

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

**AT & POST NANI NAROLI, TALUKA: MANGROL, DIST: SURAT, PIN 394 110
(GUJARAT)**

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

Fax Nos.: (02629) 261112, 261080

TENDER DOCUMENT FOR:

**Biennial Service Contract for Hiring of Dozer of D-80
Model or equivalent for:**

**(A) Dozing / Compacting / Leveling of Ash and other
works at pre-designated locations of Mines pit /
any other locations.**

and

**(B) Pushing / Lifting of Lignite, Limestone, Lignite
stock pile compaction at in-plant and ELHS
stock pile area & other miscellaneous works**

**At Surat Lignite Power Plant – 4 x 125 MW,
Unit # 1 to 4**

Tender Ref. No.: SLPP/AHS/DOZER/2020-22

Contract Period: 2020-22 (2 years)



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NOTE:

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

NOTICE INVITING TENDER (NIT)

TENDER NO.: SLPP/AHS/DOZER/2020-22

Name of work	Surat Lignite Power Plant – 4 x 125 MW, Unit # 1 to 4: Biennial Service Contract for Hiring of Dozer of D-80 Model or equivalent for: (A) Dozing / Compacting / Leveling of Ash and other works at pre-designated locations of Mines pit / any other location, and (B) Pushing / Lifting of Lignite, Limestone, Lignite stock pile compaction at in-plant and ELHS stock pile area & other miscellaneous works at GIPCL - SLPP [Contract Period: 2020 - 22, Two (2) Years]
Place of work	Surat Lignite Power Plant, Village: Nani Naroli, Taluka: Mangrol, Dist.: Surat- 394 110 (Gujarat).
Quantity	The successful Bidder will be awarded this Contract involving total quantities of various items as mentioned against item descriptions in BOQs.
Contract period	Contract period shall be Two (2) years as mentioned in the Letter of Intent (LoI) / WO.
EMD	₹ 75,000/- by Demand Draft payable at Mosali-Surat / Nani Naroli-Surat / Surat <i>or</i> Bank Guarantee in favour of GIPCL from approved Banks mentioned in this Tender in subsequent clauses.
Cost of Tender Document / Tender Fee	Demand Draft ₹ 3,000/- in favour of GIPCL payable at State Bank of India, Nani Naroli branch.
Availability of online E-Tender document	On (n)Procure portal: (www.nprocure.com) On GIPCL's E-Tender portal: http://etender.gipcl.com/ (for viewing and downloading Tender Document)
Last date of online submission of offer	23.01.2020 up to 17:00 hours on (n)Procure portal (www.nprocure.com)
Submission of EMD, Tender fee and other supporting documents for Technical Bid in physical form.	On or before 23.01.2020 up to 17:30 hours at the Office of Surat Lignite Power Plant (SLPP)
E-Reverse Auction	Will be informed by GIPCL to all qualified Bidders

NOTES:

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

General Manager (SLPP)

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

Tender Document for Biennial Service Contract for Hiring of Dozer of D-80 Model or equivalent for: (A) Dozing / Compacting / Leveling of Ash and other works at pre-designated locations of Mines pit, and (B) Pushing / Lifting of Lignite, Limestone, Lignite stock pile compaction at in-plant and ELHS stock pile area & other miscellaneous works at GIPCL - SLPP [Tender Ref. No. SLPP/AHS/Dozer/2020-22]

SECTION - A

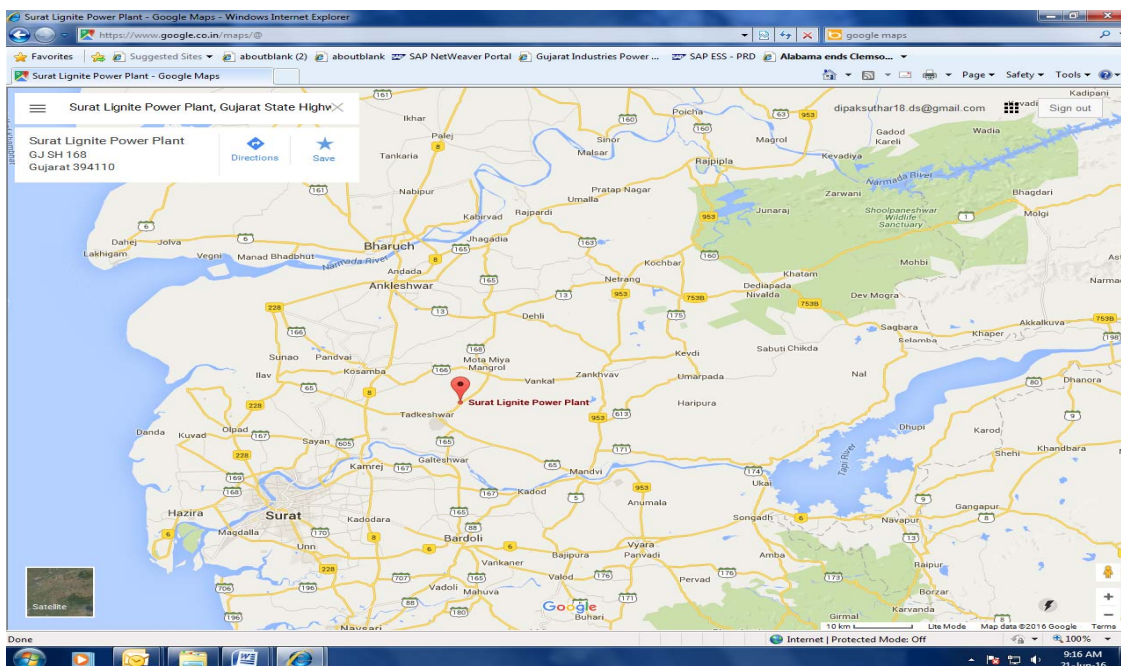
INSTRUCTIONS TO BIDDERS

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 and 5 MW Solar Power Plant. Recently, GIPCL has also commissioned 112.40 MW Wind Energy Farms at various locations in Gujarat, 1 MWp Distributed Solar Power Projects, each at two locations in Gujarat viz. at Village: Amrol (Dist.: Anand) & at Village: Vastan, Dist.: Surat and 80 MW Solar Power Plant at Village: Charanka (Dist.: Mehsana).

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

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



The Company intends to award the Biennial Service Contract for Hiring of Dozer of D-80 Model or equivalent' for: (A) Dozing / Compacting / Leveling of Ash and other works at

pre-designated locations of Mines pit, and (B) Pushing / Lifting of Lignite, Limestone, Lignite stock pile compaction at in-plant and ELHS stock pile area & other miscellaneous works at GIPCL-SLPP [Contract Period: 2020 - 22, Two (2) Years] and therefore inviting e-Tenders online on (n)Procure portal (www.nprocure.com) from experienced & resourceful Contractors.

2. SCOPE OF WORK

2.1 The Scope of Work covers Hiring of Dozer D-80 on **Metric Tonne** basis for following:

During the monsoon period, festival periods and any other lean periods during the Contract period at any time, Fly Ash / Bed Ash will be transported to Lignite mines / any other locations for dumping purpose. As soon as ash is unloaded at site, it is to be dozed & leveled immediately. The delay in Dozing of ash will block the approach area for further transportation & unloading at designated point. So, it is very much essential to keep the dozer in running condition for quick action.

It may be noted that, the Contract will operate as & when required basis which shall mainly depend upon volume & frequency of rainfall or any other requirement. By any reason, if Contract is not executed or partly operated, GIPCL shall not be responsible for any type of idle charge.

2.2 The Scope of Work covers Hiring of Dozer D-80 on **Running Hour** basis for following:

- 2.2.1 The compaction of Lignite and Limestone at in-plant, out plant and ELHS stockpile layer wise.
- 2.2.2 Pushing of Limestone and Lignite at in-plant stockpile, out plant stockpile, ELHS stockpile and at feeder breaker end.
- 2.2.3 For lying of conveyor belt and lifting of take up counter weights in Maintenance work and any other jobs as per the requirement.

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

2.4 Quantum of job mentioned against all items in the Price bid are indicative only & may vary as per site requirement & not to be construed as maximum or guaranteed quantity. The quantities shown in the price bid are approximate quantities for the contract period and they may vary as per job requirements.

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

3. GENERAL INSTRUCTIONS

3.1 The Bidders who are interested in participating in the Tender must read and comply with the instructions and the Terms & Conditions contained in the Tender Document.

- 3.2 The Bids shall be filled in by the Bidders clearly, neatly and accurately. Any alteration, erasures or overwriting shall be liable to make the tender invalid unless the same is neatly carried out and attested over the full signature of Bidder. The decision of the Company to interpret the information and rates filled in by the Bidder shall be final and binding on the Bidder.
- 3.3 The Bidders are requested to make themselves fully conversant with the General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Site conditions, Safety & Health Aspects and Norms to be observed etc. before submitting their bids so that no ambiguity arises in these respects subsequent to submission of the Bids.
- 3.4 Before quoting the rates, the Bidder should go through the specifications, scope of work etc. and get himself fully conversant with them. The Bid should include cost of mobilization and cost to adhere to all Safety Norms as described in the Tender. No relaxation or request for revision of quoted / accepted rates shall be entertained subsequent to the opening of Bid on account of mobilization or Safety costs.
- 3.5 Splitting of work is not advisable as the purpose of SoR method will not be fulfilled.
- 3.6 Bidder has to submit all the information as per required Bid document. Failure to furnish all the information as per required Bid documents or submission of a Bid containing deviations from the contractual terms and conditions, specifications and requirements, shall be rejected.
- 3.7 The Bids shall be submitted within the time frames set out in the Notice Inviting Tender ('NIT') and Bids submitted thereafter shall not be accepted and considered.
- 3.8 The Tender Document shall not be transferable.
- 3.9 The Bidders are expected to examine all instructions, forms, terms & specifications in the Bid documents and to get fully acquainted themselves with all the conditions and matters which may affect the subject matter of the work/tender or the cost thereof. If any Bidder finds any discrepancies or omissions in the specifications and documents or any doubt in true meaning or interpretation of any part, he shall seek necessary clarifications in writing 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 Bidders may visit site for detailed understanding regarding the "Scope of Work" as per the Tender document, with due prior intimation in writing pertaining to the said Site visit.
- 3.13 During evaluation of Bids the Company may, at its discretion ask the Bidder(s) for clarification of their Bid. The request for clarification and the response shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted.
- 3.14 The Company reserves the right to amend / modify the Bidding documents at any time prior to the deadline for submission of Bids, either at its own discretion or in response to the clarification requested by a prospective Bidder. In such case, the Company may in its discretion extend the deadline for submission of Bids in order

- to facilitate the prospective Bidders for incorporating the effect of the amendment in their Bids.
- 3.15 The Bidders shall bear all costs and expenses associated with the preparation and submission of their respective Bids, to attend meetings or conferences, if any, including any pre award discussion with the successful Bidder, technical and other presentations etc. and the Company shall not be liable for any expense thereof.
- 3.16 If the successful Bidder is a joint venture, formed of two or more companies, the Bidder along with the partners shall accept joint and several responsibilities and liabilities for all obligations under the Contract.
- 3.17 Timely and satisfactory completion of the work and strict adherence to the allotted time frames for jobs shall be the essence of the contract.
- 3.18 The Company reserves the right to qualify/disqualify any applicant without assigning any reason.
- 3.19 The Bidder shall be disqualified if any untrue statement or misrepresentation is made in the Bid forms, attachments and other supporting documents submitted by the Bidder.

4. PLANT VISIT

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

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

The submission of Tender by a Contractor implies that he has read these instructions, conditions of the contract etc. and has himself aware of the Scope, nature of works & specifications of the works to be done. GIPCL will not, therefore after acceptance of Contractor's rate, pay any extra charges for any other reason in case the Contractor is found later on to have misjudged the site conditions.

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

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

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

5. ELIGIBILITY CRITERIA

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

- 5.1 Bidder should possess minimum **Three years** of experience **out of last five years** (as per following Cl. No. 5.3) in similar nature of mechanized jobs involving the equipment / machinery such as Dozer of Model: D-80 or equivalent dozing capacity, and/ or other similar types of HMTVs / HCVs and Earth mover equipments. Bidder shall enclose the proof of the same. Bidder shall submit necessary evidence for the same like attested copies of work orders along with work completion certificates from clients. The work completion certificate shall comprise of Order value & Executed value. Bidders should have executed the work directly. The work executed as a sub-contractor or subletting agency shall not be taken in to consideration.

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

- 5.2 Bidder must **Own / Possess** minimum One (1) No. Dozer of Model: D - 80 or equivalent dozing capacity. The relevant copies showing the **Ownership / Possession** of the said Dozer shall be submitted along with the Bid.
- 5.3 Bidder should produce evidence of having experience of **successfully completed similar works as defined hereunder during last five years** ending last day of the month previous to the one in which tender is invited, satisfactory progress of ongoing works etc. secured from clients along with certified copies of documentary evidence preferably photo copies of work experience. The experience should be either of the following:

a. **One similar completed work each costing not less than the amount equal to 60 % (18.69 Lac) of the Annual estimated cost.**

OR

b. **Two similar completed works each costing not less than the amount equal to 40 % (12.46 Lac) of the Annual estimated cost.**

OR

c. **Three similar completed works each costing not less than the amount equal to 30 % (9.34 Lac) of the Annual estimated cost.**

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

- 5.4 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.
- 5.5 Tender Fee: The Tender Fee shall be accompanied in form of Demand Draft as described in detail in Clause No. 7 of this Section of Tender Document.
- 5.6 The EMD shall be accompanied in the form of DD or Bank Guarantee given by Bank as described in detail in Clause No. 7 of this Section of Tender Document.
- 5.7 Bidder should have separate Employees Provident Fund code number towards registration of firm with RPF commissioner.
- 5.8 Attested copies of relevant documents duly signed & sealed on each & every page shall be submitted. The above documents will be analyzed and if found satisfactory, the Price Bid will be open. GIPCL may verify the documents, experience certificates issued by concerned authority. After opening of Technical Bid, if any required attested documents found missing in the Technical Bid submitted by the Bidder, the tender inviting authority may inform to that Bidder only once by e-mail to submit the missing required documents within stipulated time limit. If Bidder/Bidders fail to submit within stipulated time, their Bid will be declared technically disqualified and no further correspondence will be entertained.
- 5.9 Bidder should have **average annual turnover of 30% (9.34 Lac)** of estimated Annual contract value **last three financial years i.e. FY: 2016-17, FY: 2017-18 and FY: 2018-19**. Bidder shall furnish annual audited financial statement duly certified by Chartered Accountant for the aforesaid three financial years to demonstrate the financial healthiness of the company. The Balance sheet must be in the name of the company. Any type of MOU for this purpose will not be entertained.

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

- 5.10 The Net worth at the end of the last financial year i.e. FY: 2018-19 should be positive (+).
- 5.11 The Bidder has to submit Income Tax Permanent Account Number (PAN), TIN/VAT no. of the firm. Copies of the same shall be submitted.

- 5.12 Bidder has to submit GST registration number. Copy of the same shall be submitted.
- 5.13 In case Bidder is a joint venture company since last five years, the above requirements/credential of Joint Venture Company / Parent companies shall be considered.
- 5.14 If Bidder or its Partner(s) or Director(s) is /are/was in any Litigation(s), Court Case(s) or Arbitration(s), either completed or under progress during last five (5) years or Black Listed / Deregistered / Stopped or banned from dealing in the past by any Govt. of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations, Bid of that party will be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage. Bidder shall have to submit the "Declaration for Contractual Disputes/ Litigations" as appended in **Annexure – F (SECTION – F)**

- If any of the details submitted in the prescribed **Annexure – F (SECTION – F)** to the Bid is / are found to be false, incorrect at any time in future, then the Contract awarded to that Bidder / Contractor shall be liable to be terminated forthwith without any notice / correspondence and Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage. Further, Performance / Security Deposit will also be liable to be forfeited. Any dues to GIPCL from the Bidder / Contractor shall be recovered from the pending bills or any other dues payable to the Bidder / Contractor, if any or otherwise through any other recourse available under the Laws.

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

6. LANGUAGE OF BID

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

7. EARNEST MONEY DEPOSIT (EMD) and TENDER FEE

- 7.1 An EMD of ₹ **75,000/-** and Non-refundable Tender fee ₹ **3,000/-** shall accompany with Bid. The EMD & Tender fee shall be in the form of a crossed bank Demand Draft in favour of Gujarat Industries Power Co. Ltd. as per following details:

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

The Tender Fee shall be in the form of a crossed bank Demand Draft in favour of Gujarat Industries Power Co. Ltd. payable at State Bank of India, Nani Naroли branch only. Alternative, the Tender Fee may be submitted through RTGS / NEFT mode, and the relevant account details of GIPCL for the same being as follows:

Name of account holder	Gujarat Industries Power Co. Ltd.
Account No.	33514692834
Name of Bank	State Bank of India
Address of Bank	Utility Building, Nani Naroли, Taluka Mangrol, Dist. Surat. Pin 394 110
IFSC code	SBIN0013423
MICR code	394002513

- 7.2 The EMD, in alternative, may be submitted in the form of irrevocable Bank Guarantee in favour of Gujarat Industries Power Company Limited from any Nationalized Bank including Public Sector bank - IDBI Ltd or AXIS Bank, HDFC Bank, 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.
- 7.3 In case EMD is paid in the form of BG, the same shall be valid for a period of 180 days after the due date for submission of the Bid.
- 7.4 The EMD of the successful Bidder will be returned after payment of Security Deposit by successful Bidder.
- 7.5 The Earnest Money Deposit paid in the form of Demand Draft will be refunded to the unsuccessful BIDDERS as soon as the Tender is finalized.
- 7.6 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 7.9.
- 7.7 No interest shall be payable on EMD.
- 7.8 The EMD will be forfeited if the BIDDERS (i) withdraws his Tender after acceptance or (ii) withdraws his Tender before the validity date of the tender.

7.9 SCHEDULE OF EMD & TENDER FEES:

EMD & Tender fee and other documents duly signed to be submitted in physical form on or before 23.01.2020 up to 17:30 hours at the adjacent Address	<p>Address for Submission:</p> <p>General Manager GUJARAT INDUSTRIES POWER CO. LTD., (Surat Lignite Power Plant) Village – Nani Naroli, Taluka – Mangrol, District – Surat 394 110, Gujarat Phone : 02629-261063 (10 lines) Fax : (02629) 261073 / 261074</p>
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8. SUBMISSION OF BIDS

A: MODE OF SUBMISSION

The Bids shall be submitted online on (n)Procure portal (www.nprocure.com) within the dates specified in the NIT along with the details of Tender Fees, EMD in two parts as under:

- (a) Pre-qualification and Techno-commercial Bid without price.
- (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. Schedule of deviation (SECTION – F: Annexure E) Technical as well as commercial, if any.
2. Qualification & experience of Supervisors.

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

1. The Tender Document duly signed in all pages without price bid along with Techno-commercial deviations, if any.
2. Proof of experience meeting the minimum 'Eligibility Criteria' (Clause No. 5 above).
3. Performance certificate issued by clients.
4. Previous Work Order copies.
5. Details of present Work Order (if any).
6. Average Annual Turnover for the last three financial years i.e. FY: 2016-17, FY: 2017-18 and FY: 2018-19, audited annual accounts / financial statements i.e.

Profit and Loss account and Balance Sheet duly certified by a practicing CA will be required.

7. P.F Number and Allotment Letter.
8. PAN Number.
9. GST registration number/certificate copy.
10. Copies of RC Books / Certificate showing Ownership Dozer Model D – 80 or equivalent as mentioned in 'Eligibility Criteria' (Clause No. 5 above).

To participate in e-Reverse Auction, Bidders have to create e-Auction USER ID on <https://e-auction.nprocure.com> and it is mandatory to submit the same along with physical Techno-commercial Bid; so that the Bidder shall be allowed to participate in the e-Reverse Auction.

(b) Price Bid:

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

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

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

AT the Estimated Contract value OR

_____ % BELOW the Estimated Contract value OR

_____ % ABOVE the Estimated Contract value

4. The e-Reverse Auction shall be conducted, at the sole discretion of GIPCL. Further, e-Reverse Auction shall be conducted immediately / on the same day after opening the Price Bid. The Schedule for the same will be intimated later on to eligible bidders.
5. For conducting e-Reverse Auction, Lowest Three (3) eligible Bidders or 50% out of total eligible Bidders (rounded to the next higher whole number), whichever is higher, shall be invited for participation in e-Reverse Auction.
6. Original L1 price (including GST) will be declared through (n)Procure's e-Auction Portal: <https://e-auction.nprocure.com> to start e-Reverse auction process and final received lowest auction price in the value by e-Reverse auction process will be the final L1 price.
7. Minimum decremented value for the e-Reverse auction will be set by GIPCL prior to start of e-Reverse auction and this will be applicable during each reverse Bid hit
8. Evaluation of tender will be done on gross total quoted amount with GST.

9. Duration for the e-Reverse auction will be 30 Minutes with extension of 15 Minutes at every single reverse bid received during the last 05 minutes, till there is no further reverse bid entry (hit) by the participating Bidders.
10. After e-Reverse Auction process, the original % rate quoted by the final L1 bidder on SoR of individual items/packages shall be reduced proportionately based on total % reduction from their original quoted price after e-reverse auction, keeping GST % rate same as originally quoted by final L1 bidder.
11. The quantities shown in the **Section – E: Schedule of Quantities and Price** are approximate for the Contract Period and may vary as per job requirement.
12. The Bidder shall fill the Bid documents with utmost care in consonance with the instructions contained in the Bid documents.

B: METHOD OF TENDERING / SIGNATURE ON BIDS

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

9. MODIFICATION AND WITHDRAWAL OF BIDS

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

10. POLICY FOR BIDS UNDER CONSIDERATION

- a. Bid shall be deemed to be under consideration immediately after opening of the Bid and till official intimation of award / rejection made by the Company to the Bidders.
- b. While the Bids are under consideration, Bidders and / or their representative or other interested parties are advised to refrain from contacting by any means, the

Company. The Engineer, if necessary, will obtain clarifications on the Bids by requesting for such information from any or all the Bidders, in writing as may be necessary. The Bidder will not be permitted to change the price or substance of the Bid after the Bid has been opened.

11. EFFECT AND VALIDITY OF THE BID

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

12. OPENING OF BIDS

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

12.2 Preliminary Examination:

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

- 12.2.2 Arithmetical errors will be rectified on the following basis:

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

13. EVALUATION & COMPARISON OF BIDS

- 13.1 GIPCL shall evaluate the Bids received and accepted by it to ascertain the lowest evaluated Bid in conformity with the specifications of the Tender Document.
- 13.2 The Technical Bids will be examined for minor matters regarding qualification of bids. Subsequent to correspondence with the respective bidders, the decision of Tender Committee will be final.
- 13.3 All responses to requests for clarifications shall be in writing and shall be presented to the Company through e-mail or in a sealed envelope on or before the given date requested by the Company. If the Technical clarifications sought by the

Company do not reach the Company on or before due date, the Bid will be rejected.

- 13.4 The comparison of all the Bids shall be carried out with reference to the scope of work as per the technical specification. Any deviation / omission shall be evaluated at highest quoted price of the deviation / omission quoted by any of the Bidder. In case a separate price (for omission) is not given by any other Bidder, a reasonable price of the same shall be taken & the same shall be binding to the Bidders.
- 13.5 The commercial deviation, if any, shall be loaded to bring all the Bids at par. The loading shall be carried out at an interest rate of 2% above PLR of SBI.
- 13.6 A Bid to be substantially responsive shall be one which on evaluation confirms to all the terms, conditions and specifications of the Bid documents without any material deviation or reservation.
- 13.7 For the above referred purpose, a 'material deviation' shall be one which:
- (a) Affects in any substantial way the Scope, Quality or performance of the Contract, or
 - (b) Limits in any substantial way and in a manner inconsistent with the Bid documents, GIPCL's right or the Bidder's obligations, under the contract, or
 - (c) Rectification of it would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

14. RIGHT OF REJECTION OF TENDERS

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

15. AWARD OF CONTRACT

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

16. CONTRACT PERIOD

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

17. CONTRACTOR'S OBLIGATIONS

• DEPLOYMENT OF EQUIPMENT / MACHINERY

- (i) The Contractor shall **Own / Possess** the following Equipments / Machinery for deployment at site for timely & satisfactorily execution of the works under the Contract:
- Minimum 1 No. Dozer D-80 (Model: D-80 or equivalent)
- (ii) The Contractor shall deploy sufficiently skilled Dozer Operators having a valid Driving License of respective Earth Mover category and HMV / HCV category.
- (iii) At the time of deploying manpower, the Contractor shall strictly comply all the applicable labor laws/Acts norms including but not restricted to the age of the workers, women workers and shall also ensure that a police verification and security check for all the workmen / labour engaged at the GIPCL site is done and necessary documents regarding the same shall be submitted to the GIPCL's authorized representative/officer-in-charge. Any default in complying with the same or any misrepresentation regarding compliance of the same shall compel GIPCL to initiate appropriate civil or criminal proceedings regarding the same.
- (iv) The Contractor shall also comply with the safety requirements and provide his workmen/labour with safety equipment like safety shoes, safety helmets, safety shoes masks, gum boots, a uniform and other necessary PPEs for properly undertaking the operations involved under this contract. Following are also to be issued:
- (v) Contractor shall nominate / authorize senior experienced person in writing as Site In-charge to co-ordinate with GIPCL's Engineer and who shall bear overall responsibility for performance of the Contract. Such person shall remain always available at site or site office allotted to the Contractor at SLPP site. Contractor has to submit the authority letter and documentary proof for the same.
- (vi) The Contractor shall appoint Supervisors who shall co-ordinate with GIPCL's Engineer In-charge for daily entrusted job. They have to maintain daily records duly signed for the works carried out and duly certified by Engineer-In-Charge. The Contractor in co-ordination with the Engineer-In-Charge shall ensure the availability

of adequate manpower / machinery / equipment 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.

- (vii) During execution of the works, one or more jobs may be required to be done simultaneously and the Contractor shall mobilize additional resources accordingly.
- (viii) During emergency or similar situations the Contractor shall be required to mobilize resources as per need within the period of four (4) 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.

18. CLARIFICATION OF BIDDING DOCUMENTS

If any Bidder requires any further information or clarification in the Bidding Documents, may notify the Company before one week of last date of submission of online Bid, in writing or by E-mail at the GIPCL's mailing address rajeshsingh@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.

19. TIME SCHEDULE

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

20. UNDERSTANDING AND CLARIFICATION ON DOCUMENTS AND 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.

21. PAYMENTS

All the payments against the Work Order shall be in Indian currency and payable through cheque only.

22. POINTS TO BE CONSIDERED DURING QUOTING ONLINE PRICE BID

- a. The Schedule of Rates (SoR) shall be read in conjunction with Instructions to Bidders, General Conditions of Contract, Special Conditions of Contract and Technical specifications.

- b. The quantities given in the Schedule of Rates (SoR) are estimated and will be made as per actual work carried out as per the rates of Work Order.
- c. The method of measurement of completed work for payment shall be in accordance with the method of measurement specified in the Tender document
- d. No separate amount shall be payable for use of auxiliary equipment incidental to or in day to day operation in the course of fulfillment of contractual obligation of the supplier.

Note: Interested Bidders are requested to submit the online tender at least two days in advance from the due date set for Online submission of Bid in order to avoid non-participation in e-Tender due to probable technical problem in (n)Procure portal.

23. QUANTITIES

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

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

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

SECTION - B

INSTRUCTIONS TO BIDDERS FOR ONLINE TENDERING

1. Tender document is available only in electronic format. Bidders can download free of cost from the (n)Procure portal (www.nprocure.com).
2. All Bids i.e. Pre-Qualification / Techno-commercial bid (Part-1) and Price Bid (Part-2) shall be submitted Online through the (n)Procure portal (www.nprocure.com). Part-1 may be submitted in physical form but Part-2 shall be submitted **online only**. Physical submission of Price Bid will not be entertained. Also no fax, e-mail, letters will be entertained for the same.
3. Following should be submitted 'off-line' in sealed covers separately during dates & time set in 'NIT' at our Office at Village: Nani Naroli, Taluka: Mangrol, Dist.: Surat - 394 110, Gujarat:
 - Tender Fee,
 - EMD,
 - Supporting Documents for Technical Bid
4. Bidders who wish to participate first time in Online tenders will have to register their firm at GIPCL-SLPP by applying for registration through 'Vendor registration option' available in the website - <http://etender.gipcl.com/> at least before five (5) working days from the due date set for Online Bid participation. GIPCL will not be held responsible in case of late submission for Vendor registration. Bidders shall fill the online vendor registration form and submit it online. GIPCL will create 'Vendor Code' which will be used as user ID for online participation in GIPCL's tenders. Both vendor code (user ID) and password will be generated automatically and will be sent by auto generated e-mail to Bidder's official e-mail account as provided by Bidder in vendor registration form.
5. To participate in e-Reverse Auction, Bidders have to create e-Auction USER ID on <https://e-auction.nprocure.com> and it is mandatory to submit the same along with physical Techno-commercial Bid; so that the Bidder shall be allowed to participate in the e-Reverse Auction.

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 **Five percent (5%) of the "Total 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 Ahmadabad Mercantile Co-operative bank Ltd., The Mehsana Urban Co-operative Bank Ltd, Nutan Nagrik Sahakari Bank Ltd in the format attached in **SECTION-F**, and it shall guarantee the faithful performance of the 'Contract' in accordance with the terms and conditions specified in these documents and specifications. Contract security deposit shall be submitted strictly within twenty one days from the date of Lol or work order, whichever is earlier. The guarantee shall be valid up to retention period of 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 (Security deposit) shall be returned to the Vendor / Contractor without any interest at the end of the Retention Period after the completion of Contract and on fulfilling contractual obligations throughout the retention period. However, any delay in submission of initial SD will result in equivalent late release of entire SD after guarantee period.

2. PENALTY AND RECOVERY:

- (i) In the event the Contractor causes undue delay in performance or the performance is unsatisfactory causing harm to the plant and property of GIPCL, then in such a case, GIPCL (Engineer In-charge) shall be entitled to levy a penalty on the Contractor at the rate of 1.5 times of the item rate up to a maximum of 5% of the Total Contract Price. The said penalty amount may be recovered either from the monthly invoices or the Security deposit.
- (ii) In addition to and without prejudice to the above, GIPCL shall also have the right to get the affected work completed by a third party or agency at the risk and cost of the Contractor/ and the Contractor shall be liable for any differential amount in the Contract price.
- (iii) In case of any damage of equipment/machinery 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 5% of the Total Contract Price. Recovery will be affected from the monthly bills and security deposit.
- (iv) If the Contractor fails to execute the work as per directions of Engineer In-charge within the time frame given in work order and / or day to day instructions given by

Engineer In-charge, GIPCL shall get the work done by third party at the risk & cost of the Contractor with 15% additional overhead charges of GIPCL.

- (v) The ascertainment of the cause of the damage shall be done by the GM (SLPP) and his decision in this regard shall be final.
- (vi) The decision of the Engineer In-charge as regard the amount of damages to be recovered from the Contractor shall be final.
- (vii) The aforesaid amounts of Penalty and Damages shall be recoverable from the monthly invoices of the Contractor or the Security deposit. If the amount of damages recoverable from the Contractor exceeds the total of invoices and/or Security deposit amount, then the Contractor shall become liable to pay the same to GIPCL and GIPCL shall be entitled to initiate appropriate proceedings against the Contractor for the same.
- (viii) Tentative Penalty shall be imposed to Contractor for various instances as follows:
 - Non availability of the following equipments / machinery although due intimation in advance:
 - Dozer D-80 / Un-Satisfactory work: **₹ 5,000 per Day in case of non-availability**
 - Absence of Site In-charge / Supervisors, without prior information for leave and/or any intimation to GIPCL's Engineer In-charge: **₹ 500 / day / person** (except being his weekly off)
 - Un-safe work execution: **₹ 750 per day per Instance**
 - Damage to GIPCL equipment / machinery: Up to satisfaction of **or Free Replacement / repair or 1.25 times** the cost GIPCL shall incurs in repair / replacement
 - In-spite of repeated instruction, if any worker found without safety appliances like Safety shoe, Safety helmet (inside the plant premises) or any other Safety gear which he is required to wear considering his job location, Necessary action shall be taken against that particular workmen like not allowing him in to plant premises etc. Also, a token amount of **₹ 100/- per day** would be deducted as per the discretion of Engineer In-charge / Safety Officer.
- (ix) The maximum total Penalty which shall be deductible considering all above instances shall be limited to 5% of the Total Contract Price.

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 and in case Contractor fail to complete the job, GIPCL shall recover from his bill, Security Deposit and / or whatsoever for expenses incurred to complete the job with additional 15% overhead charges.

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

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

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/- Lac, a person having a position equivalent to a Retired District Judge shall be appointed; for the claim higher than Rs. 25/- Lac and up to Rs. 100/- Lac, the same shall be referred to a Retired High Court Judge and for a claim exceeding Rs. 100/- Lac, 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. E.C. 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. 11 herein under.

10. STATUTORY REQUIREMENTS

A. COMPLIANCE OF LABOUR LAWS

- 1. The Contractor shall at his own cost comply with the provision of labour laws, rules, orders and notifications whether central or state or local as applicable to him or to this contract from time to time. These Acts/Rules include without limitation of the followings.
- 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 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 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&A 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 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 challan 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 Labour Act, Employee Compensation Act and PF Act (Code no. to be mentioned) and submit the copy of registration certificate and should possess the same from the date of commencement of work, failing which the contract is liable to be cancelled. The E.C. Policy copy should be submitted to the GIPCL before commencement of the work and Labor License should be obtained within one week from the date of issue of form-V. Contractor should apply for Form-V immediately after receipt of Lol. 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 above 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 premises of the GIPCL and carry match box / lighter or any other explosive and /or inflammable material inside the plant.
5. Contractor shall abide by all the statutory rules and regulations like P.F., Labour Laws etc.
6. Contractor shall issue an appointment order to each casual workman stating therein the nature of job to be performed by him and fix time for which the concerned workmen are likely to be deployed. Contractor shall also issue a temporary identity card specifying the period for which the workmen has been deployed.
7. Contractor is fully liable for the persons engaged by him for above work; however, GIPCL reserves the right to deduct any amount legally justified towards any liability not fulfilled.
8. Contractor shall indemnify GIPCL from any liabilities arising out of the employment of the manpower.
9. If the Contractor fails to complete the allocated job within specified time frame, GIPCL shall get the work done by third party at the risk and cost of Contractor.

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

The Contractor shall provide an insurance coverage (Medical + Death Benefit) for sum of Rs. 1 Lac to all his workmen / labour deployed at GIPCL-SLPP site for the accident taking place anywhere outside the Company premises or at any place when the workman is not in course of his employment.

12. PAYMENT OF WAGES

Contractor shall be responsible for compliance of all statutory rules, regulation, act enforced from time framed by the government such as Factory Act, Employee Compensation Act, payment of 'Wages Act', Minimum Wages Act, Provident Fund Act, Payment of Bonus Act, Labour Law Act, maternity benefit act 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.

13. 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.

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.

16. GENERAL SAFETY CLAUSES:

1. The Contractor shall observe and comply, with regard to his workmen working at the SLPP site, the safety norms as per the safety operating standards.
2. The Contractor shall ensure that his workmen are informed and trained regarding the safety standards to be adopted while operating within the SLPP Plant & Mines premises and the Contractor shall brief them regarding the same and use of the Personal Protective Equipment ('PPE').
3. The Contractor shall issue safety shoes and safety helmet of IS standard to all his workmen immediately on execution of the work and the Contractor shall ensure that his workmen wears the protective equipments at all times during the work operation. Brand name for safety shoe & safety helmet shall be suggested by safety representative of SLPP site.
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 shall nominate one Safety Officer with required qualification for supervising the daily job/ shutdown jobs for observing and maintaining the safety aspects at site. He is solely responsible for any safety measures during maintenance work. He has to ensure that all the workmen working at site are equipped with essential PPE's and proper safety arrangement is made at the SLPP site.
11. After mobilization of any tools & tackles to site, which includes chain pulley blocks, D-shackles, wire ropes, winch machines, Mobile crane, Hydra etc. shall be offered for inspection with all above statutory test certificate before using at site for any work. They should use all tools and tackles only after certification by GIPCL representative/safety officer.
12. When working at height, working on ceiling or roof covered with fragile materials, full body harness safety belt, ladders and crawling boards shall be used to prevent accident. Further, during working on height, Contractor should arrange proper scaffolding of still pipes, safety net, full body safety belt, fall arrestor system etc. Advice and instructions of engineer in charge/ safety in charge shall be strictly complied with in this regard. All necessary safety precautions shall be taken by the Contractor to prevent accident and personnel injuries while working on height.
13. Flash back arrestors made of reputed manufacturer shall be provided on cutting torch, on DA cylinders and on O2 cylinder. Cylinder caps also required for handling the cylinders at the work at height area. Gas cylinders shall be transferred through gas cylinder trolley only with cylinder cap and stored up right (vertical) position only. All gas cylinders shall be hydro tested / certified as per gas cylinder rules 2004. Gas cylinders shall be stored, handled as per gas cylinder rules 2004.
14. All vehicles shall be operated by licensed drivers only. All vehicles' PUC to be tested as per Government approved RTO guidelines. All Vehicles must be parked in Parking space designated by GIPCL. If any vehicle is found inside the plant premises other

than the parking area such vehicles shall be handed over to Security dept. and their entry shall be cancelled for movement inside the plant premises with immediate effect.

15. All electrical equipment shall be in good condition and free from any defect. Electrical tools & equipments i.e. welding machine, grinding and drill machine etc. may be checked by the electrical engineer of the Contractors regularly, every six month at least and report to be submitted to concerned HOD and safety dept.
16. During hot work, Contractor will use fire curtains like asbestos sheets or fire blankets to prevent falling and spreading of sparks and hot material on and around the work area. Contractor will procure and use such items. ELCB / RCCB shall be provided with rating of 9-30 milli-amperes on welding machine and all portable power tools.
17. The Contractor shall fill – up Incident notification form (S-I), Incident Investigation form (S-II) and near miss report within time limit as specified in forms, if any accident, Incident, near miss occurred while working at SLPP site.
18. Major AMC / ARC Contractor (Where the man power strength is more than 50 and above) should appoint / nominate one qualified safety officer and he shall be responsible for addressing all the safety related aspects of execution of contract jobs and he will in close co ordination with safety officer of SLPP and attend all safety related meeting such as safety committee, on job safety training etc. Where the Contractual man power is less than 50, the Site In-charge of the Contractor will act as a Safety Officer and he will perform all the duties of safety officer as mentioned above.
19. No loose connection / joints allowed in electrical cables during performance of any kind of job.
20. Safety shoes to be issued to female employees also.
21. All the vehicles shall be fit as per RTO guidelines and valid fitness certificate is required as per RTO guidelines.
22. The Contractor's nominated safety officer shall be imparted regular on-job safety training like tool-box talk etc. and submit a record of such training in safety dept, respective dept and HR&A dept.
23. The Contractor shall comply all the new requirements related with safety as informed by the HOD / Safety department from time to time.
24. Penalty to be imposed for Violation of safety norms is proposed as follows:-

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

Category	Classification	Examples / Cases	Penalty
A	PPEs Related	Working without shoes, dust mask, gloves, safety goggles 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. 2,500/- 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	<ul style="list-style-type: none"> Suspend the entry gate pass for one week. After two suspensions his gate pass will be cancelled.

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

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

17. **GENERAL TERMS AND CONDITIONS:**

- All Equipment / Machinery, Tools & Tackles, Labour, 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.
- 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.
- If the work is not found satisfactory, Engineer In-charge reserves the right to take suitable action.
- Contractor shall depute full time independent experienced Site In-charge / Supervisor at site. They shall co-ordinate with GIPCL Engineer In-charge and shall bear overall responsibility of contract including supervision. Inspection, Billing etc. Such person shall function from Site office of Contractor at SLPP.

- e. Contractor shall strictly follow the existing work permit system of GIPCL and any future revisions.
- f. 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.
- g. The Contractor has to do the job timely. GIPCL shall not compromise in delay. In case of delay of work without any valid reason, the GIPCL reserves the rights to carry out the work by deploying other agencies at the risk & cost of Contractor with additional 15% overhead charges.
- h. Contractor shall mobilize the resources as per need 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.
- i. Contractor should mobilize all resources for efficient & smooth execution of contract within seven days from the date of issue of Letter of Intent / Work Order.
- j. The prices / item rates quoted shall remain firm till completion of the contract and any agreed extensions thereafter and shall not be subject to any escalation, idle charges for labour, machinery, overhead expenses etc. due to any reason whatsoever. No price escalation / idle charges shall be entertained due to delay in work on unavailability of work front, unavailability of Contractor's supervisor, violation of safety rules, and unsafe act by any of Contractor's worker, negligence & ignorance of safety & quality instructions of GIPCL Engineer-in-charge or any other reason whatsoever.
- k. 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 (as per clause no. 17 above) and/or termination of contract.
- l. One or more jobs may be required to be done simultaneously and Contractor shall mobilize additional resources accordingly.
- m. 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 labour / machinery / equipment is deployed for the same.
- n. 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.
- o. 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.

- p. 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.
- q. 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.
- r. GIPCL shall impart Safety training to the Dozer Operator(s) in phased manner, considering their working in Mines area, and relevant safety aspects / use of safety PPEs pertaining to it. Contractor shall instruct the operators / drivers for attending the training sessions by them, as and when informed.

18. CONTRACTOR'S SUPERVISION

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

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

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

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

19. WORK MEASUREMENT / CERTIFICATION

On daily basis, the Contractor shall take the certification form GIPCL Engineer In-charge regarding daily work carried out in line with the tender and as per GIPCL engineer instructions, this daily certification of measurement of work shall be the basis of processing your monthly bill. For Package (A) of Tender, the weighment of the Ash disposed / dumped at specified locations of Mines pit on day to day basis shall be the basis for the Operation of Dozer. The Contractor shall have to doze / level / compact the dumped Ash on day to day basis and the certification for Dozer operation shall be based on the complete dozing of the previously dumped Ash and the platform / any location (Ash dump-yard) shall be physically verified for proper leveling / compacting by Engineer In-charge before the said certification. The weighment at AHS Weigh Bridge shall be treated as actual quantity of Ash disposed / dumped. If Weigh-bridge is out of order, the average weight derived by previous record or the decision taken by the Engineer In-charge in this regard, shall be considered as the quantity of Ash dumped in the mines pit for dozing and dozing/compacting/Leveling of the same shall be considered for work certification. For Package (B), the actual measured (and certified by Engineer In-charge) Dozer Run Hours shall be considered for work measurement / certification.

20. 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.

21. 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.

22. 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.

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

SECTION - D

SPECIAL CONDITIONS OF CONTRACT

1. DETAILED SCOPE OF WORK:

1.1. Package - A: Dozing / Compacting / Leveling of Ash and other works at pre-designated locations of Mines pit:

GIPCL Power plant generates Fly Ash & Bed Ash which is suitable for manufacturing bricks, paving blocks, hollow blocks, etc. The nearby local land losers / brick manufacturers lift entire quantity of ash from power plant for their use. When there is heavy rainfall, these local customers do not lift ash from Power plant. But in case of intermittent rain fall, these local land losers / brick manufacturers lift only their required quantity of ash. The Scope of Work here shall be to Doze / Compact and Level the disposed quantity of Ash at pre-designated locations of Lignite mines pit on day to day basis, as and when required. The estimated quantity of Ash which may be required to be disposed and hence subsequently dozed/compacted/leveled at mines during the proposed Contract period shall be as per the Section E – Schedule of Quantities and Price. This quantity may increase or decrease, which shall depend upon the frequency & volume of rainfall. If there is intermittent rain fall & volume of rain is less, the estimated disposal quantity may be very less.

The Scope of Work shall cover Hiring of Dozer D-80 or of equivalent capacity on **Metric Tonne (MT)** basis for following:

- During the monsoon period *and* any other lean period during the Contract period at any time, Fly Ash / Bed Ash will be transported to Lignite mines for dumping purpose. As soon as Ash is unloaded at site, it is to be dozed & leveled immediately.
 - Arrangement of water hose and spraying of water for compacting the dozed ash, as and when required or as instructed by Engineer-in-charge.
 - The delay in Dozing of ash will block the approach area for further Transportation & Unloading at designated point. So, it is very much essential to keep the dozer in running condition for quick action.
 - It may be noted that, the Contract will operate **as & when required basis** which mainly depends upon volume & frequency of rainfall or any other requirement. By any reason, if Contract is not executed or partly operated, GIPCL shall not be responsible for any type of idle charge.
1. The weighment for the actual Ash disposed / dumped at the below specified locations of Mines pit shall be done at GIPCL's AHS Weigh-bridge.
 2. If at any point, the Weigh Bridge is found in-operative or out of order, average weight transported of previous one month will be considered for billing purpose.
 3. While executing the contract, if any legal situation, local litigations, etc. arises, it will be the responsibility of Contractor to manage amicably without any financial burden to GIPCL.

4. During execution of contract, Contractor has to follow safety norms, legal / statutory compliances, etc. as applicable time to time.
5. Followings are the pre-designated locations of Lignite Mines pit / any other locations where Contractor shall have to execute the work :
 - One way distance of 2 ± 1 km away from Fly Ash Silos – 3,4.
 - One way distance of 5 ± 1 km away from Fly Ash Silos – 3,4.
 - One way distance of 8 ± 1 km away from Fly Ash Silos – 3,4.
 - One way distance of 11 ± 1 km away from Fly Ash Silos – 3,4.
6. The total estimated quantity of Ash to be disposed that shall have to be subsequently dozed/compacted/leveled, during the Contract, shall be as specified in Section – E. The quantity of ash may vary depending on the performance of the plant, volume of Rain fall, the off take of Ash by the local land losers / brick manufacturers etc. If the rainfall shall be less, Company shall allow to the local land losers / brick manufacturers only to lift the ash, as much quantity as they will lift. No any request regarding the idle charges of machineries / equipments due to any reason whatsoever shall be entertained by GIPCL.

1.2. Package-B: Pushing / Lifting of Lignite, Limestone, Lignite stock pile compaction at in-plant and ELHS stock pile area & other miscellaneous works:

The Scope of Work shall cover Hiring of Dozer D-80 or equivalent capacity on **Running Hour** basis for following:

- The compaction of lignite / limestone at in-plant, out plant and ELHS stockpile layer wise.
- Pushing of Lignite and Limestone at in-plant stockpile, out plant stockpile, ELHS stockpile and at feeder breaker end.
- For lying of conveyor belt and lifting of take up counter weights in Maintenance work and any other jobs as per the requirement.

Note: Considering the case of Dozer break-down and parallel work requirement for Package A and Package B, and parallel work to be carried out at different locations of Mines pit, Contractor may have to arrange additional Dozer (model D-80 or equivalent dozing capacity), at GIPCL–SLPP site, without any cost implication to GIPCL.

Followings shall form the part of **Scope of Work for both Package - A and Package – B** for the Contractor:

1. The Dozer of model D-80 / equivalent equipment deployed at Site shall be equipped with an Hour Meter for measurement of the Running Hours for the Operation of Dozer. Further, the Dozers shall be retained at Site till the completion of work assigned by Engineer In-charge, on day to day basis.

2. In normal day, Contractor shall keep Dozer from 8:30 am to 5:30 pm. However in case of urgency, Contractor shall make the Dozer available in one hour notice other than above time, if required so.
3. Contractor shall get all the vehicles deployed by him at site, verified by Engineer In-charge for the healthiness of vehicles at the interval of every three (3) months.
4. Contractor shall mobilize the replacement for all the vehicles deployed by him at site, immediately on any breakdown of the respective equipment / machinery.
5. The mobilization of Dozer between intermediate locations of Mines, where the Dozing of Ash shall have to be carried out as per the Scope of Work of Contract, or the mobilization of Dozer from any AHS locations to LLHS locations and vice versa shall not be payable to the Contractor and shall be in Contractors' scope. The Contractor may consider tentatively 10 Nos. of such mobilization of Dozer per Annum (approx. 4 hours of Dozer running per to & fro mobilization) for execution of inter-departmental scope of work (between Package – A and Package – B)
6. While executing the contract, if any legal situation, local litigations, etc. arises, it will be the responsibility of Contractor to manage amicably without any financial burden to GIPCL.
7. During execution of contract, Contractor shall follow all the safety norms, legal / statutory compliances, etc. as applicable time to time.
8. Contractor has to designate a person as a supervisor to look after and coordinate the daily activities. The supervisor shall report to concerned Engineer In-charge of GIPCL and get the job certified on daily basis. The daily reports duly certified by GIPCL Engineer In-charge shall be submitted along with the monthly bill and the payment shall be made on the basis of the same.
9. Mobilization period: Initial mobilization period from the Date of Award of Contract shall seven (7) days. If the Contractor fails to mobilize sufficient resources to complete the job in time, GIPCL may execute the job through other agency at the risk and cost of the contractor.
10. All statutory requirements applicable for working in Power Plant and Mines area shall be adhered to and followed.
11. On completion of work, the Contractor shall promptly demobilize from the site and leave the place in a manner as directed by the OWNER / Engineer In-charge, including cleaning of the area.
12. Contractor shall report to Ash Handling department for Package-A. pertaining to any issue regarding the Dozing of Ash at pre-designated locations of Mines pit and LLHS department for Package-B pertaining to any issue regarding the Dozing of Lignite/Coal and other works
13. No damages to GIPCL property or any public property shall be admissible.
14. All tools and plants and consumables shall be in the scope of contractor.

• **SPECIFIC REQUIREMENT**

Contractor shall submit copies of the following documents immediately on Award of Contract:

- ❖ Suitable / Valid Driving licenses for Dozer Operators (suitable Earth mover category).

- ❖ R.C. book of Vehicles deployed at site.
- ❖ Valid Insurance coverage of Vehicles deployed at site.
- ❖ Valid Fitness certificates, if applicable, of Dozer(s)
- ❖ Valid P.U.C, if applicable, of Dozer(s).
- ❖ Vocational Training certificate issued under VT rule

- **Under - performance of work:**

The daily operating hours may be from **07:00 am to 09:00 pm** in critical times. Contractor shall have to doze / compact / level the dumped Ash or push / lift / compact Lignite, as and when required, as directed by Engineer In-charge, by 9:00 pm of the respective day. If the Contractor shall not be able to achieve the above, as per requirement, by 9:00 pm of the particular day, and especially for Package – (A), if Ash dumping shall be hampered, it will be considered as Under performance and GIPCL shall be free to deploy any other party to get the work done at the risk and cost of Contractor. **In case of such urgency, Contractor shall be prepared with the required resources for the Dozing / compacting / leveling of up to 1,500 to 2,000 MT of Ash per day.**

If Contractor Under performs as above for more than five (5) times in a Fortnight period, GIPCL reserves the authority to terminate the Contract immediately and forfeit the Security deposit of the Contractor.

1.1 FAILURE DURING EMERGENCY

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

1.2 TO REMEDY DEFECTIVE WORK

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

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

1.3 PRICE & RATES

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

The quoted rates by the Contractor shall be firm throughout the Contract period and no any escalation shall be paid to Contractor subject to any escalation in prices, idle charges for equipment / machinery, labour, overhead expenses etc. No price escalation / idle charges shall be due to any reason whatsoever. 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 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.

1.4 TERMS OF PAYMENT

A. Conditions of Payment:

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

- (i) 100% of monthly RA bill along with 100% taxes shall be released against the work executed duly certified by GIPCL, Income Tax (IT) will be deducted at source from monthly RA bills as per the rules in force.
- (ii) Security deposit at 5% of Total 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.

(iii) GST shall be paid along with bills after fulfillment of following terms:

- (a) Submission of copy of registration certificate issued by GST Authority (to be furnished only once).
 - (b) Citing the GST Registration no. And the date of Issue of Registration certificate on invoices.
 - (c) Claim of GST amount with percentage (%) separately shown on the invoices.
 - (d) The Contractor shall be required to submit the proof of payment of GST in previous month/quarter, as may be applicable as & when demanded by GIPCL/Owner/company.
 - (e) The Bidder shall inform the Owner in the event of its registration certificate is cancelled or discontinued for whatsoever reason.
- (iv) At the time of submission of the first monthly RA Bill, the Contractor shall submit a certificate from Engineer In-charge regarding availability of required equipments machineries with due healthiness, other required vehicles etc at site. The Contractor shall also furnish the checklist as per Annexure in SECTION - F enclosed with the SECTION - F of tender document along with the RA Bill of respective month.
- (v) The Contractor along with monthly RA Bill shall submit copy of P.F. Challan, Xerox copies of wages register of previous month, Xerox copies of attendance sheet of respective month & copy of ECR statement indicating the employee and employer's P.F contribution of previous month with respect of employees employed by him for the contract at GIPCL site.
- (vi) The Contractor shall submit his Final Bill within a period of three months of the expiration or earlier termination of the contract or any extensions that may be granted by GIPCL to the Contractor. GIPCL shall not entertain any bill for any work item after expiration of period of three months.
- (vii) The Contractor shall include all his claims in the Final Bill submitted by him and accordingly the final bill submitted by the Contractor shall be deemed to be inclusive of all and whatsoever the claims that the Contractor may have from GIPCL. The Contractor shall not be entitled to claim any amounts which are not mentioned in the Final Bill and the Contractor shall be deemed to have waived any claims not mentioned in the Final Bill and shall not be entitled to recover the same from GIPCL subsequent to the submission of the Final Bill on any account and GIPCL shall stand absolved of all its liabilities in respect of any such claims not raised by the Contractor in his Final Bill.

B. Validity and Uniformity of Rates

The rates shall be firm and valid for the period of two years of the Contract Period.

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

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

- **Measurement sheets along with joint record of work done in the form of joint inspection report** duly signed by authorized representative of Contractor and GIPCL Engineer.

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

1.6 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 as per Performa, in case of Final bill.
- (iii) No claim - No arbitration certificate as per Performa, after release final bill payment.

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

1.7 MOBILIZATION AND EXECUTION

- a. Contractor shall mobilize the resources at site within 4 hours from the time the intimation given by GIPCL.
- b. Contractor shall provide required separate & independent site supervisors who will be responsible for supervision and execution of job in specified time with respect to quality, specifications, site preparations, safety, co ordination with GIPCL, joint measurements, etc. The supervisors shall coordinate with the Engineer In-charge of GIPCL for proper execution of the job.
- c. The resources required for execution of above jobs will vary from time to time, hence Contractor shall mobilize the resources accordingly.

1.8 QUANTITY OF WORK

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

In case, contract quantity / amount exhausted before completion of contract period, GIPCL reserve the rights to increase the quantities or contract amount for successful completion of entire contract period. Contractor shall responsible to complete the particular job up to entire satisfaction of Engineer In-charge. The item rates remain firm & unchanged till completion of the contract and any agreed extensions thereafter and shall not be subject to any escalation, idle charges for labour, machinery, overhead expenses etc. for any reason whatsoever. The quantum of work of individual item may be up to any extent depending upon requirement. However, item rate remains unchanged. Under this contract, Contractor has to execute all work as per the Plant requirement.

1.9 GENERAL CONDITIONS OF CONTRACT

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

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

SECTION - E						
SCHEDULE OF QUANTITIES AND PRICE						
Biennial Service Contract (BSC) for Hiring of Dozer of D-80 Model or equivalent for: (A) Dozing / Compacting / Leveling of Ash and other works at pre-designated locations of Mines pit / any other location and (B) Pushing / Lifting of Lignite, Limestone, Lignite stock pile compaction at in-plant and ELHS stock pile area & other miscellaneous works at Surat Lignite Power Plant – 4 x 125 MW, Unit # 1 to 4 (Contract Period: 2020-22)						
Sr. No.	Job Description	Detailed Scope of Work	UoM	Total Annual Qty.	SoR (₹) (excl. GST)	Annual SoR Amount (₹)
A. Hiring of Dozer of model D-80 or equivalent capacity for dozing / compacting / leveling of Ash and other works at pre-designated locations of Mines pit / any other location						
	Operation of Dozer (model D-80 or equivalent) for dozing / leveling / compacting of Ash	as detailed in SECTION - D above	MT	162,000	13.66	2,212,920
B. Hiring of Dozer of model D-80 or equivalent capacity for Pushing / Lifting of Lignite, Limestone, Lignite stock pile compaction at in-plant and ELHS stock pile area & other miscellaneous works						
	Operation of Dozer (model D-80 or equivalent) for pushing / lifting / compaction of Lignite / Limestone	as detailed in SECTION - D above	Run Hours	600	1,502.67	901,602
sub-Total: Total Annual Estimated amount (excluding Contractors' Service Charge & GST) (₹)						3,114,522
Grand Total: Total Biennial Estimated amount (excluding Contractors' Service Charge & GST) (₹)						6,229,044
Grand Total: Total Biennial Estimated Contract value (excluding Contractors' Service Charge & including 18% GST) (₹)						7,350,272
Note: The rates shall include all equipments, machineries, vehicles, supervision, labour cost, consumables, tools, tackles, all taxes & duties (excluding GST)						
<p>My Rates are as under:</p> <p>AT estimated value</p> <p>OR _____ % (percentage) ABOVE the total estimated value</p> <p>OR _____ % (percentage) BELOW the total estimated value</p>						

SECTION - F

LIST OF ANNEXURE & FORMS

1.0 ANNEXURE - A

CHECKLIST TO BE SUBMITTED ALONG WITH MONTHLY INVOICE

(BIENNIAL SERVICE CONTRACT)

For month of: _____

- 1) Work Order/ P.O. No. & Contract value : _____
- 2) Nature of work : _____
- 3) Duration of Work Order : _____
- 4) Maximum number of manpower : _____ per day deployed in the month
- 5) Details of Labour License : _____
- 6) Details of W.C. policy : _____
- 7) Documents attached for verification for the previous month:
 - Wage & Attendance sheets Yes / No
 - P.F. Challan Yes / No
- 8) Documents attached for verification:
 - Bonus payment register Yes / No
 - Leave wage register Yes / No
- 9) Security Deposit lying with Company: Yes / No
If Yes, ₹ _____

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

District: Surat

Pin code- 394 110

Gujarat

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/warranty period of Months under the said LOI/Order equivalent to.....*..... (Percent) of the said value of the order to the purchaser

(Name & address of Bank)

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

aforesaid at any time up to (days/months/year) **. Without any demur, reservations, contest, recourse or protest and/or without any

reference to the CONTRACTOR. Any such demand made by the Purchaser on the bank shall be conclusive and binding notwithstanding any difference between the Purchaser and CONTRACTOR of any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

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:

Note:

* This sum shall be **Five Percent (5%)** of the Order Price.

** The date will be the date of end of the Warranty period as specified in the order

+ In case of Foreign Bank Guarantees, the same shall be routed through their correspondent Bank in India.

- The stamp papers of appropriate value shall be purchased in the name of Guarantee issuing Bank.

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

District: Surat

Pin code: 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 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.

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

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

.....

(Signature)

.....

(Name)

Designation with Bank stamp:

Attorney as per Power of
Attorney No.

Dated

Notes:

1. The stamp papers of appropriate value shall be purchased in the Name of Guarantee Issuing Bank.
2. Bank Guarantee for EMD Validity period shall be 180 days.

4.0 ANNEXURE - D

PERFORMA CERTIFICATE

(No claim, No arbitration)

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

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

For, M/s _____

Signature, Stamp and date

5.0 ANNEXURE – E

SCHEDULE OF DEVIATION FROM GENERAL AND TECHNICAL SPECIFICATIONS

All the deviations from the general and technical specifications 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 OWNER's General/ Technical 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 OWNER's General /Technical Specifications, then the latter shall govern and will be binding on the BIDDER for quoted price.

Company's Seal

Signature

Name

Designation

Company

Date

6.0 ANNEXURE – F

(To be submitted on Company's Letter Head)

Declaration for Contractual Disputes/ Litigations

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

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

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

Signed and Stamped by the
Authorized Signatory
Of the Bidder