

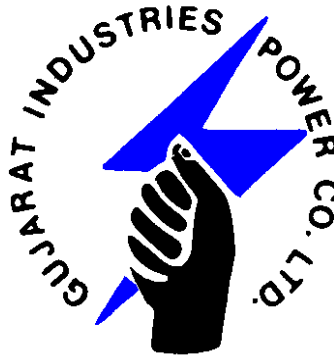
GUJARAT INDUSTRIES POWER COMPANY LIMITED
(Surat Lignite Power Plant)

AT & POST NANI NAROLI, TALUKA: MANGROL, DIST: SURAT, PIN 394110 (GUJARAT)
Phone Nos.: EPABX (02629) 261063 to 261072, fax Nos.: (02629) 261112, 261080

TENDER DOCUMENTS FOR;

Surat Lignite Power Plant: 4 X 125 MW, Unit # I to IV – Annual Maintenance Contract for Monitoring & Maintenance services for Sewage Treatment and Recycling Plant at colony & Monitoring services for PT , ETP & RUN OFF SYSTEM at DM Plant in Plant premises and Environmental Monitoring and Ambient air monitoring for Plant, Valia - Mangrol Lignite Mines & Vastan Lignite Mine (Including Lime stone Pit) for two years of contract period.

Bid No.: SLPP/Civil/STP & ETP/Mines/2018-20



**INSTRUCTIONS TO BIDDERS & CONDITIONS OF
CONTRACT**

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

NOTICE INVITING TENDER (NIT)
TENDER NO.: SLPP/Civil/ STP & ETP/Mines/2018-20

Name of work	Surat Lignite Power Plant - 4X125 MW, Unit # I to IV: AMC for Monitoring & Maintenance services for STP and Recycling Plant at colony & Monitoring services for PT , ETP & Run Off Pond System at DM Plant in Plant premises and Environmental Monitoring & Ambient air Monitoring in Plant, Valia & Mangrol Lignite Mines & Vastan Lignite Mine (Including Lime stone Pit). for two years of contract period.
Place of work	GIPCL Colony, Surat Lignite Power Plant, Village: Nani Naroli, Taluka: Mangrol, Dist.: Surat - 394110 (Gujarat).
Quantity	The successful Bidder will be awarded this contract involving total quantities of various items as mentioned against item descriptions in BOQs.
Contract period	Two Year from the date as mentioned in order.
EMD	Rs. 53,000/- (Rupees Fifty three thousand Rupees only) by Demand Draft payable at Mosali-Surat/Nani Naroli/Surat or Bank Guarantee in favor of GIPCL from approved Banks mentioned in this tender in subsequent clauses.
Cost of tender document / tender fee	Rs. 3,000/- (Rupees Three Thousand only) by Demand Draft in favor of GIPCL payable at Motamiya-Mangrol or Nani Naroli.
Site Visit	Interested parties may carry out site visit to understand nature of work & site conditions. Site visit may be carried out during any of following dates with prior written approval of GIPCL. 01.05.2018 to 05.05.2018 during office hours.
Availability of online e-Tender document	On website: https://www.nprocure.com or https://gipcl.nprocure.com
Last date of online submission of offer	21.05.2018 up to 17:30 hrs. on website: https://www.nprocure.com or https://gipcl.nprocure.com
Submission of EMD, Tender fee and other supporting documents for technical Bid in physical form.	On or before 24.05.2018, 17:30 hrs during office hours at office of Surat Lignite Power Plant, Nani Naroli, Dist. Surat.

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://www.nprocure.com> or <https://gipcl.nprocure.com>

5. The EMD, Tender fee & other supporting documents are to be submitted in physical form only at the following address:-

General Manager (SLPP)
Gujarat Industries Power Company Limited
Surat Lignite Power Plant
At Village: Nani Naroli,
Taluka: Mangrol,
Dist.: Surat - 394 110, Gujarat.
Phone: (02629) 261063-72.
E-Mail: slppcivil@gipcl.com

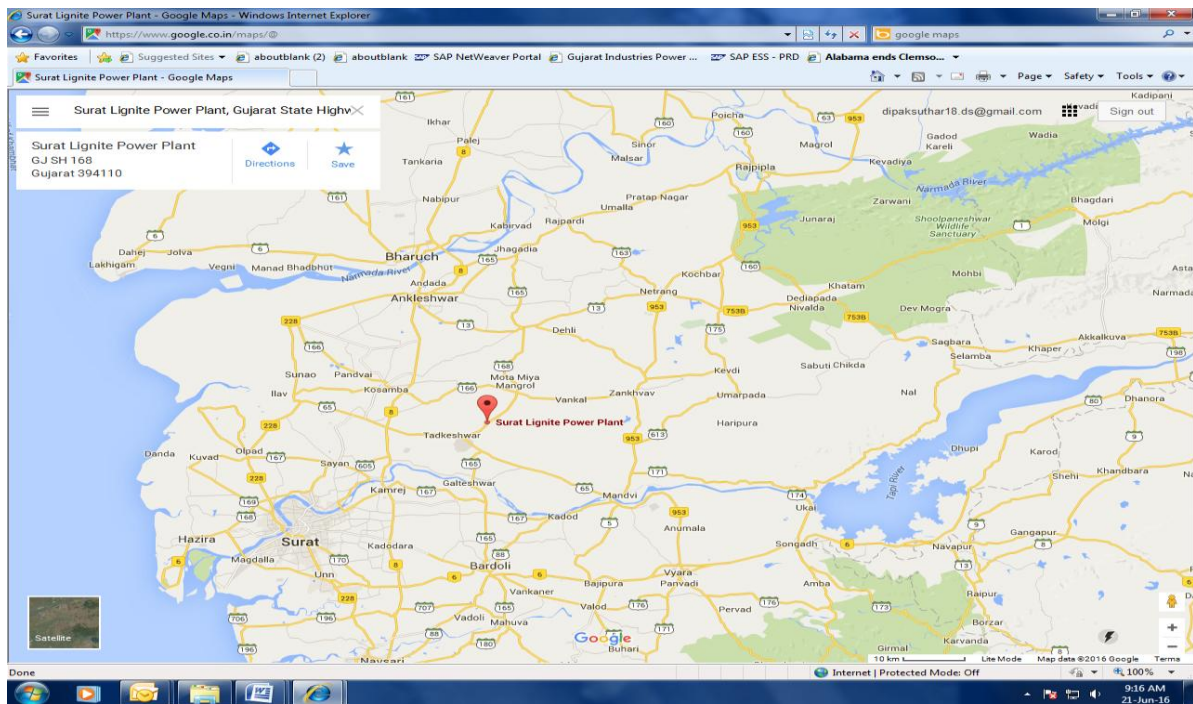
SECTION-A INSTRUCTIONS TO BIDDERS

1. PLANT SYNOPSIS

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

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

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



The Company intends to award Annual Rate Contract of ARC for Monitoring & Maintenance services for STP and Recycling Plant at colony & Monitoring services for PT, ETP & Run Off Pond System at DM Plant in Plant premises for two Years of contract period at SLPP- Plant & Colony and is therefore inviting open tenders online (n-procure web site) from experienced & resourceful contractors.

2. SCOPE OF WORK

The scope of work covered in general comprises of "Monitoring & Maintenance services for sewage treatment & Recycling plant at colony (Package I), Monitoring services for PT, ETP & run off system at DM Plant (Package II) & Environmental Monitoring and Ambient air monitoring for GIPCL 4x125 MW SLPP(Package III), Valia & Mangrol Lignite Mines (Package IV) & Vastan Lignite Mine (Including Lime stone Pit) (Package V). " as detailed under:-

For Package I : Monitoring & Maintenance services for sewage treatment & Recycling plant at colony. The scope of work also covers :-

- a. Routine Monitoring of sewage treatment plant with deploying one skilled person having Mechanical and Electrical background / experience and two unskilled persons on monthly basis for operating the plant.
- b. Unit Monitoring shall include of raw sewage pumps, aeration tank with surface aerator, clarifier with mechanism and sludge pumps, carbon and pressure filters with treated effluent pumps and chlorination with hypochlorite solution and submission of daily report thereof.
- c. Contractor shall carry out testing of samples twice in a month for COD and BOD and submission of reports thereof.
- d. Maintenance services for sewage treatment & Recycling plant at colony. Supply of all spares like bearings pump parts (mechanical parts), nuts and bolts etc and consumable incl. kerosene, **HYPOCHLORITE solution etc shall be** in the contractor scope of work. All required tools, tackles, jutes and other misc things required for maintenance work shall be arranged by contractor. **Contractor shall also supply Hypochlorite solution required for daily chlorination and you will keep enough stock of this material at site. Minimum 10 Litre/day Hypo requires. For better chlorination require quantity of GUD,UREA & DAP also provided by contractors .**
- e. Contractor will also monitor the distribution of recycled water to the connected houses by operating respective valves and checking the flows to houses engaging one person for the same. Contractor will also monitor leakages etc... To recycling pipes and attend the same immediately as covered in the scope as per schedule of price enclosed herewith.
- f. Contractor shall carry out repairing of breakdown equipments immediately. **For repairing of equipments transportation shall be arrange by GIPCL free of cost. For lifting of pump hydra also arrange by GIPCL Free of cost.**

For Package II : Monitoring services for PT, ETP & run off system at DM Plant. The scope of work also covers :-

- a. Routine Monitoring of water treatment plant, effluent treatment plant, runoff clarifier and water recovery pit pump with deploying eight person (one site in-charge + 03 operators + 04 helpers) having chemical background with/ experience of ETP on monthly basis for operating the plant..
- b. The scope of work for Monitoring shall include of two water treatment clarifier and related all auxiliaries, Effluent treatment plant and related all auxiliaries, all recovery pits and pumps, two numbers of thickeners, three numbers of centrifuge and related axillaries, Run off pond clarifier and related auxiliaries and preparation of all process related chemicals as well as shifting of process related chemicals from chemical house to dosing tank..

- c. Contractor shall carry out testing of samples on hourly basis for ETP and runoff clarifier at GIPCL lab and recorded at site.
- d. Contractor have to do the liasoning with GPCB, Surat and Gandhinagar for getting/applying consent/renewal of consent {Air, Water, Hazardous (soil) waste etc.} from time to time for operating the plant including application in standard format of GPCB at Surat and Gandhinagar for getting the same. Contractor shall have to remain present during the visit of any authority from GPCB, CPCB & MOEF for joint sampling and clarification if required.
- e. The following tests / reports are required to be submitted every 15 days for the treated water:- (I) BOD (ii) COD (iii) Ph value (IV) Suspended solids (v) Oil & Grease.

For Package III : Environmental Monitoring and Ambient air monitoring for GIPCL 4x125 MW SLPP. The scope of work also covers :-

- a. Monitoring agency has to do the liasoning with GPCB, Surat and Gandhinagar for getting / applying consent / renewal of consent [Air, Water, Hazardous (soil) waste etc...] from time to time for operating the plant, including application in standard format of GPCB for consent / renewal consent order and follow-up with GPCB at Surat and Gandhinagar for getting the same.
- b. Monitoring Agency representative has to remain present during the visit of any authority from GPCB, CPCB & MoEF for joint sampling and clarification if required
- c. Moreover the consultant shall guide and fill up all the format required to be submitted to GPCB/CPCB as per CC&A and guideline of GPCB/CPCB published from time to time.

For Package IV & V: Environmental Monitoring and Ambient air monitoring for Valia & Mangrol Lignite Mines & Vastan Lignite Mine (Including Lime stone Pit). The scope of work also covers :-

- a. Monitoring agency shall be responsible for applying, consent renewal & liaisoning with GPCB Surat, Gandhinagar and MOEF&C.
- b. Monitoring Agency representative has to remain present during the visit of any authority from GPCB, CPCB & MOEF&C for joint sampling and clarification if required.
- c. Monitoring agency is responsible for approval from GPCB/ MOEF&C for their submitted Report.
- d. Environment Management System shall be reviewed by responsible representative on quarterly basis and if any changes are required in our system shall be suggeste.
- e. Monitoring agency shall inform if any changes carried out in environment norms, forms etc from GPCB/ MOEF&C.
- f. Sampling monitoring frequency for Valia & Mangrol Lignite Mines shall carried out Bi monthly and report shall be submitted as per their CC&A.

3. GENERAL INSTRUCTIONS

- 3.1 The Bidders who are interested in participating in the tender must read and comply with the instructions and the Terms & Conditions contained in the tender documents.
- 3.2 The Bids shall be filled in by the Bidders clearly, neatly and accurately. Any alteration, erasures or overwriting shall be liable to make the tender invalid

unless the same is neatly carried out and attested over the full signature of Bidder. The decision of the Company to interpret the information and rates filled in by the Bidder shall be final and binding on the Bidder.

- 3.3 The Bidders are requested to make themselves fully conversant with the General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Site conditions, Safety & Health Aspects and Norms to be observed etc. before submitting their bids so that no ambiguity arises in these respects subsequent to submission of the Bids.
- 3.4 Before entering the rate /price against each item in the priced schedule of rates, the Bidder should go through the specifications, scope of work etc. and get himself fully conversant with them. The Bid should include cost of mobilization and cost to adhere to all Safety Norms as described in the tender. No relaxation or request for revision of quoted/accepted rates shall be entertained subsequent to the opening of Bid on account of mobilization or Safety costs.
- 3.5 Bidder has to quote for all the section of Price Bid. However, GIPCL reserves the rights to allot works of all the Sections to a single Bidder or GIPCL may split the contract between two parties for O& M Services and enviro monitoring works.
- 3.6 Bidder has to submit all the information as per required Bid document. Failure to furnish all the information as per required Bid documents or submission of a Bid containing deviations from the contractual terms and conditions, specifications and requirements, shall be rejected.
- 3.7 The Bids shall be submitted within the time frames set out in the Notice Inviting Tender ('NIT') and Bids submitted thereafter shall not be accepted and considered.
- 3.8 The tender documents shall not be transferable.
- 3.9 The Bidders are expected to examine all instructions, forms, terms & specifications in the Bid documents and to get fully acquainted themselves with all the conditions and matters which may affect the subject matter of the work/tender or the cost thereof. If any Bidder finds any discrepancies or omissions in the specifications and documents or any doubt in true meaning or interpretation of any part, he shall seek necessary clarifications in writing or during Pre-Bid meeting if required.
- 3.10 Conditional offers shall not be considered and liable to be rejected.
- 3.11 The Company reserves the right to extend the deadlines for submission of the Bids by giving amendments.
- 3.12 During evaluation of Bids the Company may, at its discretion ask the Bidder (s) for clarification of their Bid. The request for clarification and the response shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted.
- 3.13 The Company reserves the right to amend/ modify the Bidding documents at any time prior to the deadline for submission of Bids, either at its own discretion or in response to the clarification requested by a prospective Bidder. In such case, the Company may in its discretion extend the deadline for submission of Bids in order to facilitate the prospective Bidders for incorporating the effect of the amendment in their Bids.
- 3.14 The Bidders shall bear all costs and expenses associated with the preparation and submission of their respective Bids, to attend meetings or conferences, if any, including any pre award discussion with the successful Bidder, technical and other presentations etc. and the Company shall not be liable for any expense thereof.
- 3.15 If the successful Bidder is a joint venture, formed of two or more companies, the Bidder along with the partners shall accept joint and several responsibilities and liabilities for all obligations under the Contract.

- 3.16 Timely and satisfactory completion of the work and strict adherence to the allotted time frames for jobs shall be the essence of the contract.
- 3.17 The Company reserves the right to qualify/disqualify any applicant without assigning any reason.
- 3.18 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.
- 3.19 The Company reserves the right to opt for e-Reverse Auction of the subject work.
- 3.20 To participate in e-Reverse Auction, bidders have to create e-Auction USER ID on www.auction.nprocure.com and it is mandatory to submit the same along with physical Technical-Commercial Bid; so that the bidder shall be allowed to participate in the e-Reverse Auction.
- 3.21 After e-Reverse Auction process, L1 bidder shall be decided on lowest % rate quoted during e-Reverse Auction.
- 3.22 After e-Reverse Auction process, the original rate quoted by L1 bidder for individual items/packages shall be proposanetly reduced based on total % reduction from their original quoted price v/s price derived after e-reverse auction.

4. PLANT/COLONY/MINES VISIT

The Bidder is advised to visit the Colony, PLANT & MINES (VALIA & VASTAN) of Surat Lignite Power Plant (SLPP) after downloading the tender copy from website: <https://www.nprocure.com> or <https://gipcl.nprocure.com> to study the actual working conditions, before submitting their offer. The Bidders shall examine the site of works and its surroundings and see for himself 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 submission of tender by a contractor implies that he has read these instructions, conditions of the contract etc. and has himself aware of the scope, nature of works & specifications of the works to be done. GIPCL will not, therefore after acceptance of contractor's rate, pay any extra charges for any other reason in case the contractor is found later on to have misjudged the site conditions.

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

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

BIDDER shall inspect the site, examine and obtain all information required and satisfy himself regarding matters such as access to site, communication, transport, working condition including constraint of work place, confined area, importance of work, round the clock working conditions, safety requirements, high flood level in River, flow of water during monsoon/dry season in the River/Nallah, the type and number of equipment and facilities required for the satisfactory completion of work,

the quantity of various items of the work, the availability of local labour, availability and rates of material, local working conditions, uncertainties of weather, obstructions and hindrances that may arise, etc which may affect the work or cost thereof, before submission of his Bid. Ignorance of site conditions shall not be accepted by the GIPCL as basis for any claim for compensation. The submission of a Bid by the BIDDER will be construed as evidence that such an examination was made. Any later claims / disputes in regard to rates quoted shall not be entertained or considered by the GIPCL.

The Rate/price 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.

5. **ELIGIBILITY CRITERIA**

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

- 5.1 Bidder should possess minimum **Three years** of industrial work experience **out of last five years** (as per following Cl. No. 5.2) in similar nature of works like Operation and maintenance of STP/ETP of power plant or process industries, Environment monitoring or Environment auditing work in Power Plants & Process Industries and should enclose proof of the same. Bidder shall submit necessary evidence for the same like attested copies of work orders along with work completion certificates from clients. The work completion certificate shall comprise of order value and executed value. Bidders should have executed the work directly. The work executed as a sub-contractor or subletting agency shall not be taken in to consideration.

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

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

a. **One similar completed work each costing not less than the amount equal to Rs. 32.00 lakhs.**

OR

b. **Two similar completed work each costing not less than the amount equal to Rs. 21.20 lakhs.**

OR

c. **Three similar completed work each costing not less than the amount equal to Rs. 16.00 lakhs**

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

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

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

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

- 5.6 Bidder should have separate Employees Provident Fund code number towards registration of firm with RPF commissioner.
- 5.7 Attested copies of relevant documents duly signed & seal on each & every page shall be submitted. The above documents will be analyzed and after satisfaction, the Price Bid will be open. GIPCL may verify the documents, experience certificates issued by concern authority. After opening of technical Bid, if any required attested documents found missing in the Technical Bid submitted by the Bidder, the tender inviting authority may inform to that Bidder only once by E-mail to submit the missing required documents within stipulated time limit. If Bidder/Bidders fail to submit within stipulated time, their Bid will be declared technically disqualified and no further correspondence will be entertained.
- 5.8 **Bidder should have minimum annual turnover of Rs. 16.00 lakhs for last three financial years i.e. 2014-15, 2015-16 & 2016-17.** Bidder shall furnish annual audited financial statement duly certified by Chartered Accountant for the last three financial years to demonstrate the financial healthiness of the company. The balance Sheet must be in the name of the company. Any type of MOU for this purpose will not be entertained.

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

- 5.9 The Net worth at the end of the last financial year should be positive.
- 5.10 The Bidder has to submit INCOME TAX Permanent Account Number (PAN), TIN/VAT no. of the firm. Copies of the same shall be submitted.
- 5.11 Bidder has to GST registration number. Copy of the same shall be submitted.
- 5.12 In case Bidder is a joint venture company since last seven years, the above requirements/credential of Joint Venture Company / Parent companies shall be considered.

5.13 ADDITIONAL PRE QUALIFICATION CRITERIA

1. If Bidder or its Partner(s) or Director(s) is /are/was in any Litigation(s), Court Case(s) or Arbitration(s), either completed or under progress during last five(5) years or Black Listed / Deregistered / Stopped or banned from dealing in the past by any Govt. of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations, Bid of that party will be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage.
2. Bidder shall have to submit the "Declaration-cum-Undertaking for Compliance of Safety Laws and Regulations" as per Performa **Annexure-F & Annexure-G** under **Section-F**.
 - a. If any Fatal Accident / Violation of any safety law(s) / Rule(s) is / are found during the preceding Three (3) years, Bid of that party will be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage.
 - b. If any of the details submitted in the prescribed Annexure / Form to the Bid is/are found to be false, incorrect at any time in future, then the Contract awarded to that Bidder / Contractor shall be liable to be terminated forthwith without any notice / correspondence and Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder

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

- c. The Bidder should have NABL accreditail lab and should submit copy of NABL accredential certificate for their lab.

The Bidder shall submit all the evidences, documents, attested copies of work orders & work completion certificates etc... as a proof with EMD & Tender Fee and also provide the requisite details online for meeting the prequalification requirements. GIPCL will verify the experience, performance, capability & strength of Bidders, independently for executing the job. GIPCL may visit the site & consult the owner of the industry/property where similar job is executed by Bidder.

GIPCL reserves the right to accept/split/cancel/reject any/all Bids without assigning any reason thereof. The tenders of qualified Bidder/Bidders shall only be considered for further evaluation.

6. PRE-BID SITE VISIT

Interested parties may carry out site visit to understand nature of work & site conditions. Site visit may be carried out during any of the dates specified in above NIT with prior written approval of GIPCL.

7. LANGUAGE OF BID

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

8. EARNEST MONEY DEPOSIT (EMD) AND TENDER FEE

- 8.1 An EMD of Rs. 53,000/- (Rupees Fifty Three Thousand only) and Nonrefundable Tender fee Rs. 3,000/- (Three Thousand only) shall accompany with Bid. The EMD & Tender fee shall be in the form of a crossed bank Demand Draft in favor of Gujarat Industries Power Co. Ltd. as per following details:

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

- 8.2 The EMD, in alternative, may be submitted in the form of irrevocable Bank Guarantee in favor of Gujarat Industries Power Company Limited from any Nationalized Bank including Public Sector bank-IDBI Ltd or AXIS Bank, HDFC Bank, ICICI Bank or Kotak Mahindra bank, Yes Bank, Ratnakar Bank, IndusInd Bank, Karur Vysya Bank, DCB Bank, ING Vyasya Bank or The Kalupur Commercial Co-operative Bank Ltd, Rajkot Nagrik Sahakari

Bank Ltd, The Ahmedabad Mercantile Co-operative bank Ltd, The Mehsana Urban Co-operative Bank Ltd, Nutan Nagrik Sahakari Bank Ltd as per Performa of BG enclosed with this e-tender under Section-F.

- 8.3 In case EMD is paid in the form of BG, the same shall be valid for a period of 180 days after the due date for submission of the bid
- 8.4 The EMD of the successful bidder will be returned after payment of Security Deposit by successful bidder.
- 8.5 The earnest money deposit paid in the form of demand draft will be refunded to the unsuccessful BIDDER as soon as the tender is finalized.
- 8.6 Any bid not accompanied with EMD and Tender fee will be rejected. Tender fees and EMD should be submitted in physical form directly to GIPCL as per Clause 8.9.
- 8.7 No interest shall be payable on EMD.
- 8.8 The EMD will be forfeited if the BIDDER (i) withdraws his tender after acceptance or (ii) withdraws his tender before the validity date of the tender.

8.9 **SCHEDULE OF EMD & TENDER FEES**

EMD & Tender fee and other documents to be submitted in physical form within three working days after due date of closing of the tender	Address for Submission: General Manager (SLPP) GUJARAT INDUSTRIES POWER CO. LTD., (Surat Lignite Power Plant) Village: Nani Naroli, Taluka: Mangrol, District: Surat. PIN: 394 110, Gujarat. Phone : 02629-261063 (10 lines) Fax : (02629) 261073 / 261074
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9. **SUBMISSION OF BIDS**

A: MODE OF SUBMISSION

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

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

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

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

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

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

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

1. The tender documents duly signed in all pages without price bid along with techno-commercial deviations, if any.
2. Proof of experience meeting the minimum eligibility criteria
3. Performance certificate issued by clients.
4. Previous work order copies.
5. Details of present work order (if any)
6. Turn over for the last three years, audited annual accounts/financial statements i.e. profit and loss account and balance sheet duly certified by a practicing CA will be required.
7. P.F. Number and Allotment Letter.
8. PAN Number.
9. GST registration number/certificate copy.
10. Bidder should submit copy of NABL accredential certificate for their lab.
11. E-Reverse Auction User ID

(b) Price Bid:

1. Bidder shall quote the rate of all individual items of price schedule of each packages on-line before the stipulated time and date. The Schedules provided in these bidding documents (Section-D) shall be used without exception. The price shall be inclusive of all materials, Taxes & duties including GST, cost of labour charges with their wages and for supervisors along with corresponding statutory liabilities, material cost, tools-tackles & equipments, consumables, supervision cost, other misc. allowances as declared by GIPCL, charges of safety PPEs, all leads & lifts, transportation, loading, unloading, overheads, profit, etc.
2. Online quoted rate/price by bidder shall include applicable GST. Total amount derived by considering bidder's online quoted rate on Price Schedule of each packages should include applicable GST as per prevailing rates as declared by Central/State Government. Any statutory changes in taxes & duties will be to GIPCL's account. In case of any reduction and/or removal of taxes, the same shall be passed on to GIPCL
3. Bidder shall have to quote the rates against each item of online Price Bid for all packages."
4. The quantities shown in the price Bid are approximate for the contract period and may vary as per job requirement.
5. The Bidder shall fill the Bid documents with utmost care in consonance with the instructions contained in the Bid documents.
6. In case Company opts for e-Reverse Auction, lowest 50% out of total eligible Bidders (rounded to the next higher whole number) or Minimum three (03) eligible bidders, whichever is higher, shall be invited for participation in e-Reverse Auction.
7. Decremental value and duration for the e-Reverse Auction shall be informed to the qualified bidders before start of e-Reverse Auction. The overall L1 price shall be put up for starting e-Reverse Auction as base price. e-Reverse auction shall be for reducing the base price in decrement of value as decided before start of e-Reverse Auction.
8. Prorata reduction in the quoted price of all items after price discovery through e-reverse auction.

B: METHOD OF TENDERING/SIGNATURE ON BIDS

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

10. MODIFICATION AND WITHDRAWAL OF BIDS

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

11. POLICY FOR BIDS UNDER CONSIDERATION

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

12. EFFECT AND VALIDITY OF THE BID

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

13. OPENING OF BIDS

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

13.2 Preliminary Examination:

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

13.2.2 Arithmetical errors will be rectified on the following basis:

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

14. EVALUATION & COMPARISON OF BIDS

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

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

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

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

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

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

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

- (a) Which affects in any substantial way the scope, quality or performance of the contract, or
- (b) Which limits in any substantial way and in a manner inconsistent with the Bid documents, GIPCL's right or the Bidder's obligations, under the contract, or

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

15. RIGHT OF REJECTION OF TENDERS

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

16. AWARD OF CONTRACT

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

17. CONTRACT PERIOD

- 17.1 The contract will be for a period of 02 years from the date of actual commencement of operation of the contract as stated in the Special Conditions of Contract ('Contract Period').
- 17.2 GIPCL reserve the right to short close the contract any time by giving one month notice period without assigning any reason.
- 17.3 GIPCL reserves the right to extend the Contract Period up to 3 months on the same rates, terms and conditions without any price escalation and entering into any new contract.
- 17.4 The said Contract Period can be extended if mutually agreed upon by both the parties up to one year and in such a case a revised work order shall be issued at the same rates, terms & condition or at negotiated rates acceptable by both parties i.e. the Company & the Contractor.

18. CONTRACT SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE

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

in these documents and specifications. Contract security deposit shall be submitted strictly within twenty one days from the date of Lol or work order, whichever is earlier. The guarantee shall be valid up to retention period of three months from the contract completion date. The Guarantee amount shall be payable to the Company in Bidder's home currency without any condition whatsoever.

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

18. 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.

20. 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 colony 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 and security check for all the workmen/labor engaged at the GIPCL site is done and necessary documents regarding the same shall be submitted to the GIPCL's authorized representative/officer-in-charge. Any default in complying with the same or any misrepresentation regarding compliance of the same shall compel GIPCL to initiate appropriate civil or criminal proceedings regarding the same.
- (v) The Contractor shall also comply with the safety requirements and provide his workmen/labor with safety equipment like safety helmets, dust masks, gum shoes/safety shoes, uniform and other necessary PPEs for properly undertaking the operations involved under this contract. Following are also to be issued:
 - a) Safety shoes (standard approved ISI make)
 - b) Safety helmet (standard approved ISI make in yellow colour only)
 - c) Safety Goggles / face shield (as required)
 - d) Ear plug / Ear muff (as required)
 - e) Hand gloves like electrical hand gloves / cotton hand gloves / Chemical hand gloves.
- (vi) Contractor shall nominate /authorize senior experienced person in writing as Site-In-Charge to co-ordinate with concern GIPCL engineers and who shall bear overall responsibility for performance of the contract. Such person shall remain always available at site. Contractor has to submit the authority letter and documentary proof for the same.
- (vii) The Contractor shall appoint supervisors 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 concern 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 04 hours as directed by GIPCL. If the contractor fails to mobilize sufficient manpower to complete the job in time, GIPCL will execute the job through other agency at the risk and cost of the contractor with 15% supervision charges & the same will be recovered from the Contractor's bill.
- (x) During working in high risk area, 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.

B: TOOLS & TACKLES:

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

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

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

21. 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 khmistry@gipcl.com, slppcivil@gipcl.com as indicated in the 'Invitation to Bids'. The GIPCL's response (including an explanation of the query) will be sent in writing or by E-mail to all prospective Bidders who have received the Bidding Documents.

22. 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'.

23. UNDERSTANDING AND CLARIFICATION ON DOCUMENTS AND SPECIFICATION

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

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

24. PAYMENTS

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

25. 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 provisional, and are given to provide a common basis for bidding. The basis of payment will be actual quantities of work executed, as measured by the Contractor and verified by the GIPCL and valued at the rates and prices tendered in the priced Schedule, where applicable, and otherwise at such rates and prices as the GIPCL may fix within the terms of contract.
- c. The rates and prices tendered in the priced schedule of rates shall, except insofar as it is otherwise provided under the Contract include all Equipment, labour, supervision, materials, erection, maintenance, insurance, profit, taxes and duties (including GST), together with all general risks, liabilities and obligations set out or implied in the contract.
- d. A rate or price shall be entered against each item in the priced schedule of rates, whether quantities are stated or not. The cost of items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Schedule of rates.
- e. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced schedule of rates, and where no items are provided the cost shall be deemed to be distributed among the rates and prices entered for the related items of works.
- f. The method of measurement of completed work for payment shall be in accordance with the method of measurement specified in the contract.
- g. No separate amount shall be payable for use of auxiliary equipment incidental to or in day to day monitoring in the course of fulfillment of contractual obligation of the supplier.

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

26. 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.

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SECTION-B

INSTRUCTIONS TO BIDDERS FOR ONLINE TENDERING

- 1 Tender documents are available only in electronic format which Bidders can download free of cost from the web site: <https://www.nprocure.com> and <https://gipcl.nprocure.com> up to date & time mentioned in NIT.
- 2 All bids (technical and price bid) should be submitted online through the website <https://gipcl.nprocure.com> or <https://www.nprocure.com> only. No physical submission of price and technical bid will be entertained as it should be furnished on-line only. Also no fax, e-mail, letters will be entertained for the same.
- 3 Following should be submitted 'off-line' in sealed covers separately at Village Nani Naroli, Taluka Mangrol, Dist.Surat-394 110, Gujarat up to the period specified in NIT
[1] E.M.D. & Tender fee [2] Supporting Documents for Technical Bid.
- 4 Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n)code solutions- a division of GNFC Limited, who are licensed Certifying Authority by Government of India at address mentioned below at clause 5.
- 5 All bids should be digitally signed. The bidders are required to contact at the below mentioned address for detailed training on on-line tendering.
(n) Code Solutions - A division of GNFC Ltd.
402, GNFC Info tower, Bodakdev,
Ahmedabad – 380 054 (India)
Tel: +91 26857316 / 17 / 18
Fax: +91 79 26857321
E-mail: nprocure@gnvfc.net
www.nprocure.com
Toll Free: 1800-233-1010(Ext. 501,512,517)
- 6 Kindly note that, valid Digital Signature Certificates is must for all the interested bidders. Online tendering process is not possible without valid digital signature certificate.
- 7 Interested bidders are also requested to complete their procedure for taking digital signature certificate in respect of filling of application form, supporting documents with necessary fees at least 3 days before last date of tender submission.
- 8 (n)code solutions reserves the rights to issue digital signature certificate after verification of application forms / supporting documents submitted by bidder.
(n)code solutions is fully authorized to issue digital signature certificate to bidders.
- 9 All the bidders who have no facility to participate in on-line tenders are requested to contact (n)code solutions for the same.
- 10 Free vendor training camp will be organized every Saturday between 4.00 to 5.00P.M. at (n) code solutions-A Division of GNFC Ltd., Bidders are requested to take benefit of the same (Advance Confirmation to (n) code is requested).
- 11 All the correspondence in respect of training, support or digital signature certificate should be addressed to (n)code solutions directly on the above mentioned address.

SECTION-C

GENERAL CONDITIONS OF CONTRACT

1. CONTRACT SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE

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

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

2. RECOVERY CLAUSE

- (i) In case of any damage of equipment/machinery due to negligence of contractor or any other reasons attributed to contractor the decision of Engineer-In-Charge regarding the amount of recovery shall be final and binding subject to a maximum of 10% of contract value. Recovery will be affected from the monthly bills and/or retention money/security deposit.
- (ii) If the contractor fails to execute the work as per directions of Engineer (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 15% additional overhead charges of GIPCL.

3. ASSIGNMENT AND SUBLETTING OF THE CONTRACT

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

4. DEDUCTIONS FROM CONTRACT PRICE

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

5. TERMINATION OF CONTRACT BY GIPCL

Contractor shall be responsible to complete the jobs within agreed time schedule. Contractor shall mobilize required resources within 04 hrs to meet the emergency requirements and in case contractor fails to complete the emergency jobs related to colony area, GIPCL will engage third party and will recover expenses from contractor's R.A. bills, Security Deposit and / or whatsoever for expenses incurred to complete the job along with additional 15% overhead charges.

In case if contractor's services are not found satisfactory with respect to timely mobilization to meet emergency requirements, 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 without assigning any reason and will make the alternate arrangement at the risk & cost of contractor.

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

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

6. FAILURE & TERMINATION

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

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

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 rights to terminate the contract at any time by giving 15 days

advance notice without assigning any reason and will make the alternate arrangement at cost and risk of the Contractor.

7. SETTLEMENT OF DISPUTES

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

8. INTERPRETATION OF CLAUSE

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

9. EMPLOYEE'S COMPENSATION INSURANCE

Contractor shall take all risk Insurance Policy to cover all his workmen/employees, staff applicable 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. 24 herein under.

10. STATUTORY REQUIREMENTS

a. COMPLIANCE OF LABOUR LAWS

1. The contractor shall at his own cost comply with the provision of labor laws, rules, orders and notifications whether central or state or local as applicable to him or to this contract from time to time. These Acts/Rules include without limitation of the followings.
2. Contractor shall be solely responsible and shall fully comply with all the provisions of all the labor laws applicable such as the Minimum Wages Act, 1948, Contract Labor (Regulation & Abolition) Act 1970, Factories Act, 1948, Payment of Bonus Act 1965, Employees Provident Fund and Miscellaneous Provision Act 1952,

Industrial Dispute Act 1947, Workmen Compensation Act 1923, Payment of Gratuity 1972, Interstate Migrant Workmen Act 1979, Equal Remuneration Act with Rules, Order and Notifications issued/made there under from time to time.

3. All other Acts, Rules/Bye-Laws, Orders, Notifications etc. present of future applicable to the contractor from time to time for performing the contract job.

- 3.1 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.
- 3.2 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 Colony/SLPP site and furnish the same failing which GIPCL may terminate the contract at its sole discretion.
- 3.3. 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 Colony/SLPP Site to the P.F office concerned every month failing which GIPCL will recover from the outstanding payment to the contractor from GIPCL.PF code of Gujarat region should be taken.
- 3.4. 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.
- 3.5 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.
- 3.6 The Contractor shall not pay less than the Minimum Wages notified by the Government from time to time to his employees of corresponding categories.
- 3.7. 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.
- 3.8 The contractor shall take Workmen Compensation Insurance Policy for all his employees working at Colony/SLPP. The contractor shall indemnify the company against any liability due to any work injury or accident to any of its employees.
- 3.9 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.
- 3.10 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.
- 3.11 The Contractor shall not engage / employ persons below the age of 18 years. Employment of women shall be strictly according to applicable laws.
- 3.12 GIPCL will have right to deduct and disburse the claims of the individual / parties being a principal employer on any account whatsoever in relation to

their employment with the contractor. The Security deposit will be released to the contractor at the end of the contractual tenure subject to an undertaking by the contractor that in the event any of his workmen or the heirs of workmen puts up a claim for recovery of money due to him from the contractor before the appropriate authority under the I.D.Act 1947 or under any other labor laws or for compensation under the Workmen's Compensation Act, 1923 and the appropriate authority has given a direction for making payment the contractor will meet the same or indemnify GIPCL if in the event GIPCL pays it as Principal Employer.

- 3.13 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.
 - 3.14 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.
 - 3.15 The contractor shall conduct pre-induction and periodic medical checkup of his workmen as per applicable laws.
4. 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.
 5. 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.
 6. Contractor shall have to insure his workmen /supervisors etc. under Group Insurance scheme.
 7. The Contractor shall be responsible for compliance of all statutory rules, regulation, act enforced from time framed by the government such as Factory Act, Employee Compensation Act, payment of 'Wages Act', Minimum Wages Act', Provident Fund Act, All Labor Laws Act in respect of employees engaged by him for the work and shall have to maintain necessary records. In case any amount becomes due to be payable by him to his employees or to the Government under the above rules, regulation, Acts, GIPCL reserves the right to recover the same from the running bill of the contract.
 8. Documentary evidence of deposit of PF paid shall have to be produced by the contractor along with the next bill.
 9. Records as per the provisions of various statutory Acts will have to be maintained by the contractor and submitted as and when required.
 10. 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.
- 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.

b. LEGAL ASPECTS

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

11. PAYMENT OF WAGES

Contractor has to make payment on or before 7th of every month through bank. 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 and all applicable 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.

12. ACCIDENT TO WORKMEN

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

13. LIGHTING

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

14. NIGHT/SUNDAY/HOLIDAY SHIFT

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

15. SAFETY ASPECT

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

When contractor moves his lifting tools and tackles to the colony 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 colony area. Material inward gate pass will be made only after certification from Safety Deptt. Security Deptt. will inform to Safety Deptt., as & when such tools and tackles brought at the gate for making entry in the maintenance site.

The contractor has to submit the list of required safety gears along with safety equipments available with him to safety Deptt. Safety Deptt will check for quantity and quality of the safety gears and then allowed permission of work. Poor quality material will not be allowed to take inside the Colony/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 Colony/Plant for the work.

16. GENERAL SAFETY CLAUSES

1. The Contractor shall observe and comply, with regard to his workmen working at the GIPCL colony/SLPP site, the safety norms as per the safety operating standards.
2. The Contractor shall ensure that his workmen are informed and trained regarding the safety standards to be adopted while operating within the SLPP Plant, Colony & Mines premises and the Contractor shall brief them regarding the same and use of the Personal Protective Equipment ('PPE').
3. The Contractor shall issue safety shoes and safety helmet of IS standard to all his workmen immediately on execution of the work and the contractor shall ensure that his workmen wears the protective equipments at all times during the work operation. Brand name for safety shoe & safety helmet shall be suggested by safety representative of SLPP site.
4. Other safety gears like ear plug, dust mask, hand gloves, safety goggles, gum boots, full body safety uniform and belts, safety net etc. shall be issued and used as per the job requirements. Safety helmet shall be of YELLOW COLOUR ONLY. Contractor will procure safety shoes & safety helmet from a reputed company with at least 12 months' guarantee and shall produce the guarantee certificate and IS standard certificate to the safety department. Contractor should purchase safety shoes of reputed brands. Safety shoes will be issued every year. IS certificate and guarantee certificate must be obtained from the vendor and submitted to the Safety department. Safety shoes should be heat, water, oil and chemical resistant, having an anti-slippery sole of 15298- 2002 make.
5. It is the duty of contractor to ensure that his workmen are wearing required PPEs as per work requirement. Contractor should ensure that their workers are wearing Safety helmet, safety shoes, dust mask, goggles, ear plug etc. at all times when they

- are at work throughout the contract period. The contractor has to maintain the PPE issue registers with signature of workmen.
6. Contractor will reissue these PPEs in case of damage or misplacement of the same. Replacement shall be made immediately.
 7. The contractor shall be responsible for providing first aid or emergency medical help and treatment to his workmen in the event of any accident or injury.
 8. If it is observed that contractor is not issuing required PPEs timely and that of required quality, GIPCL will issue the required PPEs to contract workers and back charge the same with 25% overhead charges of GIPCL.
 9. All lifting tools and tackles shall be duly certified by competent person in conformity with the statutory requirements and certificate in form no. 10 as per rule 60 of Gujarat Factories Rules, 1963 and section 29 of the Factories Act, 1948 shall be submitted every year before using such tools and tackles. In case of purchase of new lifting tools and tackles, form no. 10 as per the said rules shall be submitted before they are taken into use. All lifting tools and tackles shall be of reputed make having International manufacturing standard and shall be maintained in proper and workable condition.
 10. The Contractor is solely responsible for any safety measures during work. He has to ensure that all the workmen working at colony site are equipped with essential PPE's and proper safety arrangement is made at the Colony/SLPP site.
 11. After mobilization of any tools & tackles to site, which includes chain pulley blocks, D-shackles, wire ropes, winch machines, Mobile crane, Hydra etc. shall be offered for inspection with all above statutory test certificate before using at site for any work. They should use all tools and tackles only after certification by GIPCL representative/safety officer.
 12. When working at height, working on ceiling or roof covered with fragile materials, full body harness safety belt, ladders and crawling boards shall be used to prevent accident. Further, during working on height, contractor should arrange proper scaffolding of still pipes, safety net, full body safety belt, fall arrestor system etc. Advice and instructions of engineer in charge/ safety in charge shall be strictly complied with in this regard. All necessary safety precautions shall be taken by the contractor to prevent accident and personnel injuries while working on height.
 13. Flash back arrestors made of reputed manufacturer shall be provided on cutting torch, on DA cylinders and on O2 cylinder. Cylinder caps also required for handling the cylinders at the work at height area. Gas cylinders shall be transferred through gas cylinder trolley only with cylinder cap and stored up right (vertical) position only. All gas cylinders shall be hydro tested / certified as per gas cylinder rules 2004. Gas cylinders shall be stored, handled as per gas cylinder rules 2004.
 14. All vehicles shall be operated by licensed drivers only. All vehicles' PUC to be tested as per Government approved RTO guidelines. All Vehicles must be parked in Parking space designated by GIPCL. If any vehicle is found inside the plant premises other than the parking area such vehicles shall be handed over to Security dept. and their entry shall be cancelled for movement inside the plant premises with immediate effect.
 15. All electrical equipment shall be in good condition and free from any defect. Electrical tools & equipments i.e. welding machine, grinding and drill machine etc. may be checked by the electrical engineer of the contractors regularly, every six month at least and report to be submitted to concerned HOD and safety depts.
 16. During hot work, contractor will use fire curtains like asbestos sheets or fire blankets to prevent falling and spreading of sparks and hot material on and around the work area. Contractor will procure and use such items. ELCB / RCCB shall be provided with rating of 9-30 milli 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 Colony/SLPP site.

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

Category	Classification	Examples / Cases	Penalty
A	PPEs Related	Working without helmet, shoes, safety belt, gloves etc.	Rs. 100 /- per instant.
B	WI Related	Failure to adhere to HSE guidelines/plans, careless attitude in material handling, Machine being used with damaged machine guard, unsafe electrical work - workout plug top/improper electrical joints/cables lying on ground, electrical equipment working without proper earthing, machine being used without machine guard, Welding machine without ELCB / RCCB of proper rating, Gas cylinder without test certificate, Cylinder cap, NRV / Flash back arrester, Cylinder trolley etc.	<ul style="list-style-type: none"> Rs. 500 /- per instant. After three incidence, Per incidence Rs. 2500/- Continuous unsafe acts will disqualify the contractor from further participation in tender of GIPCL-SLPP.
		Unsafe working practices at height more than 3 meters	
		Working without permit or	

		non-compliance with permit conditions like hot work, height work etc. as applicable, lifting tools and tackles being used without third party inspection certificates in form no. 9/10 as per Factory Act – 1948 etc..	
C	Unsafe Practices	Breach of safe practices by a particular person repeatedly for three times.	<p>Suspend the entry gate pass for one week.</p> <p><input type="checkbox"/> After two suspensions his gate pass will be cancelled.</p>

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

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

17. REJECTION OF WORK

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

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

18. GENERAL TERMS AND CONDITIONS

- a. All tools & tackles, labours, equipments, vehicles, etc... to execute the contract are in the scope of the contractor. The contractor should ensure that tools & equipments are in healthy condition.

- b. The decision of the Engineer-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 concern GIPCL engineer and shall bear overall responsibility of contract including joint measurement, billing, safety of workers etc. Such person shall function from site office of contractor at GIPCL Colony.
- e. 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.
- f. The contractor has to do the job timely. GIPCL shall not compromise in delay. In case of delay of work without any valid reason, the GIPCL reserves the rights to carry out the work by deploying other agencies at the risk & cost of contractor with additional 15% overhead charges.
- g. 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 15% overhead charges.
- h. 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.
- i. The prices / item rates quoted shall remain firm till completion of the contract and any agreed extensions thereafter and shall not be subject to any escalation, 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.
- j. Contractor must fulfill all the safety regulations and to take safety measures to avoid hazards. Contractor shall arrange all standard adequate healthy safety PPEs like but not limited to approved quality safety shoes & safety helmets, standard dust masks, safety goggles, etc... as required and shall use exclusively under this contract for all the time during working at specified locations, failing which, the Engineer-in-charge may hold the work and will take necessary action including penalty as decided. If the contractor repeatedly violates safety rules/regulations (more than three successive incidents), Engineer-in-charge may take necessary action against the contractor, including appropriate financial penalty (Maximum of Rs. 1,000/- per incident per man-day and as per above clause no. 16) and/or termination of contract.
- k. One or more jobs may be required to be done simultaneously and contractor shall mobilize additional resources accordingly.
- l. Timely completion of all jobs and works shall be the essence of this Contract. Contractor should closely monitor each activities and complete the jobs as per the time given by and under the supervision of the Engineer-In-charge and shall ensure that sufficient manpower is deployed for the same.
- m. The contractor has to complete the works as per the planning schedule and their respective supervisor has to interact with Engineer-In-Charge for PTW (Permit to work), work instruction, Return of permit etc.
- n. The contractor has to submit daily reports showing work carried out with details of available manpower, tractors etc.

- o. Any job other than the listed jobs in work order shall be executed by the contractor on instruction from GIPCL and payment shall be made to the contractor on respective item rate only.
- p. 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.
- q. 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.
- r. GIPCL is an ISO 9001, ISO 14001, OHSAS 18001 & ISO 50001:2011 (EnMS) certified company, and GIPCL gives extreme importance to maintain these global standards. Contractor shall be required to observe these standards while working with GIPCL. Contractor should ensure that his workmen/labour work in accordance with them.

19. CONTRACTOR'S SUPERVISION

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

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

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

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

21. FACILITIES TO BE PROVIDED BY GIPCL

- A.** The Company shall provide the following facilities to the Contractor at the site:
- Electricity & water at nearest available one point. Further distribution to be done by contractor at their cost.
 - Quarter(s) for supervisor/ engineers on chargeable basis in GIPCL's colony at discretion of GIPCL if available.
 - Workshop facility as available at site only on chargeable basis. 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.
 - First aid facilities as available on chargeable basis.

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

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

22. WORK MEASUREMENT/CERTIFICATION

- 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 colony of thermal power plant. The contractor shall therefore be required to engage qualified/ experienced personnel to undertake the work as per specifications and requirement.
- Contractor should maintain one computer with printer for keeping daily records and maintain the data.
- 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.
- Inspection of work will be done by Engineer-in-Charge or his authorised representative. If the work is not found satisfactory Engineer-in-charge reserves the right to take suitable action and shall be binding to the contractor.

23. PUBLIC HOLIDAYS

The Contractor shall be responsible for giving benefit to all his employees, employed in whatsoever capacity, 09 Public/Paid holidays and the same shall be

notified in advance and due communication thereof shall be made to the Management.

24. BENEFIT PAYABLE IN CASE OF ACCIDENT OUTSIDE PREMISES OR NOT DURING THE THE COURSE OF EMPLOYMENT: (OFF DUTY COVERAGE)

The contractor shall provide off-duty insurance coverage (Medical + Death Benefit) sum of Rs. one Lac (Nagrik Suraksha Policy or Equallent) to all its workmen deployed at GIPCL-SLPP Colony site for the accident taking place outside the Company premises anywhere in any capacity and in whatsoever may be the manner. Premium amount would be around Rs. 95/- plus GST per person per year.

25. 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.

26. 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.

27. 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.

28. Benefit Payable in Case of Accident Occurring Outside Premises or Beyond the course of Employment.

The Contractor shall provide an insurance coverage (Medical + Death Benefit) for sum of Rs. 01/- Lakh to all his workmen/labour deployed at GIPCL Colony site for the accident taking place anywhere outside the Company premises or at any place when the workman is not in course of his employment

29. **Uniform:** The contractor shall issue three pairs of stitched uniform to contract workmen (Pant-Shirt for men and Sari-Blouse to women workers). However brand of fabric will be **MAFATLAL**. The color of the uniform shall be as indicated by GIPCL. The uniform should be issued to workmen within one month from the date of commencement of the Contract, otherwise penalty will be imposed
30. **Adhoc Allowance:** Considering the inflation and financial conditions prevailing in the market, to compensate the contractor towards the benefits of adhoc allowance. Contractor shall pay additional adhoc allowances to the specified workmen per month.
31. **Legal matters pending before the Court:** 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.
32. **Annual Health Check-up:** As per Statutory requirement Contractor has to inform workmen deployed at Site for Annual health check-up as per schedule prepared by HR&A Dept .
- 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 the applicable law as per applicable rates.
 - The Contractor shall not engage workmen below the age of 18 years. Employment of women shall be strictly according to applicable laws.
 - The contractor shall conduct pre-employment medical check-up and periodic medical check-up of his workmen employed by him as per applicable laws.
 - 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.
33. 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

The scope of work covered in general comprises of "Monitoring & Maintenance services for sewage treatment & Recycling plant at colony (Package I) & Monitoring services for PT, ETP & run off system at DM Plant (Package II), Environmental monitoring & Ambient air monitoring at PLANT(package-III),Valia & Mangrol Lignite Mines (Package IV) & Vastan Lignite Mine (Including Lime stone Pit) (Package V)" as detailed under:-

For Package I : COLONY (Monitoring & Maintenance services for Sewage Treatment and Recycling Plant at colony)

- a. Routine Monitoring of sewage treatment plant with deploying 01 skilled person having Mechanical and Electrical background / experience and 02 unskilled persons on monthly basis for operating the plant.
- b. Unit Monitoring shall include of raw sewage pumps, aeration tank with surface aerator, clarifier with mechanism and sludge pumps, carbon and pressure filters with treated effluent pumps and chlorination with hypochlorite solution and submission of daily report thereof.
- c. Contractor shall carry out testing of samples twice in a month for COD and BOD and submission of reports thereof.
- d. Supply of all spares like bearings pump parts (mechanical parts), nuts and bolts etc and consumable incl. kerosene, **HYPOCHLORITE solution etc shall be** in the contractor scope of work. All required tools, tackles, jutes and other misc things required for maintenance work shall be arranged by contractor. **Contractor shall also supply Hypochlorite solution required for daily chlorination and you will keep enough stock of this material at site. Minimum 10 Litre/day Hypo requires. For better chlorination require quantity of GUD,UREA & DAP also provided by contractors .**
- e. Contractor will also monitor the distribution of recycled water to the connected houses by operating respective valves and checking the flows to houses engaging one person for the same. Contractor will also monitor leakages etc... To recycling pipes and attend the same immediately as covered in the scope as per schedule of price enclosed herewith.
- f. Contractor shall carry out repairing of breakdown equipments immediately. **For repairing of equipments transportation shall be arrange by GIPCL free of cost. For lifting of pump hydra also arrange by GIPCL Free of cost.**

For Package II : PLANT (Monitoring services for PT, ETP & Run Off System at DM Plant in Plant premises)

- a. Routine Monitoring of water treatment plant, effluent treatment plant, runoff clarifier and water recovery pit pump with deploying eight person (one site in-charge + 03 operators + 04 helpers) having chemical background with/ experience of ETP on monthly basis for operating the plant..
- b. The scope of work for Monitoring shall include of two water treatment clarifier and related all auxiliaries, Effluent treatment plant and related all auxiliaries, all recovery pits and pumps, two numbers of thickeners, three numbers of centrifuge and related axillaries, Run off pond clarifier and related auxiliaries

and preparation of all process related chemicals as well as shifting of process related chemicals from chemical house to dosing tank..

- c. Contractor shall carry out testing of samples on hourly basis for ETP and runoff clarifier at GIPCL lab and recorded at site.
- d. Contractor have to do the liasoning with GPCB, Surat and Gandhinagar for getting/applying consent/renewal of consent {Air, Water, Hazardous (soil) waste etc.} from time to time for operating the plant including application in standard format of GPCB at Surat and Gandhinagar for getting the same. Contractor shall have to remain present during the visit of any authority from GPCB, CPCB & MOEF for joint sampling and clarification if required.
- e. The following tests / reports are required to be submitted every 15 days for the treated water:- (I) BOD (ii) COD (iii) Ph value (IV) Suspended solids (v) Oil & Grease.

For Package III : PLANT (Environmental Monitoring and Ambient air monitoring for GIPCL 4x125 MW SLPP)

The details scope of work is enclosed herewith as under:-

Annexure-I : 4 x 125 MW Surat Lignite Power Plants at Tal.Mangrol , Dist.Surat.

Liaison : Monitoring agency has to do the liaisoning with GPCB, Surat and Gandhinagar for getting / applying consent / renewal of consent [Air, Water, Hazardous (soil) waste etc...] from time to time for operating the plant, including application in standard format of GPCB for consent / renewal consent order and follow-up with GPCB at Surat and Gandhinagar for getting the same.

Also, the consultant shall prepared application in the standard format of GPCB Support & guidelines regarding the XGN as per the requirement of GPCB from time to time.

Moreover the consultant shall guide and fill up all the format required to be submitted to GPCB/CPCB as per CC&A and guideline of GPCB/CPCB published from time to time.

Monitoring Agency representative has to remain present during the visit of any authority from GPCB, CPCB & MoEF for joint sampling and clarification if required.

A. Stack Monitoring

(i). Boiler stack

Number of stacks : 4 Nos.
 Height of stacks : 122 mtr.
 Frequency : Once in a month
 Parameter to be monitored : As per Consolidated Consent & Authorization
 Fuel : Lignite

(ii). Process stack

Location	No. of stack	Height of stack
→ DE SE STACK/DS/System of screen house A& B.	02 01	25.70 Mtr. 30 Mtr.
→ DE/DS System of Limestone Crusher house.	04	34 Mtr.
→ Limestone Milling Plant		

Frequency : Once in a month
 Parameter to be monitored : PM

(iii). DG SET STACK

Number of stacks : 4 Nos.
 Height of stacks : 10.0 mtr.
 Frequency : As & When required
 Parameter to be monitored : As per Consolidated Consent & Authorization
 Fuel : Diesel

B. Ambient Air Monitoring

Number of station : 9 Nos.
 Location : 3 Nos. of samples 100 mtr. away from the source at 120°.
 3 Nos. of samples at 1 km away from the stacks at 120°.
 3 Nos. of samples from the surrounding villages depending upon wind direction.
 Parameter to be monitored : As per Consolidated Consent & Authorization
 Duration : 24 Hours.
 Frequency : Once in a month.

Note :- The no. of station and location of monitoring station may be change as per guidelines of GPCB/CPCB and MoEF. Monitoring agency should carry out the monitoring of addition station at the same rate, terms and condition. Temp., Wind direction and wind speed should be measured and recorded in all Ambient air locations and should be mentioned in the analysis report.

C. Weather Monitoring Data

Location : Suitable location in Power Plant.
 Frequency : Once in a month for 24 hours.
 Parameter to be monitored : Humidity, wind speed, wind direction and temperature.

The monitoring of all weather monitoring parameter should be carried out with automatic weather station equipment. Wind data should also be displayed in wind rose diagram.

D. Noise Monitoring Data

Location : Suitable location as per GPCB requirement.
 Frequency : Once in a month for 24 Hours.
 Parameter to be monitored : Noise.

Number of samples : 15 Nos. within the plant premises.

E. Water Quality

a. Sampling locations

Four water sampling locations are as follows:-

W1- Cooling water Blow down

W2- Plant effluent

W3 - Bore well (Ground water sample in surrounding village)

W4- Boiler water Blowdown sample

b. Methodology

3 Ltrs. of water samples should be collected after removal of extraneous materials, in plastic cans. Parameter pH, temperature and dissolved oxygen should be measured in the field. For determination of BOD, bacteriological analysis, 250 milliliters of pre-sterilized bottles should be used and care should be taken to maintain temperature during transportation by keeping the bottles in ice boxes.

c. Frequency of monitoring

Monthly

d. Data presentation

Analytical data has to be furnished in respect of General parameters, chemical parameters. Heavy metals, Bacteriological analysis and coli form organisms. Total element to be determined and the parameters should be as follows:-

General parameter

- (i) pH
- (ii) Color (Hazen units)
- (iii) Temperature
- (iv) Total suspended solid (TSS-in mg/l)
- (v) Total dissolved solid (TDS-in g/l)
- (vi) Total volatile solid (mg/l)
- (vii) BOD (5days at 20 Deg. C)
- (viii) COD
- (ix) Oil & Grease

Chemical parameters

- (i) Chlorides (as Cl)
- (ii) Phosphate (as P)
- (iii) Sulphate (SO₄)
- (iv) Phenolic Compound
- (v) Fluorides (as F)
- (vi) Free available Chlorine
- (vii)** Total residual Chlorine (Cl)

Heavy Metals

- (i) Lead (as Pb)
- (ii) Total Copper (as Cu)
- (iii) Hexavalent chromium (as Cr)
- (iv) Total Chromium (as Cr)
- (v) Zinc (as Zn)
- (vi) Total Iron (as Fe)
- (vii) Calcium (as Ca)
- (viii) Magnesium (as Mg)
- (ix) Percent Sodium (as Na)

Bio-assay test :-

To check 90% survival of fish.

Bacteriological Analysis

Coli form organism (MPN/100 ml)

Analytical text should be presented for comparison of tested data with the standards prescribed under the water (Prevention and Control of Pollution) Act, 1991.

F. Fugitive Emission analysis

Number of station	:	6 Nos.
Location	:	1. Storage Shade (i.e. Upwind Direction) 2. Nr.JNT-1 crusher & silo (i.e Downwind Direction) . 3. PCH (i.e. Upwind Direction) 4. Between Crusher & Silo (i.e Downwind Direction) . 5. Storage Shade (i.e. Upwind Direction) 6. New PCH (i.e Downwind Direction) .
Parameter to be monitored	:	As per CPCBand MoEF guideline. (Fugitive emission in Ambient Air (SPM). Monitoring & Analysis carried out as per Instrument manual & IS 5182 part 4.
Duration	:	24 Hours.
Frequency	:	Once in a month.

Note :- The no. of station and location of monitoring station may be change as per guidelines of GPCB/CPCB and MoEF. Monitoring agency should carry out the monitoring of addition station at the same rate, terms and condition. Temp., Wind direction and wind speed should be measured and recorded in all Ambient air locations and should be mentioned in the analysis report.

Note: All parameters should be analyzed as per GPCB approved procedure.

For Package-IV (Environmental Monitoring and Ambient air monitoring for Valia & Mangrol Lignite Mines of SLPP).

DETAILS OF THE ABOVE SCOPE SHALL BE AS UNDER

(A) **Bi-Monthly MONITORING OF AMBIENT AIR QUALITY (PM10, PM2.5, SPM, SOX, NOX, CO) FOR MANGROL-VALIA LIGNITE MINES:-**

- (a) Sampling – Location of station should be fixed after determination of wind speed and wind direction through automatic weather station. **Eight locations** have been chosen for installing high volume air / Repairable samplers. These are tentative locations may be changed if feel necessary. The locations are given based on wind direction and wind speed derived from automatic weather station at the time of monitoring. If the number of station are increased or decreased in future prorata adjustment in the amount payable shall be applicable.

Valia Pit	
A1	Lignite Cutting area
A2	Dump Area
A3	Bhaga Village.
A4	Kosmadi Village.
A5	Harsani Village
A6	Dansoli Village
A7	Morambli Village
A8	Feeder Breaker Area

Seasonal variation of ambient air quality is to be measured as per Time schedule

(b) **Methodology**

Air sampling consist of collection of air sampling at selected stations, using high volume air sample for SPM and repairable dust sampler for RPM with whatman GF/A Glass fiber Filter paper. For determination of SPM & RPM this Glass Fiber Filter paper should be weighed in single pan analytical balance and computed as per standard.

Determination for SOX, NOX as per GPCB/MOEF&C guides from time to time.

Determination for Co-emission of ambient air should be done at selected locations with the help of "CO-Direct Reading Detector".

(c) **Data Presentation**

Graphic presentation of Air monitoring data for each season will have to be presented with details on text reports

(B) **MICRO METEOROLOGICAL DATA DETERMINATION FOR MANGROL-VALIA LIGNITE MINES**

(a) **Monitoring Stations**

Meteorological data monitoring station is to be established at selected locations in mining area of **Mangrol-Valia Lignite Mine** at Valia pit office and following data are to be measured.

- (i) Wind speed.
- (ii) Wind direction.
- (iii) Temperature.
- (iv) Atmospheric pressure.
- (v) Humidity.
- (vi) Rainfall.
- (vii) Dry Bulb & Wet Bulb Temp.

(b) **Frequency**

Seasonal variations of micro meteorological data are to be measured as per Time schedule.

(c) **Methodology**

Wind direction is to be observed by using Automatic weather station at hourly interval and data is to be plotted as wind roses. Maximum and Minimum humidity and temperature are to be recorded by dry bulb thermometer.

(d) **Data presentation**

Graphic presentation of seasonal variation of Temp., Humidity, Atmospheric Pressure, Rainfall and Dry Bulb & Wet Bulb Temp with analysis of these

data in relation to the impact of mining activity on meteorological conditions of surrounding environment.

(C) DUST FALL MEASUREMENT

(a) Sampling locations

Dust fall measurements are to be carried out at locations where ambient air monitoring is to be done.

Valia Pit	
A1	Lignite Cutting Area
A2	Dump Area
A3	Bhaga Village
A4	Kosmadi Village
A5	Harsani Village
A6	Dansoli Village
A7	Morambli Village
A8	Feeder Breaker Area

(b) Methodology

Air bone dust should be collected by installing standard dust filter jars and data should be measured in T/Km²/Month.

(c) Frequency

Seasonal variation of Dust fall data are to be measured as per Time schedule

(d) Data presentation

Graphic presentation of seasonal.

(D) WATER QUALITY

(a) Sampling locations for Mangrol-Valia Lignite Mines :-

Mangrol Pit			Valia Pit	
W1	W1	Charetha Shah Nallah(Down Stream)	W1	Bore well water Harsani Village (Ground Water)
W2	W2	Pond water Shah Nallah(Surface water)	W2	Bore well water Anoi Village(Ground Water)
W3	W3	Bore water Shah Nallah(Ground Water)	W3	Bore well water Kosmadi village(Ground Water)
W4	W4	Bore water Mosali Village (Ground Water)	W4	Bore water Bhaga Village (Ground Water)
W5	W5	Bore water Charetha Village (Ground Water)	W5	Bore water Dansoli Village (Ground Water)
W6	W6	Mine Water/Sump	W6	Mine water/ Sump

(b) Methodology

For surface water 3 ltrs. Of samples should be collected after removal of extraneous materials, in plastic cans. Parameter like pH, temperature and dissolved oxygen should be measured in the field. For determination of BOD, bacteriological analysis – 250 ml. Presterilized bottles should be used and care should be taken to maintain temperature during transportation by keeping the bottles in iceboxes

(c) Frequency of monitoring

Seasonal monitoring as per Time schedule.

(d) Data presentation

Analytical data has to be furnished in respect of General Parameters, chemical parameters. Heavy metals, Bacteriological analysis and coli form organisms. Total elements to be determined and the parameters should be as follows:-

General Parameter

- i. pH
- ii. Colour (Hazen units)
- iii. Total suspended solid (TSS – in mg/l)
- iv. Total dissolved Solid (TDS, in, g/l)
- v. Total volatile solids (mg/l)
- vi. BOD (5 days at 20 Deg.C)
- vii. COD
- viii. Oil & Grease

Chemical Parameters

- i. Chlorides (as Cl)
- ii. Phosphate (as P)
- iii. Sulphate (SO₄)
- iv. Phenolic Compound
- v. Fluorides (as F)
- vi. Free available Chlorine
- vii. Total residual chlorine (Cl)

Heavy Metals

- i. Lead (as pH)
- ii. Total Copper (as Cu)
- iii. Hexvalent Chromium (as Cr)
- iv. Total Chromium (as Cr)
- v. Zinc (as Zn)
- vi. Total Iron (as Fe)
- vii. Calcium (as Ca)
- viii. Magnesium (as Mg)
- ix. Percent Sodium (as Na)

Bio-assay test:-

To check 90% survival of fish

Bacteriological Analysis

Coli form organism (MPN/100 ml)

Analytical text should be presented for comparison of tested data with the standards prescribed under the water (Prevention and Control of Pollution) Act, 1991.

(E) **NOISE:**

Noise level will be monitored Bi-monthly at indicated stations and spots. Report will be submitted as tabulated formats.

Valia Pit	
A1	Mines Cutting area
A2	Over Burden Dump Area
A3	Bhaga Village
A4	Kosmadi Village
A5	Harsani Village
A6	Dansoli Village
A7	Morambli Village
A8	Feeder Breaker area

(F) **EFFLUENT STANDARD DETERMINATION**

Effluent standard determination for mine disposal will be carried out as per general standard GSR 422 (E) dated 19.05.93 and 31.12.93 for discharge of environmental pollution acts.

This will be carried out once in a year. Report and text with corrective measures will have to be submitted within specified time schedule.

All the above tests shall be conducted by adopting standard procedures and recommended equipment. Monitoring agency should furnish to us the standard and set out in respect of above environmental parameters through various notifications, circulars etc. of Central and State Governments.

Monitoring agency should also bring to our notice any deviations of above results from the limits / standards set out in various Environmental Laws and suggest remedial measures

(G) **TIME SCHEDULE:**

1. Bimonthly, Quarterly and half yearly analysis report (as per GPCB, CPCB guideline and MoEF& C schedule) shall be submitted to GIPCL within 15 days of completion of field study

Detailed time schedule for carrying out field test are as under:-

	Mangrol-Valia Lignite Mine
(A)	Bi Monthly Report
(a)	July 18 to Aug'18
(b)	Sept.'18 to Oct.'18
(c)	Nov' 18 to Dec.'18
(d)	Jan'19 to Feb.'19
(e)	March-19 to April-19
(f)	May-19 to June-19
(B)	Quarterly Ground Water level & Quality Report.
(a)	Jul'18 to Sept. 18
(b)	Oct'18 to Dec'18
(c)	Jan'19 to March'19
(d)	April'19 to Jun'19
(C)	Half Yearly Report
	Consolidated half yearly data report for the calendar year to be submitted at the end of the Dec'18 & Jun'19 for the Half Yearly Report.
(a)	July'2018 to Dec'2018
(b)	Jan'2019 to June, 2019

* Quarterly Ground water level & quality monitoring report to be submitted to CGWB New Delhi & Ahmadabad, MOEF&C New Delhi & Bhopal.

** The Piezometer reading of Ground water level for inclusion in Quarterly & Half yearly report shall be provided by GIPCL.

*** Bi-monthly, Quarterly & half yearly report after June-2019 will be in same manner up to June-2020.

For Package-V(Environmental Monitoring and Ambient air monitoring for Vastan Lignite Mine (Including Lime stone Pit).

I. SCOPE OF WORK FOR VASTAN LIGNITE MINES

- (i) Bimonthly monitoring for (SPM) PM10 and PM 2.5 (RSPM) levels in ambient air at selected stations.
- (ii) Bimonthly monitoring for SOX & NOX emission in ambient air at selected station.
- (iii) Bimonthly monitoring for CO emission in ambient air at selected stations.
- (iv) Bimonthly monitoring for micro-meteorological (seasonal) data's, as wind speed, wind direction temperature, atmospheric pressure, humidity, rainfall at VASTAN mining area.
- (v) Bimonthly data collection for dust fall measurement of core and buffer zone of VASTAN mining area at selected stations.
- (vi) Bimonthly monitoring of water quality in all the five locations in VASTAN mining area.
- (vii) Bimonthly noise monitoring in VASTAN mining area and surrounding area.
- (viii) Determination of effluent standard of mine water disposal and suggesting corrective measures with assistance in implementation.

DETAILS OF THE ABOVE SCOPE SHALL BE AS UNDER

(A) BIMONTHLY MONITORING OF AMBIENT AIR QUALITY (PM10, PM2.5, SPM, SOX, NOX, CO) FOR VASTAN LIGNITE MINES:-

(a) Sampling

Location of station should be fixed after determination of wind speed and wind direction through automatic weather station. Seven locations have been chosen for installing high volume air / Repairable samplers. The

locations are given based on wind direction and wind speed derived from automatic weather station at the time of monitoring. If the number of station are increased or decreased in future prorata adjustment in the amount payable shall be applicable.

Vastan Lignite Mines		Vastan Lime Stone Mine	
Station Code	Location	Station Code	Location
A1	Lignite Cutting area	A9	Ansodla Village / Nogama Village
A2	Overburden area	A10	Umelav Village / Dungri Village
A3	Mines haul area/mines boundary	A11	Lime stone Mines Transporting Road
A4	Vastan village	A12	Material (Lime stone) Handling Area
A5	Shah Village	A13	Any other Station as per requirement
A6	Surali Village		
A7	Tadkeshwar Village		
A8	Nani Naroli village near PHC		

(b) **Methodology**

Air sampling consist of collection of air sampling at selected stations, using high volume air sample for SPM and repairable dust sampler for RPM with whatman GF/A Glass fiber Filter paper. For determination of SPM & RPM this Glass Fiber Filter paper should be weighed in single pan analytical balance and computed as per standard.
Determination for SOX, NOX as per GPCB/MoEF guides from time to time.

Determination for Co-emission of ambient air should be done at selected locations with the help of "CO-Direct Reading Detector".

(c) **Data Presentation**

Graphic presentation of Air monitoring data for each season will have to be presented with details on text reports

(B) **MICRO METEOROLOGICAL DATA DETERMINATION FOR VASTAN LIGNITE MINES**

(a) **Monitoring Stations**

Meteorological data monitoring station is to be established at selected locations in mining area at **Vastan Mines (Vastan Mine Site Office)** and following data are to be measured.

- (viii) Wind speed.
- (ix) Wind direction.
- (x) Temperature.
- (xi) Atmospheric pressure.
- (xii) Humidity.
- (xiii) Rainfall.
- (xiv) Dry Bulb & Wet Bulb Temp.

(b) **Frequency**

Seasonal variations of micro meteorological data are to be measured as per Time schedule.

© **Methodology**

Wind direction is to be observed by using Automatic weather station at hourly interval and data is to be plotted as wind roses. Maximum and Minimum humidity and temperature are to be recorded by dry bulb thermometer.

(d) **Data presentation**

Graphic presentation of seasonal variation of Temp., Humidity, Atmospheric Pressure, Rainfall and Dry Bulb & Wet Bulb Temp with analysis of these data in relation to the impact of mining activity on meteorological conditions of surrounding environment.

(C) **DUST FALL MEASUREMENT**

(a) **Sampling locations**

Dust fall measurements are to be carried out at locations where ambient air monitoring is to be done.

(b) **Methodology**

Air borne dust should be collected by installing standard dust filter jars and data should be measured in T/Km²/Month.

© **Frequency**

Seasonal variation of Dust fall data are to be measured as per Time schedule

(d) **Data presentation**

Graphic presentation of seasonal.

(D) **WATER QUALITY**

(a) **Sampling locations for Vastan Lignite Mines :-**

Vastan Lignite Mines/Vastan Lime Stone Mine	
W1	Bore Well at Vastan Village
W2	Natural Pond at Vastan Village
W3	Bore Well at Surali Village
W4	Bore well at Dungri Village
W5	Bore well NearTadkeshwar Village/Charetha Village
W6 s	Accumulated rain water quality(Twice in a year for 8 location as decided by GIPCL officer)
W7	Ansodla Village/ Nogama Village
W8	Mosali Char Rasta
W9	Bore Well at Nani Naroli
W10 a	Any other location as per requirement

(b) **Methodology**

For surface water 3 ltrs. Of samples should be collected after removal of extraneous materials, in plastic cans. Parameter like pH, temperature and dissolved oxygen should be measured in the field. For determination of BOD, bacteriological analysis – 250 ml. Presterilized bottles should be used and care should be taken to maintain temperature during transportation by keeping the bottles in iceboxes.

(C) **Frequency of monitoring**

Seasonal monitoring as per Time schedule.

(d) **Data presentation**

Analytical data has to be furnished in respect of General Parameters, chemical parameters. Heavy metals, Bacteriological analysis and coli form organisms. Total elements to be determined and the parameters should be as follows:-

General Parameter

- ix. pH
- x. Colour (Hazen units)
- xi. Total suspended solid (TSS – in mg/l)
- xii. Total dissolved Solid (TDS, in, g/l)
- xiii. Total volatile solids (mg/l)
- xiv. BOD (5 days at 20 Deg.C)
- xv. COD
- xvi. Oil & Grease

Chemical Parameters

- viii. Chlorides (as Cl)
- ix. Phosphate (as P)
- x. Sulphate (SO₄)
- xi. Phenolic Compound
- xii. Fluorides (as F)
- xiii. Free available Chlorine
- xiv. Total residual chlorine (Cl)

Heavy Metals

- x. Lead (as pH)
- xi. Total Copper (as Cu)
- xii. Hexvalent Chromium (as Cr)
- xiii. Total Chromium (as Cr)
- xiv. Zinc (as Zn)
- xv. Total Iron (as Fe)
- xvi. Calcium (as Ca)
- xvii. Magnesium (as Mg)
- xviii. Percent Sodium (as Na)

Bio-assay test

To check 90% survival of fish

Bacteriological Analysis

Coli form organism (MPN/100 ml)

Analytical text should be presented for comparison of tested data with the standards prescribed under the water (Prevention and Control of Pollution) Act, 1991.

(E) **NOISE:**

Noise level will be monitored Bi-monthly at indicated stations and spots. Report will be submitted as tabulated formats.

Vastan Lignite Mines/ Vastan Lime Stone Mine	
N1	Lignite Cutting area
N2	Overburden cutting area
N3	Mines haul area/mines boundary
N4	Overburden Dumping area
N5	Mine Site Office
N6	Vastan village
N7	Surali Village
N8	Tadkeshwar Village
N9	Lime Stone Crusher Area
N10	Any other location as per requirement

(F) EFFLUENT STANDARD DETERMINATION

Effluent standard determination for mine disposal will be carried out as per general standard GSR 422 (E) dated 19.05.93 and 31.12.93 for discharge of environmental pollution ants.

This will be carried out once in a year. Report and text with corrective measures will have to be submitted within specified time schedule.

All the above tests shall be conducted by adopting standard procedures and recommended equipment. Monitoring agency should furnish to us the standard and set out in respect of above environmental parameters through various notifications, circulars etc. of Central and State Governments.

Monitoring agency should also bring to our notice any deviations of above results from the limits / standards set out in various Environmental Laws and suggest remedial measures.

(G) TIME SCHEDULE:

Bimonthly/Quarterly and half yearly analysis report (as per GPCB, CPCB guideline and MoEF schedule) shall be submitted to GIPCL within 15 days of completion of field study

Detailed time schedule for carrying out field test are as under:-

	Vastan Lignite Mine	Vastan Lime Stone Mine
(A)	Separate Bimonthly Report for both the mine area	
(B)	Quarterly Report	Quarterly Report
(i)	Jul' 18 to Sept. 18	Jul' 18 to Sept. 18
(ii)	Oct' 18 to Dec'18	Oct '18 to Dec'18
(iii)	Jan' 19 to March'19	Jan' 19 to March'19
(iv)	April' 19 to Jun'19	April' 19 to Jun'19
(D)	Consolidated half yearly data report for the calendar year to be submitted at the end of the Dec'18 & Jun'19 for the Half Yearly Report.	Consolidated half yearly data report for the calendar year to be submitted at the end of the Dec'18 & Jun'19 for the Half Yearly Report.
(i)	July' 2018 to Dec'1018	July'2018 to Dec'1018
(ii)	Jan' 2019 to June, 2019	Jan' 2019 to June, 2019

GENERAL

- i. The Monitoring Agency has to use their own instrument and equipment, own NABL accredential laboratory facilities and manpower to carry out the monitoring jobs.
- ii. The Monitoring Agency has to arrange their own transportation for manpower and equipment and also lodging and boarding for their manpower during monitoring work.
- iii. The Monitoring Agency has to submit latest certificate conforming that they are approved Environmental Consultant recognized by GPCB. Any change in such status or withdrawal of such recognition by GPCB shall have immediately to be brought in our notice.
- iv. The Monitoring Agency has to submit monthly/quarterly data report and annual environmental study in respect of 4 X 125 MW Surat Lignite Power Plant .

Monitoring Agency has also to submit consolidated half yearly data report for the calendar year during the month of June & December for **submitting the same to MoEF**. The half yearly and yearly report should be with graphical representation for comparing the result with GPCB limits.

The Monitoring Agency should take approval for the format of the report from engineer in-charge:

Monthly / quarterly data	:	Three copies
Half yearly data	:	Three copies
Annual / yearly data	:	Five copies

- v. Monitoring agency have to submit us instrument calibration certificate obtained from reputed Institution / Test House / ISI laboratories in respect of instruments, accessories in use of environmental study.
- vi. Monitoring Agency shall not sublet the contract to any other agency.
- vii. Monitoring Agency representative has to remain present during the visit of any authority from GPCB/CPCB and Department of Environment & Forest for joint monitoring and clarification if required.
- viii. Monitoring Agency shall not deploy any child under the age of 18 for monitoring services.
- ix. The report submitted by Monitoring Agency should be approved by GPCB/MoEF.
- x. GIPCL reserves right to split, off load in the scope of work and to terminate the contract without assigning any reason whatsoever.
- xi. The offer shall be valid for six months from the date of submission.

2. PRICE & RATES

For Package I: (Monitoring & Maintenance services for Sewage Treatment and Recycling Plant at colony.)

The price accepted shall include the **cost of** all spares like bearings pump parts (mechanical parts), nuts and bolts, **mechanical seal, bearing, oil seal** etc and all consumables including **chlorine (hypochlorite solution,UREA,DAP & GUD)** as per the recommended dose, kerosene, tools, tackles, jutes and other things required for maintenance of sewage treatment plant, labour, supervision, setting out transport, all taxes (including GST) etc. and such other costs which are not specifically mentioned, but will be incurred by the contractor for the satisfactory maintenance and other monitoring of the plant.

For Package II: (Monitoring services for PT, ETP & Run Off System at DM Plant in Plant premises)

The price accepted shall include the cost of supply of manpower as mentioned in price schedule, tools, tackles, jutes and other things required for monitoring of PRETREATMENT PLANT, EFFLUENT TREATMENT PLANT AND RUNOFF SYSTEM, labour, supervision, setting out transport, taxes(inclusive of GST), etc. and such other costs which are not specifically mentioned, but will be incurred by the contractor for the satisfactory maintenance and other monitoring of the plant.

For Package III,IV &V: (Environmental Monitoring and Ambient air monitoring)

The rates shall include liasoning fees. Price and rates quoted, shall include cost of all consumables, labor, supervision, tools and tackles, transport equipment, machinery. etc. and any such other costs as are not speclesically mentioned herein, but may be incurred by the Agency for the satisfactory and timely completion of the work.

The item rates quoted shall be inclusive of cost of all labour, supervisors, vehicles, spares & maintenance, shifting, transportation, loading, unloading, equipment, all cleaning materials, all tools & tackles, safety equipments & PPEs, Legal & Statutory requirements, Royalties, Rents, Excise duty, Sales Tax, Stamp Duties, Central or State Government or Local body or Municipal Taxes or Duties, Turn over Tax, Work Contract Tax, VAT, Octroi duty and / or any other duty / tax (including GST), levied by the Central, State Government or other Public bodies etc...and such other costs that are not specifically mentioned herein but will be incurred by the contractor for the satisfactory and timely completion of the work. The 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.

Any statutory changes in taxes & duties will be to GIPCL's account. In case of any reduction and/or removal of taxes, the same shall be passed on to GIPCL

The rates shall be firm for entire contract period and also during extension, if required, and shall not be subject to any escalation in prices, idle charges for labour, machinery, overhead expenses etc. No price escalation / idle charges shall be due to any reason whatsoever.

The prices / item rates quoted by Bidder shall remain firm till completion of the contract period and any agreed extensions thereafter and shall not be subject to any other escalation, idle charges for labour, machinery, overhead expenses etc. No price escalation / idle charges shall be payable due to delay in work by contractor or due to non-availability of work front by GIPCL or any reason whatsoever.

The 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.

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,

- shall include the cost of all materials and tools & tackles as mentioned in clause no. 1.2 & 1.3 above, cost of labour, supervision, equipments, mobilizing, demolishing, fuels, lubricants, oils, fixtures, setting out, transport, royalties, temporary & permanent works, local taxes & levies (including applicable GST), duties, uniform charges, EC & off duty coverage policy, safety PPEs, overheads, profit, etc... all complete.
- 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.
- Compliance of labour laws and other agencies is to be ensured by the contractor.
- The contractor will pay to laborers in line with prevailing minimum wages.

2.2 VARIATION IN MINIMUM WAGE RATE:

In case of any statutory variation in Minimum Wage Rates (MWR), the escalation on quoted rates is proposed subject to following considerations:-

- Escalation in MWR shall be applicable for package-I (Section-I only) & package-II. Prevailing Minimum Wage Rates (MWR) shall be considered as applicable on last date of bid submission (based on latest Government Notification) and all statutory payment like PF, Bonus and Leave, on prevailing rate notified by the Government of Gujarat as per Minimum Wages Act, 1948.

This being labour oriented job, the contractor will pay the minimum wages & applicable statutory liabilities to the labours as declared by the Government from time to time. The minimum wage w.e.f on date 01.04.2018 is Rs. 304.20 per person per day (eight hour duty per day) for unskilled labour , Rs. 312.20 per person per day (eight hours duty per day) for semi skill worker and Rs.320.20 per person per day for skilled person. This will be considered as base rate and in future, any revision made by Government shall become payable, for which GIPCL shall reimburse the actual hike + corresponding statutory liabilities on actual man-days basis for which contractor shall raise separate invoice with supporting documentary evidences pertaining to nos. of total manpower deployed under this contract, like attested copies of attendance register, wage payment register, Bonus & leave payment registers, etc... Apart from this, no other price escalation will be reimbursed due to increase in fuel rates, increase in material rates or any other reason whatsoever. In case of downward revision the contractor will pass the benefit to GIPCL calculated on the same line of as above

3. **CONTRACT PERIOD**

Contract period will be two Years from the date of commencement (mobilization period will be 15 days from the date of issue of Lol or Work Order whichever earlier) or from the date of commencement as mentioned in work order.

4. **TERMS OF PAYMENT**

A. Conditions of Payment:

The contractor shall raise the Package wise separate running invoices in duplicate (one original in physical form and soft copy in MS Excel format as directed by Engineer-in-charge) for every month in respect of the 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 specified 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) **For Package I & II-** 100% of monthly RA bill along with 100% taxes shall be released against the work executed duly certified by GIPCL. Income Tax (IT) will be deducted at source from monthly RA bills as per the rules in force.
- (ii) **For Package III** -85% of monthly RA bill along with 100% taxes shall be released against the work executed duly certified by GIPCL. Income Tax (IT) will be deducted at source from monthly RA bills as per the rules in force and Balance 15% of bill amount shall be kept hold as retention money The same will be released only after monitoring agency successfully does the liaisoning part mentioned in the scope of work and give their advice from time to time to GIPCL so as to comply with GPCB, CPCB, MoEF norms and guidelines to maintain validity of consent/authorization till completion of contract period.
- (iii) **For Package IV & V:-** The Agency shall raise the invoice in triplicate after completion of bi-monthly monitoring as well as submission of reports and the payment of the same shall be made within 21 days thereafter as per the following terms of payment.
 - No advance will be paid for above contract.
 - 70% of contract price for Bi- month monitoring will be released after presentation and thereafter approval of reports by GIPCL personnel.
 - 5% of the contract price of Bi-monthly monitoring test will be released after approval of half yearly/annual report quality by MOEF&C.
 - Balance 25% of contract price for will be kept hold as retention money. The same will be release only if monitoring agency successfully do the liasoning part mentioned in the scope of work and give their advice from time to time to GIPCL so as to comply with GPCB, CPCB, MOEF&C norms and guideline to maintain validity of consent/authorization till completion of contract period.

Bi-month environmental monitoring payment shall be made for the only part of the item operated during that particular Bi-month. No payment shall be made for the no. of stack or parameter which is not operated during that particular month

- (iv) Security deposit at 10% of annual contract value shall be submitted as per clause no.: 1 of Section-C. Security deposit will be returned to the Contractor without any interest after retention period of three months from

- actual contract completion date as certified by Engineer-in-charge as per clause no.: 1 of Section-C.
- (v) Contractor shall quote the rate/price including GST. Party should raise the invoice as per GST act, however the gross amount of invoice with GST shall be as per their total quoted price. Party will indicate GST % and GST amounts separately on the invoice within quoted rate/price.
 - (vi) The Contractor shall inform the GIPCL in the event of its registration certificate is cancelled or discontinued for whatsoever reason.
 - (vii) Any statutory changes (increase/decrease) in taxes & duties will be to GIPCL's account. In case of any reduction and/or removal of taxes, the same shall be passed on to GIPCL.
 - (viii) At the time of submission of the first monthly RA Bill, the Contractor shall submit a certificate from Engineer-in-charge regarding availability of tools & tackles, equipments, vehicles etc at site. The Contractor shall also furnish the checklist as per **ANNEXURE-A** enclosed with the Section-F of tender document along with the RA bill of respective month.
 - (ix) The contractor along with monthly RA Bill shall submit copy of P.F. Challan, Photo copies of wages register of previous month, photocopies of attendance sheet of respective month & copy of ECR statement indicating the employee and employer's P.F contribution of previous month with respect of employees employed by him for the contract at GIPCL site.
 - (x) The Contractor shall submit his Final Bill within a period of three months of the expiration or earlier termination of the contract or any extensions that may be granted by GIPCL to the Contractor. GIPCL shall not entertain any bill for any work item after expiration of period of three months.
 - (xi) The Contractor shall include all his claims in the Final Bill submitted by him and accordingly the final bill submitted by the Contractor shall be deemed to be inclusive of all and whatsoever the claims that the Contractor may have from GIPCL. The Contractor shall not be entitled to claim any amounts which are not mentioned in the Final Bill and the Contractor shall be deemed to have waived any claims not mentioned in the Final Bill and shall not be entitled to recover the same from GIPCL subsequent to the submission of the Final Bill on any account and GIPCL shall stand absolved of all its liabilities in respect of any such claims not raised by the Contractor in his Final Bill.

B. Validity and Uniformity of Rates

The rates shall be valid for a period of two years of the Contract Period and shall remain unaltered during the **entire contract period**.

5. 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 sheets (both in soft copy and in physical form) of work done.
- (ii) Bill of material stamped & signed by security at gate entry.
- (iii) Certified Joint Measurement records of work done in the form of duly signed by GIPCL's authorized representative and contractor's supervisor in standard format.
- (iv) Site visit Report.
- (v) Check list (Annexure-A in Section-F).

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

6. SUBMISSION OF STATUTORY COMPLIANCES WITH EACH BILL

Contractor shall submit each RA bill of work carried out along with following documents.

- (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 Performa (Annexure-D) in Section-F), after releasing final bill payment.

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

7. MEASUREMENT & DAILY REPORTS

The unit of measurement will be as specified in respective item of Schedule (Section-E).

The contractor shall maintain day to day item wise and location wise record of work done duly verified by various concerned authorities pertaining to area and shall submit the same with each RA bill for verification and passing of bill accordingly. The bill will not be processed without submission of certified work done records.

Contractor shall be required to furnish satisfactory job completion report to GIPCL on daily basis. The monthly bill payment shall be released based on the certified reports of the works.

7.1 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.

7.2 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.

8. MOBILIZATION AND EXECUTION

- a) Contractor shall mobilize the resources at site within 04 hours from the time the intimation given by GIPCL.
- b) Contractor shall provide sufficient nos. of supervisors who will be responsible for supervision and execution of job in specified time. 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.

9. QUANTITY OF WORK

The quantities against various items of Package I (Section-I) & Package-II is regular frequencies for two years. Contractor shall strictly follow these frequencies item

wise and shall ensure the same periodically. Quantities mentioned in items of in other Section/Packages is estimated periodical quantities likely to be executed during contract period on as & when required basis for which contractor shall arrange required manpower & other resources separately.

However the Quantities or frequency of work may likely to be changed during the course of contract period based on the requirement or any other unavoidable circumstances. However, the rates quoted by Bidder shall remain firm for first year irrespective of any variation in estimated.

Contractors shall engage required nos. of labors along with required tools & tackles as per work load and emergency situations throughout the contract period to perform his contractual duties.

Contractor shall have no any right for any compensation on ground of such addition or reduction in scope of work. GIPCL reserves the right to operate/increase or 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.

If any time after commencement of the work, GIPCL shall, for any reason whatsoever, not require the whole work thereof as specified in the tender to be carried out, the ENGINEER shall inform the fact to the CONTRACTOR who shall have no claim to any payment of 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. The quantum of work of individual item may be up to any extent depending upon requirement. However, item rate remains unchanged. Under this contract, contractor has to execute all work as per the Colony/Plant requirement.

10. FACILITIES TO BE PROVIDED BY GIPCL

- a. Electricity & water at nearest available one point. Further distribution to be done by contractor at their cost.
- b. Space for constructing office & store as decided by GIPCL.

Apart from the above, no other facilities shall be provided by GIPCL. The contractor shall provide necessary facilities, including accommodation for their labour at his own cost.

11. LEGAL MATTER PENDING BEFORE THE COURT

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.

12. GENERAL CONDITIONS OF CONTRACT

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

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

13. SPECIAL CONDITION OF CONTRACT:-

FOR PACKAGE – I (COLONY)

All preventive maintenance is to be done as per the frequency mentioned in the schedule and break down maintenance shall be taken up as and when required at site.

- a) Supply of all spares like bearings pump parts (mechanical parts), nuts and bolts, etc and consumable incl. kerosene, HYPOCHLORITE solution,GUD,UREA & DAP in contractor's scope.
- b) The hypochlorite solutions required (minimum 10lit/day) for chlorination are in contractor's scope only.
- c) Contractor have to do the liasoning with GPCB, Surat and Gandhinagar for getting/applying consent/renewal of consent {Air, Water, Hazardous (soil) waste etc.} from time to time for operating the plant incl. application in standard format of GPCB at Surat and Gandhinagar for getting the same. Contractor shall have to remain present during the visit of any authority from GPCB, CPCB & MOEF for joint sampling and clarification if required.
- d) The contractor shall carry out work in shift/Sunday/holiday in case of any emergency jobs.
- e) The following tests / reports are required to be submitted every 15 days for the treated water :- (I) BOD (ii) COD (iii) Ph value (IV) Suspended solids (v) Residue chlorine
- f) Contractor has to keep attendance register @ colony gate with daily in /out Record of his employee duly sign by GIPCL colony gate supervisor. Contractor has to strictly ensure duty hours of your employee .Less than 8 hours of duty will lead to penalty. Engineer in charge decision is final for impose of penalty. Except weekly off & PH absent of your employees will lead to Penalty. Penalty amount shall be deducted pro-rata basis from contractor's bill. If any employee leaves the site (in duty hours) without intimation to GIPCL office it will be taken seriously & penalty of Rs.2000/-will be imposed per incident.
- g) All required arrangements will be in the contractor's scope.

FOR PACKAGE - II (PLANT)

- a) Contractor have to liaison with GPCB, Surat and Gandhinagar for getting/applying consent/renewal of consent {Air, Water, Hazardous (soil) waste etc.} from time to time for operating the plant including application in standard format of GPCB at Surat and Gandhinagar for getting the same. Contractor shall have to remain present during the visit of any authority from GPCB, CPCB & MOEF for joint sampling and clarification if required.
- b) The contractor shall carry out work in shift/Sunday/holiday for any emergency jobs.
- c) The following tests / reports are required to be submitted every 15 days for the treated water :- (I) BOD (ii) COD (iii) Ph value (IV) Suspended solids (v) Residue chlorine.
- d) For monitoring purpose manpower qualification is under :-
Site in charge: AOCP (ITI) or B.Sc with Chemistry and minimum experience of five years of effluent treatment plant monitoring.

Operator: AOCP (ITI) or B.Sc with Chemistry and minimum experience of Two years of effluent treatment plant monitoring.
Helper: S.S.C. pass and familiar with chemical handling
All required arrangements will be in the contractor's scope

FOR PACKAGE - III,IV & V (PLANT,MINES)

- a) You have to submit latest certificate conforming that they are approved Environmental Consultant recognized by GPCB. Any change in such status or withdrawal of such recognition by GPCB shall have immediately to be brought in our notice.
- b) You have to submit monthly/quarterly data report and annual environmental study in respect of 4 X 125 MW Surat Lignite Power Plant .

You have also to submit consolidated half yearly data report for the calendar year during the month of June & December for submitting the same to MoEF. The half yearly and yearly report should be with graphical representation for comparing the result with GPCB limits.

You should take approval for the format of the report from engineer in-charge:

Monthly / quarterly data	:	Three copies
Half yearly data	:	Three copies
Annual / yearly data	:	Five copies

- c) You have to submit us instrument calibration certificate obtained from reputed Institution / Test House / ISI laboratories in respect of instruments, accessories in use of environmental study.
- d) You have not sublet the contract to any other agency.
- e) Your representative has to remain present during the visit of any authority from GPCB/CPCB and Department of Environment & Forest for joint monitoring and clarification if required.
- f) You have not deploy any child under the age of 18 for monitoring services.
- g) The report submitted by You should be approved by GPCB/MoEF.

SECTION-E

PACKAGE -I (Section-I)

MONITORING AND MAINTENANCE SERVICE FOR SEWAGE TREATMENT AND RECYCLING PLANT AT COLONY

PRICE BID

S R.	ITEM DESCRIPTION	QTY.	UNIT	RATE	AMOUNT (Rs.)
1	<p>Routine Monitoring of sewage treatment plant with deploying three persons(one skilled & two unskilled) on monthly basis for operating the plant This Monitoring includes</p> <p>1) Monitoring raw sewage pumps, aeration tank with surface aerator clarifier with mechanism and sludge pumps, carbon and pressure filters with treated effluent pumps and chlorination with treated effluent pumps and chlorination with providing hypochlorite solution(min10litre per day) & required UREA,DAP & GOL and submission of daily report thereof.</p> <p>2) Testing of samples twice in a month for COD and BOD and submission of reports thereof.</p> <p>3) All required tools, tackles, and other things required like safety gadgets etc...will be arranged by you.</p> <p>4) Monitoring the distribution of recycled water to the connected houses by operating respective valves and checking the flow to houses. You will also monitor leakages etc...to recycling lines.</p>	24	Month		
	Total Amount For Two Years (Rs.)				

PACKAGE -I (Section-II)
MONITORING AND MAINTENANCE SERVICE FOR SEWAGE TREATMENT AND
RECYCLING PLANT AT COLONY

PRICE BID

Sr.	Item Description	Qty	Unit	Rate	Total Amount (Rs.)
1	supply of gear oil 320 number	40	litre		
2	supply of Grease - SKF MAKE	80	kg		
3	supply & fixing of 80mm ball valve incl. flange nut bolt.	6	EACH		
4	supply & fixing of 80mm butterfly valve incl. flange nut bolt.	2	EACH		
5	Supply & fixing of DRIVE BELT B-52	2	EACH		
6	Overhauling of Raw sewage pump Dismantle the pump. Inspect all pump parts. Supply & Replace / repair the damage parts if any. Assemble the pump. Clean the equipment. Take successful trial run.	2	Break Down		
7	Mechanical Seal replacement in Raw Sewage Pump Dismantle pump base, suction housing, impeller. Remove Mechanical Seal and replace with new seal. Check oil condition replace if required. Assemble the pump. Clean the equipment and take a successful trial run. Note: Rates incl MECHANICAL SEAL, REQUIRED QTY OIL.	2	Break Down		
8	Replacement of flexible hose in submersible pumps supplying & fixing of pvc hose pipe 110 dia incl. clamp, Remove damage hose. Fix new hose	20	R.M		
9	Bearing replacement in Sludge Pump Remove coupling guard. Decouple pump and motor. Remove pump back pull out assembly. Remove bearing from housing. Fix new bearing. Fix the pump back pull out assembly. Align and couple the pump. Put coupling guard. Clean the equipment. Take successful trial run. NOTE: RATES INCL.SUPPLY OF BEARING,& NUT BOLT	2	Break Down		

10	Mechanical seal replacement in Sludge Pump Remove coupling guard. Decouple the pump. Remove back pull out assembly. Remove mechanical seal. Assemble new seal. Fix the back pull out assembly Align and couple the pump. Clean the equipment. Take successful trial run Note: RATES INCL.SUPPLY Of MECHANICAL SEAL & NUT BOLT	2	Break Down		
11	Overhauling of Sludge Pump Decouple the pump. Dismantle the pump. Inspect all pump parts Replace/repair the damage parts if any. Assemble the pump. Fix the coupling and motor. Align and couple the pump. Replace / top up oil if required. Clean the equipment. Take successful trial run. Note: Rates incl. Supply & fixing required spares & parts, oil.	2	Break Down		
12	Bearing replacement in T.E. Pump Remove coupling guard. Decouple pump and motor. Remove pump back pull out assembly. Remove bearing from housing. Fix new bearing. Fix the pump back pull out assembly. Align and couple the pump. Put coupling guard. Clean the equipment. Take successful trail run. Note: Rates incl. supply of bearing	2	Break Down		
13	Mechanical seal replacement in T.E. Pump Remove coupling guard. Decouple the pump. Remove back pull out assembly. Remove mechanical seal. Assemble new seal. Fix the back pull out assembly Align and couple the pump. Clean the equipment. Take successful trial run. Note: Rates incl. supply of Mechanical seal	2	Break Down		
14	Overhauling of T.E. Pump. Shift material from stores. Decouple the pump. Dismantle the pump. Inspect all pump parts. Replace/repair the damage parts if any. Assemble the pump. Fix the coupling and motor. Align and couple the pump. Replace / top up oil if required. Clean the equipment. Take successful trial run.	2	Break Down		
15	Overhauling of gear box in Clarifier Supply & fixing of required spares. Decouple the gearbox. Dismantle the gearbox. Inspect all gearbox parts. Replace/repair the damage parts, if any. Assemble the gearbox. Fix the pulley and motor. Align and couple the gearbox. Clean the equipment. Take successful trial run.	2	Break Down		

16	Overhauling of Clarifier inner drive gear and liner assembly Supply & fixing of required spares. Lift the outer bridge of clarifier. Decouple the chain drive. Dismantle the traction wheel. Inspect all liner and gear parts. Replace / Repair the damage parts if any. Assemble the inner drive. Fix the inner drive and coupling. Align and couple the gearbox. Clean the equipment. Take successful trial run.	2	Break Down		
17	Plumber block / Bearing replacement in clarifier. Remove coupling guard. Remove plumber block & bearing. Fix new bearing and box up. Couple and align. Take successful trial run.	2	Break Down		
18	Replacement of Traction Wheel of Clarifier (outer drive) Shift wheel from store. Lift the bridge & lock. Remove chain, sprocket, Bearing & wheel from shaft. Replace with new one and box up. Clean the equipment. Take successful trial run.	2	Break Down		
19	Replacement of pinion shaft / pinion in Clarifier (inner drive) Remove chain and sprocket. Check pinion / shaft. Dismantle shaft / pinion. Replace with new one and box up. Fill oil. Clean the equipment. Take successful trial run.	2	Break Down		
20	WARM GEAR replacement in AERATOR. Remove coupling guard. Decouple pump and motor. Remove pump back pull out assembly. Remove WARM GEAR. Fix new WARMGEAR. Fix the pump back pull out assembly. Align and couple the pump. Put coupling guard. Clean the equipment. Take successful trial run. NOTE: RATES INCL.SUPPLY OF ALL PARTS INCL WARMGEAR & ASSOSORIES	2	Break Down		
21	OIL seal replacement in AERTOR Pump. Remove coupling guard. Back pull out assembly. Remove OIL seal. Assemble new seal. Fix the back pull out assembly. Align and couple the pump. Clean the equipment. Take successful trial run. Note: RATES INCL.SUPPLY Of OIL SEAL & NUT BOLT	2	Break Down		

22	Overhauling of AERTOR Pump. Decouple the pump. Dismantle the pump. Inspect all pump parts. Replace/repair the damage parts if any. Assemble the pump. Fix the coupling and motor. Align and couple the pump. Replace / top up oil if required. Clean the equipment. Take successful trial run. Note: Rates incl. Supply & fixing required spares & parts.	2	Break Down		
23	REPLACEMENT OF COUPLING RUBBER OF AERATOR SUPPLY & FIXING OF COUPLING RUBBER .THE RATE SHALL INCL.REMOVE EXISTING COUPLING	2	Break Down		
24	REPLACEMENT OF COUPLINE IN AERATOR PUMP SUPPLY & FIXING OF COUPLINE .THE RATE SHALL INCL.REMOVE EXISTING COUPLINE.	2	Break Down		
25	REPLACEMENT OF BEARING IN AERATOR SUPPLY & FIXING OF BEARING .THE RATE SHALL INCL.REMOVE EXISTING BEARING.	2	Break Down		
26	Labour rate for laying of filter media(OF VARIOUS SIZE) for 30m3/h Pressure sand filter tank & 30m3/hr Activated carbon filter tank for recycle sewage treatment .The rate shall incl.removing ,washing of old media ,filling of washed media with top up of required media etc.complete.note;require quantity of media supply by GIPCL.	4	Each		
	TOTAL AMOUNT FOR TWO YEARS				

PACKAGE-II					
MONITORING FOR PRETREATMENT PLANT ,EFFLUENT TREATMENT PLANT AND RUNOFF SYSTEM					
PRICE BID					
Sr. No.	Item Description	Qty	Unit	Rate	Amount (Rs.)
1	<p>a. Routine Monitoring of water treatment plant, effluent treatment plant, runoff clarifier and water recovery pit pump with deploying eight person(one sight in charge + 3 Operator +4 helpers) having chemical background with/ experience of ETP on monthly basis for operating the plant.</p> <p>b. Your unit monitoring shall include of two water treatment clarifier and related all auxiliaries, Effluent treatment plant and related all auxiliaries, all recovery pits and pumps, two numbers of thickeners three numbers of centrifuge and related axillaries, Run off pond clarifier and related auxiliaries and preparation of all process related chemicals as well as shifting of process related chemicals from chemical house to dosing tank.</p> <p>c. You shall carry out testing of samples on hourly basis for ETP and runoff clarifier and submission of reports thereof.</p> <p>d) You have to do the liasioning with GPCB, Surat and Gandhinagar for getting/applying consent/renewal of consent {Air, Water, Hazardous (soil) waste etc.} from time to time for operating the plant incl. application in standard format of GPCB at Surat and Gandhinagar for getting the same. You shall have to remain present during the visit of any authority from GPCB, CPCB & MOEF for joint sampling and clarification if required.</p> <p>e)The following tests / reports are required to be submitted every 15 days for the treated water :- (I) BOD (ii) COD (iii) Ph value (IV) Suspended solids (v) Oil & Grease.</p>	24	Month		
	Total Amount For Two Years (Rs.)				

PACKAGE-III

SOR For Environmental Monitoring and Ambient air monitoring for GIPCL 4x125 MW Surat Lignite Power Plant for Two Years

PRICE BID

SR.	ITEM DESCRIPTION	QTY.	UNIT	Rate (Rs.)	Amount (Rs.)
1	Monitoring of 4 Nos per month of Flue gas Stacks (122 mtr.) for : A). SO ₂ , Nox : (As Per CCA) (12x4)X2	96	No		
2	B)same as above but for PM : (As Per CCA(12x4)X2	96	No		
3	Monitoring of 4 Nos per month process Stacks (height around 30 mtr.) For: a). PM (12x4)X2	96	No		
4	Monitoring of DG set stack once in Quarters a) PM (4x1)X2	8	No		
5	b)same as above but for SO ₂ ,Nox (4x1)X2	8	No		
6	c) same as above but for CO (4x1)X2	8	No		
7	Ambient air monitoring at 9 Nos per month of station for duration of 24 hrs.: A). SO ₂ , Nox (12X9)X2	216	No		
8	B) same as above but for PM-10 (12X9)X2	216	No		
9	C)same as above but for PM-2.5 (12x9)X2	216	No		
10	Weather monitoring for Humidity, wind speed, wind Direction and temperature for Duration of 24 hours.(Monthly): (12x1)X2	24	Month		
11	Noise monitoring at 15 Nos in a month.Location within the plant Premises for duration of 24 Hours .(12x15)X2	360	No		
12	Water quality testing at 06 Nos in month.Location as under:- a) Plant Effluent (12x3)X2	72	No		
13	b) same as above but for Bore well (12x3)X2	72	No		
14	Fugitive monitoring in ambient air at 06 nos per Month of station (12x6)X2	144	No		
	Total Amount For Two Years (Rs.)				

PACKAGE -IV

Section—I

Name of Work: Environment Monitoring and Ambient Air Monitoring at Valia & Mangrol Lignite Mines of SLPP for Two Years

PRICE BID

Sr.	Item Description	Qty	Unit	Rate (Rs.)	Amount (Rs.)
1	Bimonthly monitoring for PM10 (SPM) level in ambient air at eight locations.(8x6)x2	96.00	No		
2	Bimonthly monitoring for PM2.5(RSPM) level in ambient air at eight location (8x6)X2	96.00	No		
3	Bimonthly monitoring for Sox and Nox emission in ambient air at eight locations (8X6)2	96.00	No		
4	Bimonthly monitoring for co-emission in ambient air at eight locations.(8x6)X2	96.00	No		
5	Bimonthly monitoring for micrometeorological (seasonal) data, as wind speed, wind irection,temperature, atmospheric pressure,humidity, rainfall and Dry Bulb & Wet Bulb Temp data at Valia Pit area.(6X1)x2	12.00	No		
6	Bimonthly data collection for dust fall measurement of core and buffer zone of Valia Pit at eight no's of selected stations.(8x6)X2	96.00	No		
7	Bimonthly monitoring of water quality in Pit and its surrounding area. six no's of selected locations in Valia Pit and its surrounding area (6x6)X2	72.00	No		
8	Bimonthly noise monitoring in Valia Pit and its surrounding area at eight no's of locations (8X6)x2	96.00	No		
	Total Amount For Two Years (Rs.)				

section-II

PACKAGE -IV

PRICE BID FOR MANGROL PIT

Sr.	Item Description	Qty	Unit	Rate (Rs.)	Amount (Rs.)
1	Bimonthly monitoring of water quality in six no's of selected locations in Mangrol Pit and its surrounding area.(6x6)X2	72.00	NO		
	Total Amount For Two Years (Rs.)				

PACKAGE -V

Name of Work: Environment Monitoring and Ambient Air Monitoring at Vastan Lignite Mines (Including Limestone Pit) of SLPP for Two Years

PRICE BID

Sr.	Item Description	Qty	Unit	Rate (Rs.)	Amount (Rs.)
1	Bimonthly monitoring for PM10 (SPM) level in ambient air at Twelve locations.(12x6)x2	144	No		
2	Bimonthly monitoring for PM2.5 (RSPM) level in ambient air at Twelve locations (12x6)x2	144	No		
3	Bimonthly monitoring for Sox and NOx emission in ambient air at Twelve locations (12x6)X2	144	No		
4	Bimonthly monitoring for co-emission in ambient air at Twelve locations.(12x6x)x2	144	No		
5	Bimonthly monitoring for micro-meteorological (seasonal) data, as wind speed, wind direction, temperature, atmospheric pressure, humidity, rainfall and Dry Bulb & Wet Bulb Temp data at Vastan Mining area.((6x1)x2	12	No		
6	Bimonthly data collection for dust fall measurement of core and buffer zone of Vastan Lignite Mine at selected stations.	108	No		
7	Bimonthly monitoring of water quality in selected locations in Vastan Mining area and surrounding area.	108	No		
8	Bimonthly noise monitoring in Vastan mining and surrounding area	132	No		
	Total Amount For Two Years (Rs.)				

SECTION-F

LIST OF ANNEXURES & FORMS

1.0 ANNEXURE-A

CHECKLIST FOR PASSING THE BILLS

For the month of :

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

Date :

Signature of Contractor
with official stamp

2.0 **ANNEXURE-B**

PROFORMA OF BANK GUARANTEE FOR ORDER PERFORMANCE

(To be Stamped in accordance with Stamp Act)

Ref:

Bank Guarantee No.....

Date

Bank Guarantee Cover period from to

To

M/s. GUJARAT INDUSTRIES POWER COMPANY LTD.

At & Post Nani Naroli

Taluka Mangrol

Dist. Surat

Gujarat-394 110.

Dear Sir,

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

(Name & address of Bank)

having its Head Office at (hereinafter referred to as the "Bank" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors, assigns) do hereby irrevocably guarantee and undertake to pay the Purchaser, on written demand any and all moneys payable by the CONTRACTOR to the extent of (in figures) (in words) as aforesaid at any time up to (days/months/year) **.....

without any demur, reservations, contest, recourse or protest and/or without any reference to the CONTRACTOR. Any such demand made by the Purchaser on the bank shall be conclusive and binding notwithstanding any difference between the Purchaser and CONTRACTOR of any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

....2

(2)

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

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

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

Dates this.....day of20.....
at

.....
Signature

Banker's rubber stamp:

Name

Designation with
Bank stamp:

Attorney as per power of
Attorney No.

Dated:

3.0 **ANNEXURE-C**

PROFORMA FOR BANK GUARANTEE FOR EMD

(To be stamped in accordance with Stamp Act)

Ref

Bank Guarantee No.....

Date

Guarantee cover period: FromTo

To

M/s. Gujarat Industries Power Company Limited

At & Post – Nani Naroli

Taluka: Mangrol

Dist.Surat-394 110

Dear Sirs,

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

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

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

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

We, the Bank at, having our Head Office at (local address)

..... Guarantee and undertake to pay immediately on written demand by Gujarat Industries Power Company Limited (hereinafter called the "Purchaser")

(In figures) (In words)

..... without any reservation, protest, demur and recourse.

Any such demand made by said "Purchaser" shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder. It shall be conclusive and enough for enforcement of Bank Guarantee on the Bank if Purchaser invokes the Bank Guarantee stating only that the default has been committed by the Bidder, thus far and no further.

Contd....2

(2)

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

In witness there of Bank, through its authorized Officer, has set its hand and stamp on this day of20 at

.....
(Signature)

.....
(Name)

Designation with Bank

Stamp:

Attorney as per Power of
Attorney No.

Dated

4.0 **ANNEXURE-D**

PERFORMA CERTIFICATE

(No claim, No arbitration)

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

Dear Sir,

Subject:_____

Ref: Work Order No.:_____ **Dated**_____

We hereby confirm with free consent as under:-

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

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

For, M/S._____

Signature, Stamp and date.

5.0 **ANNEXURE-E**



GUJARAT INDUSTRIES POWER COMPANY LIMITED (Surat Lignite Power Plant)

SCHEDULE OF DEVIATION

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

Sr. No	SECTION	CLAUSE NO	AS PER TENDER DOCUMENT	DEVIATION

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

COMPANY SEAL

.....

SIGNATURE

NAME

.....

DESIGNATION

COMPANY

DATE

6.0 **ANNEXURE-F**

(To be submitted on Company's Letter Head)

Declaration Cum Undertaking for Safety Laws and Regulations Compliance

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.

Further, IName of Party/Company..... also hereby confirm, declare and undertake that there has not been any major Safety Violation and any single Fatal Accident during the execution of the contracts awarded to me covering the scope and area of work of this Tender during the period of preceding Three years.

Signed and Stamped by the
Authorized Signatory
Of the Bidder \

7.0 **ANNEXURE-G**

(To be submitted on Company's Letter Head)

Declaration for Contractual Disputes/ Litigations

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

I/We also confirm that M/s. (Name of Party/Company) have not been Blacklisted/ deregistered / listed under stop Deal by any Govt. of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations, including GIPCL for the last Five (05) years.

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

PLACE:
DATE:

Signed and
Stamped by the
Authorized Signatory of the Bidder