below Tenders - News & Update Section.)

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



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

Optional Note: Although mentioned as above can be proceeded with "Not available", It will be appreciated that regular vendors may obtain the party code, so that the vendor can be identified. The same party code may be used for future transactions also. After entering the details, click on SUBMIT Button.

- e. 5. The vendor/Party will be redirected to Payment Gateway. By selecting the desired payment mode, payment can be made:
- f.
- g. 6. After making the payment, the receipt will be generated which has to be submitted with technical bid.

- 6.3 The EMD of the successful bidder will be returned after payment of after payment of contract security deposit or deposit of contract performance guarantee by the successful bidder. Alternatively, EMD will be converted in SD and successful bidder shall submit SD or performance bank guarantee for balance amount
- 6.4 The earnest money deposit will be refunded to the unsuccessful BIDDER after the tender is finalized and after award of LOI/Work Order.
- 6.5 Any bid not accompanied with EMD will be rejected. EMD should be submitted to GIPCL.
- 6.6 No interest shall be payable on EMD.
- 6.7 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.

6.8 SCHEDULE OF EMD, TENDER FEE & OTHER SUPPORTING DOCUMENTS

Details of EMD & Tender Fee paid by RTGS/online mode or EMD in physical form by way of DD/irrevocable BG (as applicable) with other documents duly self-attested to be submitted in physical form in sealed cover as per details mentioned in NIT on or before the due date & time of closing of the tender. Bid No. shall be mentioned at the top of cover/envelope.	Address for Submission: General Manager (RE- O&M) GUJARAT INDUSTRIES POWER CO. LTD., PO Ranoli 0265-2234411 District: VADODARA : Email IDs for submission of soft/scanned copies of documents: psgoyal@gipcl.com / znkadri@gipcl.com
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7. SUBMISSION OF BIDS

A: MODE OF SUBMISSION

The bids shall be submitted online through website: <https://tender.nprocure.com> or <https://gipcltender.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.

(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. Schedule of deviation (Annexure-e under Section-F) Technical as well as commercial, if any.
2. Qualification & experience of Supervisors/Engineers (if applicable).
3. List of available equipments, tools & tackles which are required to perform the scope of works as specified in this tender..

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

1. The tender documents duly signed in all pages without price bid along with techno-commercial deviations, if any.
2. Dully filled Annexures: A, B, C, D & E.
3. Proof of experience meeting the minimum eligibility criteria as mentioned in tender document.
4. Previous work order copies.
5. Details of present work order (if any)
6. Turn over for the last three years, audited annual accounts/financial statements i.e. profit & loss account and balance sheet and net worth certificate for last financial year duly certified by a practicing CA will be required as specified in clause nos. 5.8 & 5.10 above.
7. P.F. Number and Allotment Letter.
8. PAN Number.
9. Goods & Service tax registration number/certificate copy
10. Declaration-cum-Undertaking for Compliance of Safety Laws & Regulations and Contractual Disputes / Litigations as per Performa Annexure-F under Section-F.
11. User ID for e-reverse auction on website: <https://e-auction.nprocure.com>

(b) Price Bid:

1. Item Rate Price Bid shall be submitted only in soft form through e- portal system.
Note: Rate shall include cost of all manpower, GIPCL approved make & quality materials, supervision, insurance, equipments, vehicles, consumables, tools & tackles, transportation, Safety, legal & statutory compliance, mobilization, all taxes & duties (except GST) etc... Bidder shall quote applicable GST separately in online price bid. Item rate-based Price Bid shall be submitted only in soft form through e- portal system.
2. Contractor shall at his/her expense comply with all labour and industrial laws and such other acts and status as may be applicable to this contract in respect to pay etc. On account of any default in respect of all liabilities and in case of non-compliance of the above, the company can withhold their payments till all legal liabilities are discharged.
3. Contractor shall deploy labour/workers & supervisors in sufficient numbers to ensure proportionate progress and quality workmanship of the degree specified in this contract and to the satisfaction of the Company
4. Goods & Service tax shall be paid extra at actual as per prevailing rates as declared by Central Government on submission of documentary evidence. **Bidder shall quote applicable GST separately in online price bid.**
5. Bidder shall have to quote each item rate against respective item.
6. The quantities shown in Schedule of Quantity (Section-E) are approximate for the contract period and may vary as per job requirement.



7. The Bidder shall fill the Bid documents with utmost care in consonance with the instructions contained in the Bid documents.
8. **Rates will remain firm throughout the contract period and any extension thereof**, if required, to complete entire scope of work and shall not be subject to any escalation in price, idle charges for labour, machinery, overhead expenses etc.. **There will not be any escalation/compensation to the contractor against any revision and/or change in rate of materials, fuels, MWR (Minimum Wage Rates), etc... whatsoever.**

B: METHOD OF TENDERING/SIGNATURE ON BIDS

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

8. MODIFICATION AND WITHDRAWAL OF BIDS

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

9. POLICY FOR BIDS UNDER CONSIDERATION

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



10. EFFECT AND VALIDITY OF THE BID

- a. The Bid should be kept valid for acceptance for a period of one hundred and eighty (180) calendar days from the last date of submission of Bids.
- b. The submission of any Bid along with the required documents and specifications shall constitute an agreement that the Bidder shall have no cause of action or claim, against the Company for rejection of his Bid. The Company shall always be at liberty to reject or accept any Bid or Bids at his sole discretion and any action will not be called into question and the Bidder shall have no claim in that regard against the GIPCL.

11 OPENING OF BIDS

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

11.2 Preliminary Examination:

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

11.2.2 Arithmetical errors will be rectified on the following basis :

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

12. EVALUATION & COMPARISON OF BIDS

- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.5 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.



- 12.6 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.
- 12.7 For the above referred purpose, a 'material deviation' shall be one which:
- (a) Which affects in any substantial way the scope, quality or performance of the contract, or
 - (b) Which limits in any substantial way and in a manner inconsistent with the Bid documents, GIPCL's right or the Bidder's obligations, under the contract, or
 - (c) Whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

13. RIGHT OF REJECTION OF TENDERS

- 13.1 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.
- 13.2 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.
- 13.3 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.

14. AWARD OF CONTRACT

- 14.1 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.
- 14.2 The successful bidder shall be intimated of his/her selection through the Letter of Intent or Letter of Award/ Work Order which shall be sent to him/her through e-mail, courier, fax or registered mail.
- 14.3 GIPCL reserves the right to cancel/short close the contract during the contract period without assigning any reason. by giving one-month notice.
- 14.4 GIPCL reserves the right to split the contract quantity between vendors.

15. CONTRACT PERIOD

- 15.1 The contract will be for a period of 02 months (except heavy rain period from the date of LOI or Work Order, whichever is earlier).
- 15.2 GIPCL reserves the right to extend the Contract Period appropriately (if given scope of work not completed) on the same rates, terms and conditions without any price escalation and without entering into any new contract.
- 15.3 GIPCL reserve the right to short close the contract at any time by giving one month notice period without assigning any reason and without any compensation.

16. 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.



17. **CONTRACTOR'S OBLIGATIONS**

A: DEPLOYMENT & RESPONSIBILITY OF MANPOWER

- (i) The Contractor shall deploy suitably qualified and sufficient manpower for timely & satisfactorily execution of the works under the contract.
- (ii) The Contractor shall deploy sufficient skilled, Semi-skilled and Un-skilled manpower separately to properly complete the job in given/scheduled time.
- (iii) The Contractor shall depute its own workmen/labor with proper identification to enter the plant premises after ensuring that the jobs are scheduled.
- (iv) 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, security check, pre-employment medical fitness check-ups & induction safety training for all the workmen/labour engaged at the GIPCL site is done and necessary documents regarding the same shall be submitted to the GIPCL's authorized representative/officer-in-charge. Any default in complying with the same or any misrepresentation regarding compliance of the same shall compel GIPCL to initiate appropriate civil or criminal proceedings regarding the same.
- (v) 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. Following are also to be issued by contractor:
 - a) Safety shoes (standard approved ISI make)
 - b) Safety helmet (standard approved ISI make in yellow colour only)
 - c) Safety Goggles / face shield.
 - d) Ear plug / Ear muff.
 - e) Hand gloves like electrical hand gloves / cotton hand gloves / Chemical hand gloves.
 - f) Full body double harness Safety belt.
- (vi) 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 Solar site. Contractor has to submit the authority letter and documentary proof for the same.
- (vii) 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 dully 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.
- (viii) During execution of the works, one or more jobs may be required to be done simultaneously and the Contractor shall mobilize additional resources accordingly.
- (ix) During emergency or similar situations, the Contractor shall be required to mobilize resources as per need within the period of 24 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 10% supervision charges plus applicable GST as per extant GST Laws & other taxes & duties as per applicable extant laws and the same shall be recovered from the Contractor's bill.
- (x) Important Note: Whenever any emergency, the contractor shall mobilize sufficient work force at site within a period of twenty-four hours from the time of intimation to



the site-in-charge or via mail to your office. Generation loss occurred due to want of manpower as well as resources & tractors will be viewed very seriously and will invite appropriate punitive measures as decided by competent authority.

- (xi) 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.
- (xii) 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.

B: TOOLS & TACKLES:

- (i) All standard tools & tackles and equipments required to execute the contract are in the scope of the contractor. The contractor should ensure that tools & 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/materials then 25% of the total job cost plus applicable GST as per extant GST Laws & other taxes & duties as per applicable extant laws will be levied as a penalty for each and every instance**).
- (ii) For proper execution of the work as per the scope, the contractor is required to maintain sufficient quantity of tools & tackles, equipments, standard safety PPEs, standard MS scaffolding materials in good working condition at site as per day to day work load and emergency situations to complete the work in stipulated time.
- (iii) 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.
- (iv) 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 halogen lamp for other area ensuring safety at work place
- (v) 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.

18. 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 psgoyal@gipcl.com, znkadri@gipcl.com. 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.

19. 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'.

20. UNDERSTANDING AND CLARIFICATION ON DOCUMENTS AND SPECIFICATIONS

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.

21. PAYMENTS

All the payments against the work order shall be in Indian currency and payable through cheque or through RTGS (online payment) system only based on submission of required documents like bank mandate form with original copy of cancelled cheque.

22. POINTS TO BE CONSIDERED DURING QUOTING ONLINE PRICE BID

- a. The schedule of rates shall be read in conjunction with Instructions to Bidders, General conditions of contract, Special conditions of contract and Technical specifications.
- b. The quantities given in the schedule of rates are estimated and payment will be made as per actual work carried out as per the rates of work order.
- c. The method of measurement of completed work for payment shall be in accordance with the method of measurement specified in the Tender.
- d. No separate amount shall be payable for use of auxiliary equipment incidental to or in day to day operation in the course of fulfillment of contractual obligation of the vendor.

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

23. 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 whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out nor shall he have any claim for compensation by reason of any change having been made in the original specifications and instructions which shall involve any curtailment of the work as originally contemplated.



SECTION-B INSTRUCTIONS TO BIDDERS FOR ONLINE TENDERING

- 1 Tender documents are available only in electronic format and can be downloaded from the web site:
<https://tender.nprocure.com> and <https://gipcl.nprocure.com> and it can also be viewed from Company's website www.gipcl.com.
- 2 Price bid should be submitted online through the website <https://gipcltender.nprocure.com> only. No physical submission of price bid will be entertained as it should be furnished on-line only.
- 3 Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n)code solutions- a division of GNFC Limited, who are licensed Certifying Authority by Government of India
- 4 All bids should be digitally signed. The bidders are required to contact at the below mentioned address for detailed training on on-line tendering and also for requirement.
(n) Code Solutions - A division of GNFC Ltd.
403, GNFC Info tower, S.G Road,
Bodakdev, Ahmedabad – 380054 (Gujarat, India).
Toll Free: 7359021663
Tel: 079-26857315/316/317
E-mail: nprocure@ncode.in, website: tender.nprocure.com

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

REVERSE AUCTION:

1. GIPCL reserves the right to conduct E-Reverse auction through (n) Procure platform.
2. E-Reverse auction shall be conducted amongst (a) the lowest 50% eligible bidders (rounded to the next higher whole number) from the total bids received OR (b) Minimum three (03) lowest bidders, whichever is higher, shall be invited for participation in e-Reverse Auction through n-procure platform.
3. Opening Price, Detrimental value and duration for the e-Reverse Auction shall be informed to the qualified bidders before start of e-Reverse Auction.
4. After e-Reverse Auction process, L1 bidder shall be decided on Lowest Total Contract Price.
5. To participate in e-Reverse Auction, Bidders have to create e-Auction USER ID on <https://e-auction.nprocure.com> that the bidder shall be allowed to participate the e-Reverse Auction.
6. In case of any further information regarding online bidding or if a Bidder needs any assistance in accessing/ submission of online bid/ clarification or if training is required for participating in online e-reverse bidding, then the Bidder can contact the following office for assistance or training:
n) Code Solutions - A division of GNFC Ltd.
403, GNFC Info tower, S.G Road,
Bodakdev, Ahmedabad – 380054 (Gujarat, India).
Toll Free: **7359021663**
Tel: 079-26857315/316/317
E-mail: nprocure@ncode.in, website: tender.nprocure.com

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



SECTION-C GENERAL CONDITIONS OF CONTRACT

1. CONTRACT SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE

As a Contract Security, Performance Bank Guarantee (PBG) shall be submitted for guarantee amount at 05% of the "Contract Price" (excluding GST) from all Nationalized Banks or Axis Bank, ICICI Bank, HDFC Bank, Kotak Mahindra Bank, IndusInd Bank, Federal Bank, Bandhan Bank, Standard Chartered Bank and AU Small Finance Bank in the format attached in SECTION-F, and it shall guarantee the faithful performance of the 'Contract' in accordance with the terms and conditions specified in these documents and specifications. Contract security deposit/PBG shall be submitted strictly within twenty-one days from the date of LOI or work order, whichever is earlier.

An additional cash security deposit at 05% of contract price shall be retained from the RA Bills.

The 100% Security Deposit will be returned to the Contractor without any interest at the end of the 'Guarantee Period' i.e .6 months -

GIPCL reserves the right to forfeit Performance Bank Guarantee (PBG)/Contract security deposit. Bid security/EMD should be refunded to the successful bidder on receipt of Performance Security.

2. RECOVERY CLAUSE

- (i) In case of any damage of equipment/machinery due to negligence of contractor or any other reasons attributed to contractor the decision of Engineer-in-charge regarding the amount of recovery shall be final and binding subject to a maximum of 10% of contract value plus applicable GST as per extant GST laws & other taxes & duties as per applicable extant laws. Recovery will be affected from the monthly bills and/or retention money/security deposit
- (ii) If the contractor fails to execute the work as per directions of Engineer (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, plus applicable GST as per extant GST laws & other taxes & duties as per applicable extant laws.

3. DEDUCTIONS FROM CONTRACT PRICE

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

4. TERMINATION OF CONTRACT BY GIPCL

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



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

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

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

5. FAILURE & TERMINATION

If the CONTRACTOR after receipt of written notice from the GIPCL/ ENGINEER 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/her 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 including GST & other taxes 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.

6. SETTLEMENT OF DISPUTES

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



writing or unless the matter in such work cannot possibly be continued unless the decision of the Arbitration proceedings is obtained.

7. INTERPRETATION OF CLAUSE

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

8. EMPLOYEE'S COMPENSATION INSURANCE

Contractor shall take all risk Insurance Policy to cover all his workmen/employees, staff applicable under the Employee Compensation Act 1923 or any amendment thereof as also insurance cover for third party liability. The contractor shall keep the GIPCL indemnified from all liabilities arising out of his action in pursuance of this contract. The E. C. Policy should be obtained from Surat Jurisdiction and shall be assigned to GIPCL. 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. 22 herein under.

9. STATUTORY REQUIREMENTS

a. COMPLIANCE OF LABOUR LAWS

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.

1. Contractor shall be solely responsible and shall fully comply with all the provisions of all the labor laws applicable such as the Minimum Wages Act, 1948, Contract Labor (Regulation & Abolition) Act 1970, Factories Act, 1948, Payment of Bonus Act 1965, Employees Provident Fund and Miscellaneous Provision Act 1952, Industrial Dispute Act 1947, Workmen Compensation Act 1923, Payment of Gratuity 1972, Interstate Migrant Workmen Act 1979, Equal Remuneration Act with Rules, Order and Notifications issued/made there under from time to time.
2. All other Acts, Rules/Bye-Laws, Orders, Notifications etc. present or future applicable to the contractor from time to time for performing the contract job.
- 2.1. The Contractor shall provide and be responsible for payment of Wages, Salaries, Bonus, Social charges, Insurance, Food, Accommodation, Transport, Medical and Canteen facilities and other statutory privileges and facilities to his personnel as per law/rules/regulations and orders of the Central Government, State Government, Local Authorities or other authorities as are in force from time to time. All employees of the Contractor shall be employee of the Contractor.
- 2.2. The contractor shall have a valid license obtained from Licensing Authority under the Contract Labor (Regulation & Abolition) Act-1970 at the time of execution of the contract covering all his employees working at Solar site and furnish the same failing which GIPCL may terminate the contract at its sole discretion.
- 2.3. The Contractor shall at the time of execution of the contract have a EPF Code Number obtained from the Authorities concerned under the Employees Provident & Miscellaneous Provisions Act, 1972 and remit contributions in respect of the employees employed by him at Solar Site to the P.F office concerned every month failing which



- GIPCL will recover from the outstanding payment to the contractor from GIPCL.PF code of Gujarat region should be taken.
- 2.4. The Contractor shall maintain all records/registers required to be maintained by him under various labor laws mentioned above and produce the same before the Statutory Authorities whenever required.
 - 2.5. The Contractor shall also submit periodical reports / returns to the various statutory authorities such as the Contract Labour (Regulation & Abolition) Act-1970, Employees Provident Fund Act etc. Under intimation to HR & Admn. Dept.
 - 2.6. The Contractor shall not pay less than the Minimum Wages notified by the Government from time to time to his employees of corresponding categories.
 - 2.7. The Contractor shall be responsible for payment of overtime wages to his workmen, if any, in case they are required to work beyond the prescribed hours under law as per applicable rates.
 - 2.8. The contractor shall take Workmen Compensation Insurance Policy for all his employees working at GIPCL. The contractor shall indemnify the company against any liability due to any work injury or accident to any of its employees.
 - 2.9. The Contractor shall in the event any of his workmen / employee sustains any injury or disablement due to an accident arising out of and in the course of his employment, provide necessary medical treatment and pay compensation as applicable, required under the Workmen's Compensation Act, 1923.
 - 2.10. If any of the persons engaged by the Contractor misbehave with any of the officials or the Company or commit any misconduct with regard to the property of the Company or suffer from any serious communicable disease, the Contractor shall replace them immediately.
 - 2.11. The Contractor shall not engage / employ persons below the age of 18 years. Employment of women shall be strictly according to applicable laws.
 - 2.12. GIPCL will have right to deduct and disburse the claims of the individual / parties being a principal employer on any account whatsoever in relation to their employment with the contractor. The Security deposit will be released to the contractor at the end of the contractual tenure subject to an undertaking by the contractor that in the event any of his workmen or the heirs of workmen puts up a claim for recovery of money due to him from the contractor before the appropriate authority under the Industrial Disputes, 1947 or under any other labor laws or for compensation under the Workmen's Compensation Act, 1923 and the appropriate authority has given a direction for making payment the contractor will meet the same or indemnify GIPCL if in the event GIPCL pays it as Principal Employer.
 - 2.13. The contractor shall make payment of wages to his employees on fixed date within the period specified under the applicable Law, in presence of representative of the company. He will submit a true copy of wage sheet, attendance register and P.F. remitted challans on monthly basis to HR&A dept. for verification and record.
 - 2.14. The Contractor shall provide Safety items / kits to his employees such as safety shoes, goggles, ear plugs, hand gloves, safety belts etc., if any, required under the law.
 - 2.15. The contractor shall conduct pre-induction and periodic medical checkup of his workmen as per applicable laws.
 - 2.16. The contractor shall be solely responsible for any accident caused to his workers and should adhere to all rules / regulations as per labor laws of Government and other statutory laws as applicable.
 - 2.17. The contractor should register himself under the Contract 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.
- 2.18. Contractor shall have to insure his workmen /supervisors etc. under Group Insurance scheme.
 - 2.19. The Contractor shall be responsible for compliance of all statutory rules, regulation, act enforced from time framed by the government such as Factory Act, Employee Compensation Act, payment of 'Wages Act', Minimum Wages Act', Provident Fund Act, All Labor Laws/ Acts in respect of employees engaged by him for the work and shall have to maintain necessary records. In case any amount becomes due to be payable by him to his employees or to the Government under the above rules, regulation, Acts, GIPCL reserves the right to recover the same from the running bill of the contract.
 - 2.20. Documentary evidence of deposit of PF paid shall have to be produced by the contractor along with the next bill.
 - 2.21. Records as per the provisions of various statutory Acts will have to be maintained by the contractor and submitted as and when required.
 - 2.22. All employees of contractor should maintain due discipline and respect local sentiments. GIPCL reserves the right to direct the contractor to remove any such person who does not comply with it.
 - 2.23. The list is indicative in nature and not an exhaustive one. Any amendment/alteration/Notifications or addition to the existing Law or a new statute shall automatically and immediately become applicable.
 - 2.24. All laws, rules, regulations, notifications, etc. stated in this tender document shall be applicable as amended from time to time. Where applicable self-certified true copies of the required documents to be furnished, unless stated otherwise explicitly

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/her.
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/her 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/her for above work; however, GIPCL reserves the right to deduct any amount legally justified towards any liability not fulfilled.
8. Contractor shall indemnify GIPCL from any liabilities arising out of the employment of the manpower.
9. If the contractor fails to complete the allocated job within specified time frame, GIPCL shall get the work done by third party at the risk and cost of contractor.

10. PAYMENT OF WAGES



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

11. ACCIDENT TO WORKMEN

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

12. LIGHTING

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

13. NIGHT/SUNDAY/HOLIDAY SHIFT

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

14. SAFETY ASPECT

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

When contractor moves his/her lifting tools and tackles to the plant area, required test certificates as per the 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/her 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

15. GENERAL SAFETY CLAUSES

1. The Contractor shall observe and comply, with regard to his workmen working at the Solar 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 Mines premises and the Contractor shall brief them regarding the same and use of the Personal Protective Equipment ('PPE').
3. The Contractor shall issue safety shoes and safety helmet of IS standard to all his workmen immediately on execution of the work and the contractor shall ensure that his workmen wears the protective equipments at all times during the work operation. Following brand of the safety shoes and helmet shall be issued to contract workmen. Contractor shall issue safety shoes every year.

Helmet :

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

Safety Shoes :

Sr No.	Name of Manufacturer	Model
01	Acme Fabrik Plast Co.	SSTEELE (Strom) – Double Density
02		TRIMAX(Adjacent) – Double Density
03	Worktoes Warren	Worktoes - Warren Plus IS : 15298 – 2011

4. Other safety gears like ear plug, dust mask, hand gloves, safety goggles, gum boots, fall arrester, life line, full body safety uniform and belts, safety net etc. shall be issued and used as per the job requirements. Safety helmet shall be of YELLOW COLOUR ONLY. Contractor will procure safety shoes & safety helmet from a reputed company with at least 12 months' guarantee and shall produce the guarantee certificate and IS standard certificate to the safety department. Contractor should purchase safety shoes of reputed brands. Safety shoes will be issued every year. IS certificate and guarantee certificate must be obtained from the vendor and submitted to the Safety department. Safety shoes should be heat, water, oil and chemical resistant, having an anti-slippery sole of 15298-2002 make.
5. It is the duty of contractor to ensure that his workmen are wearing required PPEs as per work requirement. Contractor should ensure that their workers are wearing Safety helmet, safety shoes, dust mask, goggles, ear plug etc. at all times when they are at work throughout the contract period. The contractor has to maintain the PPE issue registers with signature of workmen.
6. Contractor will reissue these PPEs in case of damage or misplacement of the same. Replacement shall be made immediately.
7. The contractor shall be responsible for providing first aid or emergency medical help and treatment to his workmen in the event of any accident or injury.
8. If it is observed that contractor is not issuing required PPEs timely and that of required quality, GIPCL will issue the required PPEs to contract workers and back charge the same with 25% overhead charges of GIPCL plus applicable GST as per extant GST Laws & other taxes & duties as per applicable extant laws.
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 Solar site.
11. After mobilization of any tools & tackles to site, which includes chain pulley blocks, D-shackles, wire ropes, winch machines, Mobile crane, Hydra etc. shall be offered for inspection with all above statutory test certificate before using at site for any work. They should use all tools and tackles only after certification by GIPCL representative/safety officer.
12. When working at height, working on ceiling or roof covered with fragile materials, full body harness safety belt, ladders and crawling boards, fall arrester, etc. shall be used to prevent accident. Further, during working on height, contractor should arrange proper scaffolding of still pipes, safety net, full body safety belt, fall arrestor system etc. Advice and instructions of engineer in charge/ safety in charge shall be strictly complied with in this regard. All necessary safety precautions shall be taken by the contractor to prevent accident and personnel injuries while working on height.
13. Flash back arrestors made of reputed manufacturer shall be provided on cutting torch, on DA cylinders and on O2 cylinder. Cylinder caps also required for handling the cylinders at the work at height area. Gas cylinders shall be transferred through gas cylinder trolley only with cylinder cap and stored up right (vertical) position only. All gas cylinders shall be hydro tested / certified as per gas cylinder rules 2004. Gas cylinders shall be stored, handled as per gas cylinder rules 2004.
14. All vehicles shall be operated by licensed drivers only. All vehicles' PUC to be tested as per Government approved RTO guidelines. All Vehicles must be parked in Parking space designated by GIPCL. If any vehicle is found inside the plant premises other than the parking area such vehicles shall be handed over to Security dept. and their entry shall be cancelled for movement inside the plant premises with immediate effect.
15. All electrical equipment shall be in good condition and free from any defect. Electrical tools & equipments i.e. welding machine, grinding and drill machine etc. may be checked by the electrical engineer of the contractors regularly, every six months at least and report to be submitted to concerned HOD and safety depts.
16. During hot work, contractor will use fire curtains like asbestos sheets or fire blankets to prevent falling and spreading of sparks and hot material on and around the work area. Contractor will procure and use such items. ELCB / RCCB shall be provided with rating of 9-30 milli amperes on welding machine and all portable power tools.
17. The contractor shall fill – up Incident notification form (S-I), Incident Investigation form (S-II) and near miss report within time limit as specified in forms, if any accident, Incident, near miss occurred while working at Solar 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 coordination with safety officer of Solar 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. The contractor, workmen following good safety practices in their work area continuously will be rewarded / honored on National safety day.**

25. **Electrical safety**

Electrical safety

- a. All the electrical apparatus including welding machine (either 3-phase or single phase) should be provided with Earth Leakage Circuit Breaker (ELCB/RCCB/RCBO) of 30mA rating.
- b. Bidder/Contractor should ensure periodic checking of ELCB provided in their electrical apparatus.
- c. Bidder/Contractor should ensure that there should not be any joint in the power supply cable of any machine. All cables should be in good condition with no bare insulation or frayed wires
- d. Any power supply switchboard/extension boards brought by Bidder/Contractor should have ELCB of 30mA rating and it should have sockets along with 3-pin plug.
- e. Any type of cable brought by Bidder/Contractor should not have any joint and should be of sufficient capacity for the respective job.
- f. Bidder/Contractor to bring their own 24V rating portable hand lamps along with cable of (apparatus should be having 230V / 24V transformer) for the temporary lighting arrangement required at site for the respective jobs.
- g. Bidder/Contractor should bring sufficient quantity no. of temporary light fixtures (230V or 24 V as per requirement of job/contract), extension boards, cables to draw supply from nearest power point.
- h. Hand-held and portable machines shall be equipped with a built-in switch to switch off power in case of emergency
- i. Bidder/Contractor to ensure healthiness of their electrical equipment whenever brought to GIPCL site and get them tested / verified by GIPCL Electrical Department representatives before start using.
- j. Bidder/Contractor to ensure - All portable electric apparatus shall be regularly examined, tested and maintained to ensure that the apparatus and leads are in good order.
- k. Only three-core cable shall be used for single phase operated tools with the third core connected to earth.
- l. Ensure that all metallic portable appliances are provided with 3 pin plug and socket connections with third pin be connected to the ground terminal where ever possible. Also, the metal work of the apparatus is effectively earthed.
- m. All cables and connections should be sound and of adequate capacity and properly insulated while using any welding machine and other power connections.
- n. The earthing arrangements should be properly made with earthing clamps or a bolted terminal while using any welding machine
- o. Electric holders when not in use, should be placed on an insulated hook or the holders should be fully insulated while using any welding machine
- p. Whenever the welder stops or leaves work for any appreciable time, the power supply to welding machine shall be effectively disconnected while using any welding machine
- q. GIPCL will provide either single phase OR 3-phase 3 wire power supply from the nearby point at job site. Bidder/Contractor to supply the required cable between GIPCL power



supply point to equipment brought by Bidder/Contractor for the specified job. Further, if Bidder's/Contractor's equipment requires 3-ph 4 wire supply then they should derive 3-ph 4 wire supply from GIPCL 3-ph 3 wire supply system by incorporating sufficient capacity transformer. Like for hydro jet cleaning system, mixer machine, induction heating machine, SR machine etc., GIPCL will provide 3-ph 3 wire power supply.

- r. Cable between welding machine to GIPCL power supply point should have cable TOP plug towards GIPCL power supply point of Make BALS having rating as 63 Amp.

Contractors not following above electrical safety points at any point of time are liable to penalty and their machine/ apparatus shall be seized by GIPCL

16. REJECTION OF WORK:

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

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

17. GENERAL TERMS AND CONDITIONS:

- a. All tools & tackles, labours, equipments, approved materials, consumables etc... to execute the contract are in the scope of the contractor. The contractor should ensure that tools & equipments are in healthy condition.
- b. The decision of the Engineer-in-charge shall be final and binding on the contractor for defining the terms and condition included in this contract.
- c. If the work is not found satisfactory, Engineer-in-charge reserves the right to take suitable action.
- d. Contractor shall depute full time independent experienced site-in-charge and independent site supervisors 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 Solar.
- e. Contractor shall also nominate one independent 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.



- f. Contractor shall strictly follow the existing work permit system of the GIPCL and any future revisions.
- g. The contractor has to take EC insurance policy for their workmen. The contractor has to submit labor license and PF account number to the Engineer-in-charge before start the work.
- h. The contractor has to do the job timely. Progressive work targets shall be achieved for each area as decided during first kickoff meeting. GIPCL shall not compromise in delay. In case of delay of work without any valid reason, the GIPCL reserves the rights to carry out the work by deploying other agencies at the risk & cost of contractor with additional 10% overhead charges plus applicable GST as per extant GST Laws & other taxes & duties as per applicable extant laws.
- i. Contractor shall mobilize the resources as per need within the period of four hours. If the contractor fails to mobilize sufficient resources to complete the job in time, GIPCL will execute the job through other agency at the risk and cost of the contractor with additional 10% overhead charges plus applicable GST as per extant GST Laws & other taxes & duties as per applicable extant laws.
- j. Contractor should mobilize all resources for efficient & smooth execution of contract within seven days from the date of issue of Letter of Intent/Work Order.
- k. The prices / item rates quoted (based on quoted % above/equal or below SoR) shall remain firm till completion of the contract and any agreed extensions thereafter and is valid even if the contract is split and shall not be subject to any escalation, idle charges for labor, machinery, overhead expenses etc... due to any reason whatsoever. No price escalation / idle charges shall be entertained due to delay in work on unavailability of work front, non-issue of work permit, holding of work permit for any reason, unavailability of contractor's supervisor, unavailability of contractor's safety supervisor, violation of safety rules, unsafe act by any of contractor's worker, negligence & ignorance of safety & quality instructions of GIPCL Engineer-in-charge or any other reason whatsoever.
- l. Contractor must fulfill all the safety regulations and to take safety measures to avoid hazards. Contractor shall arrange all standard adequate healthy safety PPEs like but not limited to approved quality safety shoes & safety helmets, standard dust masks, safety goggles, safety life line & fall arrestors 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 above clause no. 15) and/or termination of contract.
- m. One or more jobs may be required to be done simultaneously and contractor shall mobilize additional resources accordingly.
- n. Timely completion of all jobs and works shall be the essence of this Contract. Contractor should closely monitor each activities and complete the jobs as per the time given by and under the supervision of the Engineer-In-charge and shall ensure that sufficient manpower is deployed for the same.
- o. The contractor has to complete the works as per the planning schedule and their respective supervisor has to interact with Engineer-In-Charge for PTW (Permit to work), work instruction, Return of permit.
- p. The contractor has to submit daily reports showing work carried out with details of available manpower, material etc.
- q. Any job other than the listed jobs in work order shall be executed by the contractor on instruction from GIPCL and payment shall be made to the contractor on respective item rate only.



- r. The Government of India has enacted the Micro, Small and Medium Enterprises Development Act, 2006 (the "Act") and the Act has come into force from October 2, 2006. The Bidder shall confirm whether your organization is registered under the Micro, Small and Medium Enterprises Development Act, 2006. If your organization is registered under the Act, please specify the category i.e., Micro Enterprise, Small Enterprise or Medium Enterprise under which it is registered and kindly attach a copy of your registration certificate.
- s. The Bidder shall provide details of registration along with copy of the registration certificate issued by the District Industries Centre/Department of Industries, etc of the respective State Government. It is to be noted that large scale industries and trading firms have been excluded from the purview of the Act.
- t. GIPCL is an ISO 9001, ISO 14001, OHSAS 45001 & ISO 50001:2018 (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.

18. CONTRACTOR'S SUPERVISION

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



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

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

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

20. FACILITIES TO BE PROVIDED BY GIPCL

A. The Company shall provide the following facilities to the Contractor at the site:

- a. Quarter/room & food for supervisors/ engineers on chargeable basis in GIPCL's township at Narmada Guest house if available. Food for supervisors/ engineers on chargeable basis at GIPCL's Industrial Canteen as available. If not available, contractor to make his own arrangement for lodging and boarding locally or as appropriate at his cost.
- b. 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.
- c. First aid facilities as available on chargeable basis. If not available contractor to make his own arrangement for the same locally or as appropriate at his cost.
Apart from the above, no other facilities shall be provided by GIPCL.

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

21. WORK CERTIFICATION

- a. 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.
- b. Contractor should maintain one computer with printer for keeping daily records and maintain the data.
- c. All the work measurements shall be jointly recorded in a measurement sheet/register/relevant documents by the contractor / authorized representative of the contractor and the Engineer-in-charge. The measurements shall be clearly written indicating date of measurement, location, reference to drawings, if any, and jointly signed.
- d. 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.



- e. Inspection of work will be done by Engineer-in-Charge or his authorized 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.

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

The Contractor shall have to insure his workmen /supervisors etc. under Group Insurance scheme. The Contractor shall provide an insurance coverage (Medical + Death Benefit) for a sum of Rs. 01 lakh per head to all his workmen /supervisors etc. deployed at GIPCL/Solar site for the accident taking place anywhere not in course of employment of his workmen /supervisors.

23. 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.

24. 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.

25. 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.

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



SECTION-D SPECIAL CONDITIONS OF CONTRACT

1. DETAIL SCOPE OF WORK

SCOPE OF WORK

Construction of around 2.5 KM Temporary Road from Gate No.4 of Surat Lignite Power Plant to Proposed site of 75 MW Solar Project as Per coordinates given in Annexure-A
The scope of work covered by this specification, in general, comprises:-

1. Cleaning & removing all obstructions, loose stone, materials and rubbish of all kind, bush, wood and trees from land width required for the roadway.
 - 1.1. To carry out survey work for finalization requirement of excavation/ filling work by taking initial levels and also the alignment of the road shall be properly set out true to line, curves, slopes, grade and sections.
 - 1.2. Mobilization of all required equipment including not limited to JCB, excavator, dumper, dumpy level machine, water tanker, grader, , vibratory roller with minimum 80-100 kN static weight, etc. and all other tools & tackles as required.
 - 1.3. Earthwork in excavation in all kinds of soil including soft rock for road in required shape and size for, box cutting for road, area grading in proper line, level and gradient and also disposal of surplus excavated soil within radius of 1.0 kms including loading, unloading transporting, dozing, leveling and making suitable approach road.
 - 1.4. Box cutting the road surface of 4.25 Mtr wide and average 100 mm depth to proper slope & camber for making a base for road work including removing the excavated stuff, and depositing on the road side slopes as directed.
 - 1.5. Rolling and watering of earth work in layers with power roller including filling in depression which occur during the process. The rate of excavation shall be including Cleaning & removing all obstructions, loose stone, materials and rubbish of all kind, bush, wood and trees from land width required for the roadway of 6.25 mtr wide, survey work, average 100 mm box cutting on road width of 4.25 mtr, disposal of excavated stuff and other unwanted materials including cut bushes/tree etc. up to lead of 01 Km etc. complete as directed by Engineer-in charge. Filling fly ash/bed ash including spreading in layers, watering, consolidation, dressing and levelling, etc. Required quantity of fly/bed ash shall be free issued by GIPCL . The scope of work includes filling of 100 mm thick fly/bed ash as sub-base of road width 4.25 mtr. and also filling of 100 mm thick fly/bed ash on side shoulder of 1.00 mtr wide on both side of road. The scope of work also including loading, unloading, shifting of fly/bed ash, water flooding using water tanker, levelling in proper line and level etc. complete as directed by Engineer-in charge.
 - 1.6. Providing and Construction of granular sub-base of 150 mm thick compacted layer (Two layers of 75 mm compacted thickness) over the road width of 4.25 mtr. by providing machine crushed B.T. material satisfying MORT&H specification (Fifth revision) of grading III including spreading in uniform layer with motor grader on prepared surface, mixing by mix in place method with rotavator at OMC and compacting with vibratory roller to achieve the desired density etc. complete.
 - 1.7. Construction of 1000 mm shoulder width on both sides with depth of 100 mm by fly ash, compacting and levelling. Required quantity of fly/bed ash shall be free issue .
 - 1.8. Contractor has to make necessary arrangement for tree cutting required if any at few places , GIPCL will provide necessary permission for tree cutting is applicable.



1.1 GENERAL SCOPE OF CONTRACTOR

1. All Machinery tools & tackles, equipments, JCB, tractor-trolleys, grader, dumpers, trucks metal pan, crowbars, axe, pickaxe, etc., and any other machineries labour, vehicles, etc., required to execute the contract will be in the scope of the contractor. The contractor should ensure for healthiness/working conditions of tools, tackles & vehicles. If any additional tools & tackles and equipments are required for proper performance of the contract, the contractor shall also arrange the same immediately with no extra cost to GIPCL.
2. Arrangement of electricity and water shall be in the scope of contractor. However, GIPCL may allow to fill the water tanker from available source in the plant area.
3. Contractor shall make all arrangement including safe storage of all materials, consumable items, tool & tackles, equipments, PPEs, etc., Contractor shall be responsible for safe storage and security of all his belongings. In any case, GIPCL will not be responsible for security & safety of items / materials of contractor.
4. All safety/PPEs required during work at site are to be arranged by the contractor.
5. The Contractor shall have to provide necessary facilities including accommodation for their labour, storage facilities for their materials, tools & tackles, security of the materials etc. at their own cost at their own cost.
6. The contractor has to arrange transportation for lifting/shifting the materials at their own.
7. Contractor has to depute their full-time experienced site-in-charge for work execution as per specification and for day to day work planning & coordination with respective department's Engineer-in-charge, to get daily location wise work supervision, to record joint levels, work done reports/measurements/certification, to prepare bills, to maintain statutory & legal compliance records, etc...
8. Contractor has to maintain record of each and every material brought to site with material test certificate.
9. Contractor has to submit quality plan.

1.2 PLANNING & MONITORING OF WORK PROGRESS

1. After award of the work, Contractor has to submit schedule of work planning with resources (i.e. manpower and material mobilization) within seven days. GIPCL will not allow working at site without submission of schedule of work planning with resources planning. Also, GIPCL will not allow any type of dismantling of existing roofing/cladding sheets, existing roof gutter & rain water pipes till complete mobilization of equivalent quantities of new specified materials as per item specifications in SoR (Section-E).
2. Contractor shall mobilize the resources **at site within 07 days from the date of LOI or work order** whichever is earlier. GIPCL will closely monitor the agreed schedule against actual progress of work at site. If contractor failed to carry out work as per agreed schedule and if contractor failed to mobilized required resources (manpower & materials) within seven days from written communication, GIPCL will execute the job through other agency at the risk and cost of the contractor with additional 10% overhead charges plus applicable GST as per extant GST Laws & other taxes & duties as per applicable extant laws.

It is not the intent to specify herein all the works in the scope of this contract. The scope also includes all works necessary, which are not specifically mentioned here



but required, for completion of entire scope of work in all respect within time bound period and are deemed to be included in the scope of the CONTRACTOR. All works shall conform to the specification. The works shall conform to high standards of quality and workmanship.

1.3 FAILURE DURING EMERGENCY

During any emergencies, contractor shall have to carry out the work by deploying additional force within twenty-four hours' 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, including GST. 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.

1.4 SCHEDULE OF ACTIVITIES

Contractor shall deploy suitable manpower along with supervisors to carry out the activities of scope of work. The contractor shall deploy their sufficient supervisors & site-in-charge for day to day monitoring, to check the site requirements regularly and to get the certification of work done on daily basis from concerned GIPCL's representatives. Various activities shall be carried out as directed by GIPCL.

The work is of specialized nature and the contractor should be fully conversant with modern practices and should be able to carry out the works independently.

1.5 DISPOSAL OF MATERIAL

Contractor shall be responsible for removal and disposal of surplus materials and cleaned stuff etc at designated locations. GIPCL will not be held responsible for any subsequent consequences regarding improper disposal of material.

1.6 SCOPE OF CONTRACTOR

1. All tools & tackles, tractors, dumpers, grader, equipments, machineries etc required to execute the contract will be in the scope of the contractor. The contractor should ensure for healthiness/working conditions of tools, tackles & equipments.
2. All consumable items aggregate, dust powder, sand, 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 staff, labour at their own cost.
5. Road roller, JCB, Dumpers, water tanker, tractor with trolleys for lifting/shifting the materials of their own.
6. Contractor has to depute their full time experienced overall site-in-charge cum supervisors for work execution as per specification and for day to day work planning & coordination with Engineer-in-charge, to get work supervision, to record joint work done reports/measurements, to prepare bills, etc...

1.7 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.

1.8 DAILY DIARY AND PROGRESS REPORT

A daily diary register will be kept in the ENGINEER'S office. The CONTRACTOR will supply all detailed information every day at 9:00 hours for the day preceding and the diary will be jointly signed by the ENGINEER and the CONTRACTOR'S representatives, every day in token of its correctness. A works instruction book, serially numbered will also be kept in the ENGINEER'S office and all day to day instructions will be given in that book. The CONTRACTOR'S representative shall report every day to see these instructions and sign them at the bottom in token of his having seen them.

The CONTRACTOR shall provide all information regarding procurement of materials and progress of work, as is required by the ENGINEER for compiling the weekly progress reports. This information shall be provided by contractor at 9:00 hours every Monday, for the preceding week.

2. PRICE & RATES

This contract is based on item rate contract and final price shall be derived based on item rate of each individual item rate quoted by bidder. Final price shall be derived through e-Reverse Auction. Price bid shall be inclusive of cost of all approved materials like aggregate, grit, stone dust, sand, etc and other required materials, safe storage of materials, wastage, operators, helpers, labour, supervisors, survey work, consumables like but not limited to petrol, diesel, oil, lubricants and all the required tools & tackles, equipments, machineries like road roller, grader, water tanker, dumper/truck, tractor, JCB, dumpy level machine etc..., loading-unloading, transportation, mobilization & demobilization, idle charges of labours, operators, drivers, machineries, equipments during unavailability of front or due to unavoidable circumstances or any reasons whatsoever, safety equipments & PPEs, Royalties, Rents, Stamp Duties, Central or State Government or Local body or Municipal Taxes or Duties or any other duty / tax (GST is included in Estimated cost put in Price Bid), 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 whole item 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... as per work requirement.



Rates will remain firm throughout the contract period and any extension thereof. There will not be any escalation/compensation to the contractor against any revision in MWR (Minimum Wage Rates) and shall not be subject to any escalation in material prices, idle charges for labour, machinery, overhead expenses etc. No price escalation / idle charges shall be due to any reason whatsoever.

Contractor shall at his/her expense comply with all labour and industrial laws and such other acts and status as may be applicable to this contract in respect to pay etc. On account of any default in respect of all liabilities and in case of non-compliance of the above, the company can withhold their payments till all legal liabilities are discharged.

Contractor shall deploy labour/workers & supervisors in sufficient numbers and quality to ensure workmanship of the degree specified in this contract and to the satisfaction of the Company.

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.

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.

2.1 THE TOTAL RATE INCLUDING QUOTED % RATE OF CONTRACTOR,

- *shall include the cost of all materials, tools & tackles, equipments, machineries as per detail specifications and as per above clause no. 1.1, cost of labour, operators, drivers, supervision, tools, equipments, mobilizing, demobilizing, fuels, lubricants, oils, setting out, transport, royalties, temporary & permanent works, local taxes & levies (applicable GST shall be quoted separately in online price bid), duties, EC & off duty coverage policy, safety PPEs, overheads, profit, etc... all complete.*
- *shall include octroi, all other taxes like sales tax, turnover tax of Govt. of Gujarat on works contract etc... Bidder shall quote applicable GST separately.*
- *shall include all site preparatory work like, survey, site cleaning, marking, levelling, rolling of original soil etc.*
- *shall be deemed to cover working in adverse condition as well as supervision.*
- *shall be final and firm for the entire contract period including extension, if any, and shall not be subjected to any escalation whatsoever.*
- *Compliance of labour laws and other applicable statutory requirements is to be ensured by the contractor.*
- *The contractor will pay to labourers in line with prevailing minimum wages.*

3. CONTRACT PERIOD

Contract period will be 02 months (except heavy rainy days) from the date of issue of Lol or Work Order whichever earlier or from the date of commencement as mentioned in work order.

In any case, contractor shall not be eligible to claim any compensation or reimbursement or price escalation which attributed to poor progress, poor quality work, rework, holding the work by GIPCL in sack of decision or modification in proposed layout or due to any whatsoever reason.



Contractor shall not have any right for time extension or compensation or price escalation on account of delay due to late handing over of particular front by the GIPCL or any other reason whatsoever. However, GIPCL at its sole discretion may grant time extension only against the justifications submitted by the contractor in writing at the same rate terms & conditions.

GIPCL reserve the right to short close the contract at any time by giving one month notice period without assigning any reason and without any compensation.

4. TERMS OF PAYMENT

A. Conditions of Payment:

The contractor shall raise running invoice/final bill in duplicate (one original in physical form and soft copy in MS Excel format as directed by Engineer-in-charge) for work performed or completed during the previous month along with the documents as mentioned hereinafter. 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) 95% of monthly RA bill along with taxes shall be released against the work executed duly certified by GIPCL on prorata basis of each 200 Meter length. Income Tax (IT) will be deducted at source from monthly RA bills as per the rules in force. 05% cash security deposit shall be deducted from each RA bills & final bill as per clause no.: 1 of Section-C.
- (ii) Contract Security deposit/irrevocable PBG at 05% of contract value excluding GST shall be submitted as per clause no.: 1 of Section-C. Cash Security deposit as well as irrevocable PBG will be returned to the Contractor without any interest after successful completion of defect liability period from actual contract completion date as certified by Engineer-in-charge and as per clause no.: 1 of Section-C.
- (iii) GST shall be paid along with bills after fulfillment of following terms.
 - (a) Submission of copy of registration certificate issued by GST Authority (to be furnished only once).
 - (b) Citing the GST Registration no., HSN Code and the date of issue of registration certificate on invoices.
 - (c) Citing GIPCL's GST no. along with contractor's GST registration no. and the date of issue of registration certificate on invoices.
 - (d) Claim of GST amount with percentage (%) separately shown on the invoices.
 - (e) 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.
 - (f) Contractor shall inform the Owner in the event of its registration certificate is cancelled or discontinued for whatsoever reason.
 - (g) The contractor shall also mention on their invoice the HSN/SAC code as applicable under the GST laws under which GST is levied and a self-certified authentic third-party evidence (www.cbic-gst.gov.in) shall be adduced to that effect by the contractor.
- (iv) At the time of submission of the first RA Bill, the Contractor shall submit a certificate from Engineer-in-charge regarding availability of tools & tackles, equipments, etc at site as desired by GIPCL
- (v) While making running account payment, the following deductions may be made by GIPCL, if applicable:



- (1) Cost of materials issued, if any, by GIPCL and to the extent consumed in the work.
- (2) Security deposit recoverable if any.
- (3) Advance on materials / work progress advance payments, if any.
- (4) Any other dues recoverable by GIPCL from the contractor under the contract.
- (5) Any applicable taxes under any law for the time being in force, eg. TDS, etc.
- (vi) The contractor along with monthly RA Bill shall submit copy of P.F. Challan, wages register of previous month, attendance sheet of respective month & 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 if applicable.
- (vii) The Contractor shall submit his Final Bill within a period of four 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 four months. After the final bill amount is certified by GIPCL for payment and the same is made known to the bidder by GIPCL, the bidder to submit no claim no arbitration certificate to GIPCL for the latter to pay the Final Bill.
- (viii) 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.
- (ix) Submission of statutory compliances with periodical/monthly RA Bill/Final RA Bill (Refer clause no 8 below)

B. Validity and Uniformity of Rates

The rates shall be valid and shall remain unaltered and firm for the Contract Period and for any agreed extension thereof.

5. SCOPE OF GIPCL

Available Electric power, water & air shall be provided free of charges at any one point nearer to work site as convenient to GIPCL. Contractor shall make his own arrangements for drawl and distribution to the work site. However, before drawl of such energy, contractor shall take prior permission of the same.

6. MODE OF MEASUREMENT

Payment will be made for completion of work in all respect as certified by concern Engineer-in-charge of GIPCL by measuring the area as per specifications.

Contractor shall maintain before and after joint record levels; Original Ground Levels (OGL) before starting laying of GSB and final Levels after final compaction of GSB. Thickness of GSB will be derived from these jointly recorded levels at initial stage and after final compaction of GSB. However, the compacted average thickness works out through level record should not vary more than 10% of the requirement of 100mm.



Measurements shall be in accordance with the unit of measurements specified in schedule of quantity up to three decimal places. Payment will be made for actual work done of finished product as per field joint measurements certified by Engineer-in-charge.

The measurement shall be as per unit mentioned in Schedule of Quantity/Price Schedule for finished product of work done as per mode of measurement. The measurement will be as per the unit of measurement specified in item description.

- a. Contractor should maintain & provide standard level recording instruments / equipment having valid calibration for level recording at initial stage and after completion of work.
- b. Contractor should maintain one computer with printer for keeping daily records and maintain the data.
- c. 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.
- d. Inspection of work will be done by Engineer-in-Charge or his authorized 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.

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

7. 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 (as per mode of measurement) along with joint record of work done and Joint Level Records** duly signed by authorized representative of contractor and GIPCL Engineer.
- (ii) Contractor's material incoming challans duly stamped & signed by plant gate security.
- (iii) Contractor's supplied material test certificate/reports as directed by Engineer-in-charge.

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

8. SUBMISSION OF STATUTORY COMPLIANCES WITH PERIODICAL/MONTHLY RA BILL/FINAL RA BILL

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

- (i) Copy of statutory compliance like labour license, wages payment register, EC Policy, PF paid Challan with ECR, etc... along wage certificate pertaining to respective bill period.
- (ii) Notarized Indemnity Bond in case of Final bill.
- (iii) No claim - No arbitration certificate as per Proforma (Annexure-D), after the final bill amount is certified by GIPCL for payment and the same is made known to the bidder by GIPCL.



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

9. MOBILIZATION AND EXECUTION

- a) Contractor shall mobilize the resources at site within 7-15 days from the time the intimation given by GIPCL.
- b) Contractor shall provide required separate & independent site supervisors who will be responsible for supervision and execution of job in specified time with respect to quality, specifications, site preparations, safety, co-ordination with GIPCL, issue of work permits, joint measurements, etc... The supervisors shall coordinate with the Engineer-in-charge of GIPCL for proper execution of the job.
- c) The resources required for execution of above jobs will vary from time to time, hence contractor shall mobilize the resources accordingly.
- d) Contractor shall provide accommodation for the persons deployed by him for the work at his own cost.

10. DEFECT LIABILITY PERIOD

The defect liability period of whole work shall be 6 months after completion of contract/work as certified by Engineer-in-charge.

During defect liability period, if any defect arises in jobs which have been already executed, shall be rectified by the contractor at free of cost within seven days on receiving the intimation from Engineer-in-charge, failing which GIPCL may take suitable action and also engaged third party to carry out rectification work at the risk and cost of the contractor.

11. GENERAL CONDITIONS OF CONTRACT

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

Where any portion of the general conditions of contract is repugnant to or at variance with any provisions of the special conditions of contract, then unless a different intention appears, the provision of the special conditions of contract shall prevail to the extent of such repugnancy of variance.



SECTION-E
SCHEDULE OF QUANTITIES
(SOQ and Price Schedule to be filled on line only)

Sr. No.	Item Description	Qty	Unit	Unit Rate (Rs.)	Total Amount (Rs.)
1	Box cutting the road surface to proper slope & camber for making a base for road work including cleaning & removing all obstructions, loose stone, materials and rubbish of all kind, bush, wood and trees from land width required for the roadway of 6.25 mtr wide, survey work, average 100 mm box cutting on road width of 4.25 mtr., disposal of excavated stuff and other unwanted materials including cut bushes/tree etc. up to lead of 01 Km etc. complete as directed by Engineer-in charge. Rolling and watering of earth work in layers with power roller including filling in depression which occur during the process.	2600	Running Meter		
2	Filling fly ash/bed ash over sub-base of road including spreading in layers, watering, consolidation, dressing and levelling, etc. complete. Required quantity of fly/bed ash shall be free issue to near road site. The scope of work includes filling of 100 mm thick fly/bed ash as sub-base of road width 4.25 mtr. The scope of work also including loading, unloading, shifting of fly/bed ash, water flooding using water tanker, compacting, levelling in proper line and level etc. complete as directed by Engineer-in charge	2600	Running Meter		
3	Construction of Granular sub-base 150 mm thick layer (Two layers of 75 mm thick) over the width of 4.25 mtr wide road by providing machine crushed B.T. material satisfying MORT&H specification (Fifth revision) of grading III including spreading in uniform layer with motor grader on prepared surface, mixing by mix in place method with rotavator at OMC and compacting with vibratory roller to achieve the desired density etc. complete.	2600	Running Meter		
4	Filling fly ash/bed ash on side shoulder including spreading in layers, watering, consolidation, dressing and levelling, etc. complete. Required quantity of fly/bed ash shall be free issue at site. The scope of work includes filling of 100 mm thick fly/bed ash as side shoulder of 1000 mm wide on both side of road. The scope of work also including loading, unloading, shifting of fly/bed ash, water flooding using water tanker, compacting, levelling in proper line and level etc. complete as directed by Engineer-in charge.	2600	Running Meter		
				Total Without GST	
				GST Rs.	
				Total With GST.	



SECTION -F

ANNEXURE-A

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

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

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

1. WHEREAS Gujarat Industries Power Company Limited having its office at PO: Ranoli, Dist. Vadodara – 391 350, Gujarat State, India (hereinafter referred to as "The Company/Owner" 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.(hereinafter referred to as "Contractor(s)/ Seller(s)" which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) foron the terms and conditions as set out inter alia, in the Company's contract No./ work order No.....dateand various documents forming part thereof hereinafter referred to as the "said contract" which expression include all amendments, modifications and/ or variations thereto and whereas the Contractor(s)/ Seller(s) has agreed for due execution of the entire contract and guarantees its performance including any parts executed through any other agencies/ subcontractors

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

2. WeBank having its branch office atdo hereby agree and undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Company stating that in the opinion of the Company, which is final & binding, the amount claimed is due by reason of default made by the Contractor(s)/ Seller(s) in performing any of the terms & conditions of the said Contract including defect liability obligations, in fulfilling the performance guarantee obligation or loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said Contractor (s)/ Seller(s) of any of the terms & conditions of the contract. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted to Rs.---(Rsonly)

3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/ Seller(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the owner proceeding against the Contractor(s)/ Seller(s).



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

..... Bank
Corporate Seal of the Bank

By its constitutional Attorney
Signature of duly Authorized person
On behalf of the Bank

With Seal & Signature code



ANNEXURE-B

PROFORMA CERTIFICATE
(No claim, No arbitration)

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

Dear Sir,

Subject: _____

Ref: Work Order No.: _____ Dated _____

We hereby confirm with free consent as under:-

1. The measurements certified in final bill 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.



ANNEXURE-C

Declaration Cum Undertaking for Safety Laws and Regulations Compliance

(To be submitted on Company's Letter Head)

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

Signed and Stamped by the
Authorized Signatory
Of the Bidder

Declaration for Contractual Disputes/ Litigations

(To be submitted on Company's Letter Head)

Please Tick (✓) whichever is correct option

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

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

Please Tick()

OR

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

Please Tick()

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

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

Signed and Stamped by the
Authorized Signatory
Of the Bidder



ANNEXURE- D

Schedule of Deviation from Technical Specification and Commercial Terms and Conditions

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

Sr. No	SECTION	CLAUSE NO	AS 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 confirms that in the events any other data and information presented in the BIDDER's proposal and accompanying documents are at variance with specific requirements laid out in the OWNER's Tender Document, then the latter shall govern and will be binding on the BIDDER for quoted price.



SECTION-G **TECHNICAL SPECIFICATION**

Name of Work :- Construction of Temporary Approach Road to 75 MW Solar Plant at Vastan Mines Land

