

Rate Contract for “Lifting and transportation of Spilled lignite and Limestone from Various locations of LLHS” for 2 years period at GIPCL - Surat Lignite Power Plant.
Tender No: SLPP/LHS/SLT/2021-23



GUJARAT INDUSTRIES POWER COMPANY LIMITED

Regd. Office & Vadodara Plant:
P.O.: Petrochemicals,
Dist.: Vadodara 391346

Surat Lignite Power Plant:
Village: Nani Naroli, Tal.: Mangrol,
Dist.: Surat 394112

Tender Documents for “Rate Contract for Lifting and transportation of Spilled lignite and Limestone from Various locations of LLHS” for 2 years period at Surat Lignite Power Plant

E-Tender No. - 2100064

Rate Contract for “Lifting and transportation of Spilled lignite and Limestone from Various locations of LLHS” for 2 years period at GIPCL - Surat Lignite Power Plant.
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NOTE: All the Bidders should study entire Tender documents carefully & may carry out Plant visit before quoting & submitting their online Bid to understand scope of work and its importance.

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NOTICE INVITING TENDER (NIT)
TENDER NO.: SLPP/LHS/SLT/2021-23 / E-Tender No: 2100064

Name of work	Lifting and transportation of Spilled lignite and Limestone from Various locations of LLHS” for 2 years period at Surat Lignite Power Plant
Place of work	Surat Lignite Power Plant, Village: Nani Naroli, Taluka: Mangrol, Dist.: Surat- 394112 (Gujarat).
Quantity	The successful Bidder will be awarded this contract involving total quantities of Lignite & Limestone lifting & transportation.
Contract period	24 Months
EMD	Rs. 16,000/- by Demand Draft payable at Mosali-Surat/Nani Naroli/Surat or Bank Guarantee in favor of GIPCL from approved Banks mentioned in this tender in subsequent clauses OR through RTGS or online payment gateway of company’s website: www.gipcl.com (online Payment Form) as per details mentioned herein under clause no. 7 of Instructions to Bidders.
Cost of tender document / tender fee	Rs. 2950/- by Demand Draft in favor of GIPCL payable at Nani Naroli OR through RTGS or through online payment gateway of company’s website: www.gipcl.com (online Payment Form) as per details mentioned herein under clause no. 7 of Instructions to Bidders.
Availability of online e-Tender document	On website https://gipcl.etender.com up to 15.11.2021
Last date of online submission of offer	15.11.2021 up to 17:30 hrs. on website: https://gipcl.etender.com
Site Visit	Interested parties may carry out site visit to understand nature of work & site conditions before submission of bid.
Submission of EMD, Tender fee RTGS detail and other supporting documents for technical Bid in physical form or send scan copies through email.	On or before last date of online bid submission during office hours at office of Surat Lignite Power Plant, Nani Naroli, Dist. Surat. On or Before 15.11.2021 Email IDs: sjparmani@gipcl.com

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NOTES:

1. Amendment / corrigendum of the tender document, forms, schedules, etc... may be done any time by the GIPCL during the period of publication of tender in the website. The Bidders are required to visit the website regularly till the last date & time of Bid submission.
2. GIPCL reserves the right to reject any or all the tenders without assigning any reason thereof.
3. The Bidders are required to quote the rate strictly as per the terms and conditions mentioned in the tender document, adhering to technical specifications as well.
4. The Bidders are required to submit their Bids online only through the website <https://gipcl.etender.com>
5. The supporting documents in physical forms along with EMD DD/BG or detail of RTGS/Online payment for EMD and Tender fee are to be submitted only at the following address:-

General Manager (SLPP)

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

Alternatively, bidder may submit scan copies of supporting documents along with RTGS/online payment details of EMD & Tender fee on E-Mail: sjparmani@gipcl.com

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SECTION-A

INSTRUCTIONS TO BIDDERS

1. PLANT SYNOPSIS

Gujarat Industries Power Company Limited (GIPCL) (henceforth be named Company/GIPCL), is a Premier Power Utility in the State of Gujarat with an installed capacity of 1084.4 MW comprising of various conventional and renewable projects.

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

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

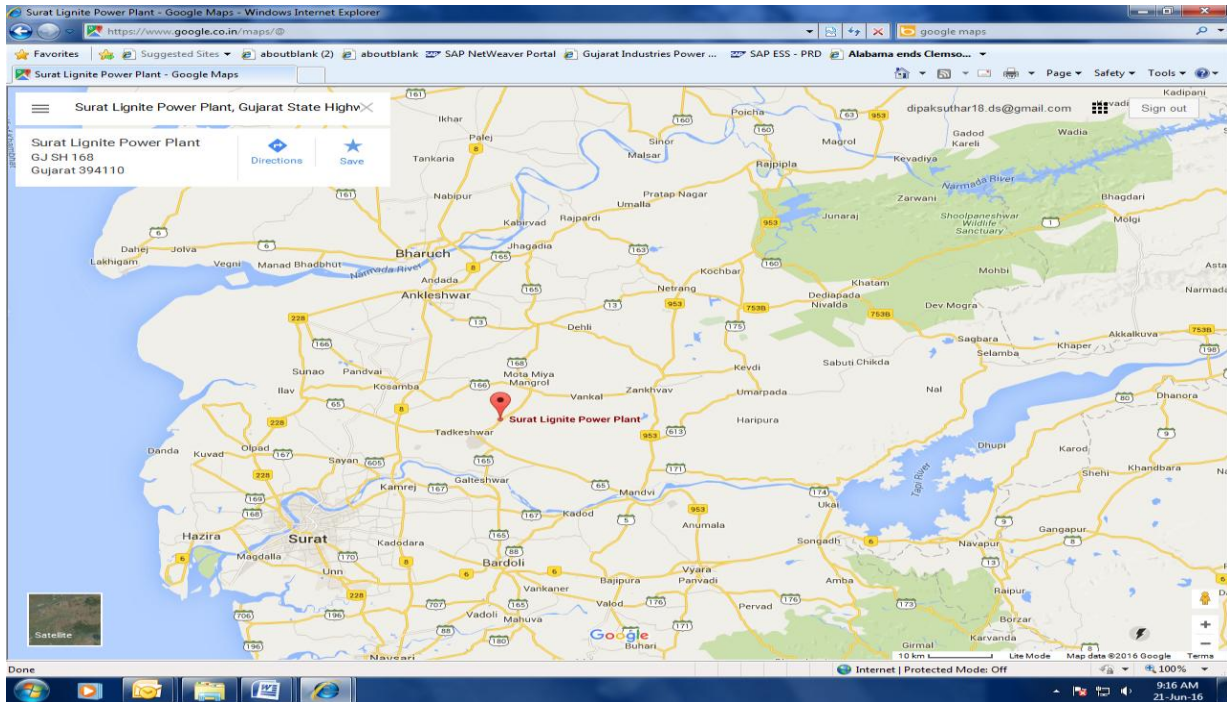
It commissioned 5 MW solar power stations at SLPP in 2012. Also, GIPCL has commissioned 1MWp Distributed Solar Power Projects at two locations in Gujarat viz. at Village: Amrol, Dist.: Anand and at Village Vastan, Taluka Mangrol, and Dist.: Surat. GIPCL has successfully commissioned a 2 X 40 MW Solar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

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

Surat Lignite Power Plant (SLPP) is accessible by road from Kim and Kosamba, which are on Mumbai-Ahmedabad highway. From Kosamba, SLPP is around 32 KM, out of which 27 KM is part of the National & State Highway and balance 5 KM is District

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Road. From Kim, SLPP is around 18 KM, out of which 13 KM is the State Highway and balance 5 KM is District Road. The nearest Broad Gauge Railway Line is at Kim, which is around 21 KM from the SLPP. Surat is approximately 50 KM from the SLPP. Location Map for SLPP is as under.



The Company intends to award Rate Contract for the work of Lifting and transportation of Spilled lignite and Limestone from Various locations of LLHS for a period of two years at SLPP and is therefore inviting open tenders online (On GIPCL website) from experienced & resourceful contractors.

2. **SCOPE OF WORK:-**

- ii Contractor shall load spilled lignite/ Limestone powder from inside the Junction towers, crusher houses, screen house and from ground floors of the junction towers like JNT1, 2, 2A,2B, 8, 13, New PCH, New SCH, Old PCH ground floor etc.
- iii Contractor shall engage one JCB as and when require and Dumper/Tractor trolley to execute the work. Deployment of minimum one tractor trolley with manpower for loading of the material on regular basis will be in contractors scope. Also additional resources will be in contractor's scope if required.
- iv Contractor shall ensure that the material must not spilled on the road while transportation.

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- v Contractor shall ensure that while loading the material, all the foreign material shall be removed and shall be kept aside properly.
- vi The material left in the corners after loading by JCB shall be lifted by deploying required Manpower.
- vii All equipments (i.e. JCB, Loader, Dumper, Tractor with trolley) to execute the contract are in the scope of the contractor. The contractor should ensure that equipments are in healthy condition.
- viii The contractor shall have to submit daily reports showing details of work executed to GIPCL Incharge.

3. GENERAL INSTRUCTIONS

- 3.1 The Bidders who are interested in participating in the tender must read and comply with the instructions and the Terms & Conditions contained in the tender documents.
- 3.2 The Bids shall be filled in by the Bidders clearly, neatly and accurately. Any alteration, erasures or overwriting shall be liable to make the tender invalid unless the same is neatly carried out and attested over the full signature of Bidder. The decision of the Company to interpret the information and rates filled in by the Bidder shall be final and binding on the Bidder.
- 3.3 The Bidders are requested to make themselves fully conversant with the General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Site conditions, Safety & Health Aspects and Norms to be observed etc. before submitting their bids so that no ambiguity arises in these respects subsequent to submission of the Bids.
- 3.4 Before 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 For other section: Splitting of work for other sections 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 documents shall not be transferable.

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- 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 Plant visit 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 A. Bidders may seek any clarifications from the Company on their written request regarding the tender document.
- 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. SITE VISIT

It is perquisite and necessary for all interested bidders to visit the Surat Lignite Power Plant (SLPP) after downloading the tender copy from website: www.gipcl.com to understand the actual working conditions, compliance related to labour, safety etc... before submitting their offer. Failing which, any

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consequential liabilities arising will be to bidder's account. The Bidders shall examine the site of works and its surroundings at his/her 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/her 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/her contractual obligation within the scheduled rates and to have satisfied himself/herself to the sufficiency for his/her offer.

The submission of tender by a contractor implies that he has read these instructions, conditions of the contract etc. and has himself/herself 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/herself regarding matters such as access to site, communication, transport, working condition including constraint of work place, height of structure, quantity assessment of individual structures, temperature, confined area, quantum of dusting, running equipment, importance of work, round the clock working conditions, safety requirements, right of way, weather conditions, high flood level in River, flow of water during monsoon/dry season in the River/Nallah, the type and number of equipment, scaffolding materials 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/their 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

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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/her 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.

1. Bidder should possess minimum Three years of experience out of last five years ending last day of the month previous to the one in which tender is invited, of having experience of lifting & transportation of lignite/coal/ash by tractor/dumper through manual/JCB in thermal power plant and should enclose proof of the same. Bidder shall submit necessary evidence for the same like attested copies of work orders along with work completion certificates from clients. The work completion certificate shall comprise of Order value & 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 certificated will be considered.

2. 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/executed work each costing not less than Rs. 7.10 Lacs.
(80% of annualized estimation)
OR
 - b. Two similar completed/executed work each costing not less than Rs. 4.44 Lacs.
(50% of annualized estimation)
OR
 - c. Three similar completed/executed work each costing not less than Rs. 3.55 Lacs.
(40% of annualized estimation)

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

3. Contractor shall have to submit satisfactory work completion/execution certificate from the client including ongoing/existing contracts. Experience as a sub-contractor will not be allowed and Price Bid of such Bidders will be rejected.
4. Tender fee: The tender fee (non refundable) shall be submitted through RTGS or through online payment as per details provided in clause no. 7 herein under.
5. EMD: The EMD shall be in the form of DD or Bank Guarantee given by Bank as described in subsequent clause no. 8 or through RTGS or through online payment as per details provided in clause no. 7 herein under.
6. Bidder should own / hiring agreement of tractor with trolley. Tractor & trolley should not be older than five years. Proof of the same is to be submitted.
7. Bidder should have separate Employees Provident Fund code number towards registration of firm with RPF commissioner.
8. Attested copies of relevant documents duly signed & seal on each & every page shall be submitted. The above documents will be analyzed and after satisfaction, the Price Bid will be open. GIPCL may verify the documents, experience certificates issued by concern authority. After opening of technical Bid, if any required attested documents found missing in the Technical Bid submitted by the Bidder, the tender inviting authority may inform to that Bidder only once by E-mail to submit the missing required documents within stipulated time limit. If Bidder/Bidders fail to submit within stipulated time, their Bid will be declared technically disqualified and no further correspondence will be entertained.
9. Bidder should have average annual turnover of at least Rs. 2.66 Lacs for last three financial years. i.e. 2020-21, 2019-20 & 2018-19. Bidder shall furnish annual audited financial statement duly certified by Chartered Accountant for the last three financial years to demonstrate the financial healthiness of the company. The balance Sheet must be in the name of the company. Any type of MOU for this purpose will not be entertained.

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

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10. The Bidder has to submit INCOME TAX Permanent Account Number (PAN) no. of the firm. Copies of the same shall be submitted.
11. Bidder has to submit GST registration number. Copy of the same shall be submitted.
12. 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.
13. The Net worth at the end of the last financial year (2020-21) should be positive.
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 **Annexure-Q** attached.
15. Bidder shall have to submit the “Declaration-cum-Undertaking for Compliance of Safety Laws and Regulations” as **Annexure -P** attached.
 - a. If any Major violation of any safety law(s) / Rule(s) is / are found during the preceding Three(3) years, Bid of that party will be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage.
 - b. If any of the details submitted in the prescribed Annexure / Form to the Bid is/are found to be false, incorrect at any time in future, then the Contract awarded to that Bidder / Contractor shall be liable to be terminated forthwith without any notice / correspondence and Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage. Further, Performance / Security Deposit will also be liable to be forfeited. Any dues to GIPCL from the Bidder / Contractor shall be recovered from the pending bills or any other dues payable to the Bidder /

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Contractor, if any or otherwise through any other recourse available under the Laws.

16. Bidder has to fill the Annexure- R mentioning the documents submitted in support of each qualification criteria. Document mentioned in the Annexure-R against each Qualification criteria will only be considered for evaluation of eligibility.

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

6. LANGUAGE OF BID

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

7. EARNEST MONEY DEPOSIT (EMD) AND TENDER FEE

- 7.1 An EMD of Rs. 16,000/- (Rupees Sixteen Thousand only) and Non-refundable Tender fee Rs. 2,950/- (Rupees Two Thousand Nine hundred Fifty only) accompany with Bid. The EMD shall be in the form of a crossed bank Demand Draft in favor of Gujarat Industries Power Co. Ltd. as per following details:

Bank for EMD DD

1. Bank of Baroda
2. State Bank of India
3. Any Nationalized banks

Payable at :

Mosali, Dist: Surat
Nani Naroli, Branch Code: 13423
Surat

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Alternatively EMD and Tender fee shall be submitted through RTGS as per following details for which RTGS transaction charges (if any) shall be borne by bidder:

- 1 Name of account holder: Gujarat Industries Power Co. Ltd.
- 2 A/c. No.: 33514692834
- 3 Name of Bank: State Bank of India
- 4 Bank address: Utility Building, Nani Naroli, Ta. Mangrol, Dist. Surat. Pin 394110.
- 5 IFSC code: SBIN0013423
- 6 MICR code: 394002513

EMD & Tender fee may also be submitted through online payment gateway of company’s website: www.gipcl.com (online Payment Form) as per detail provided in Section-F (Annexure-J) herein under.

OR for EMD

- 7.2 The EMD, in alternative, may be submitted in the form of irrevocable Bank Guarantee in favor of Gujarat Industries Power Company Limited from any Nationalized Bank including Public Sector bank-IDBI Ltd or AXIS Bank, HDFC Bank, ICICI Bank or Kotak Mahindra bank, Ratnakar Bank, IndusInd Bank, Karur Vysya Bank, DCB Bank, ING Vysya 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 or submission of performance bank guarantee as required by successful bidder or alternatively EMD will be converted in SD and successful bidder shall submit balance SD or performance bank guarantee.
- 7.5 The earnest money deposit paid will be refunded to the unsuccessful BIDDER as soon as the tender is finalized.
- 7.6 Any bid not accompanied with EMD and Tender fee will be rejected. Detail of Tender fee & EMD paid by RTGS/online payment should be submitted as per clause 7.9. EMD in physical form, to be submitted directly to GIPCL as per clause 7.9.
- 7.7 No interest shall be payable on EMD.

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7.8 The EMD will be forfeited if the BIDDER (i) withdraws his tender after acceptance or (ii) withdraws his tender before the validity date of the tender

7.9 **SCHEDULE OF EMD & TENDER FEES**

Detail of EMD paid by RTGS or EMD in physical form or online, as applicable and detail of Tender fee paid by RTGS / online with other documents to be submitted in physical form or scanned copies through email as per details mentioned in NIT. Bid No. shall be mentioned at the top of Document cover/envelop	Address for Submission: GM - SLPP 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 Email ID: sjparmani@gipcl.com
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8. **SUBMISSION OF BID**

The bids shall be submitted online at the GIPCL e-portal within the dates along with the details of EMD in two parts as under:

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

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

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

1. EMD as per clause no.7
2. Government of India has enacted The MSMED Act. We request you to confirm whether your organization is registered under the “Micro, Small and Medium Enterprises Development Act, 2006. If your organization is registered under the

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Act, please specify the category i.e. Micro, Small or Medium Enterprises under which it is registered and kindly attach the scan copy of your registration certificate.

Bids not consisting of above documents shall be rejected.

(a) Price Bid

The Bidder shall fill the price in the format provided online (**ANNEXURE – A** Price Schedule) to be filled. The price bid shall be submitted online only on GIPCL website <https://gipcl.etender.com>. Hard copy of filled price shall not be attached with Part – 1 document. The price shall be inclusive of all man-power, consumables, tools and tackles, transportation, safety and statutory compliance, taxes and duties (except GST), mobilization and de-mobilization etc. As per applicability, bidder has to fill GST separately.

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

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

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 documents.

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.

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- 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) Which affects in any substantial way the scope, quality or performance of the contract, or
 - (b) Which limits in any substantial way and in a manner inconsistent with the Bid documents, GIPCL’s right or the Bidder’s obligations, under the contract, or Whose rectification 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.
- 14.4 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 **Annexure-Q** attached.
- 14.5 Bidder shall have to submit the “Declaration cum Undertaking for Safety laws & Regulations Compliance” in **Annexure-P** attached.
If any Fatal Accident / Violation of any safety law(s) / Rule(s) is / are found during the preceding Three (3) years, Bid of that party will be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any

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demur and that no further correspondence shall be done in this regard at any stage.

- 14.6 If any of the details submitted in the prescribed Annexure / Form to the Bid is/are found to be false, incorrect at any time in future, then the Contract awarded to that Bidder / Contractor shall be liable to be terminated forthwith without any notice / correspondence and Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage. Further, Performance / Security Deposit will also be liable to be forfeited. Any dues to GIPCL from the Bidder / Contractor shall be recovered from the pending bills or any other dues payable to the Bidder / Contractor, if any or otherwise through any other recourse available under the Laws.
- 14.7 Contractor shall have to submit satisfactory work completion/execution certificate from the client including ongoing/existing contracts.

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 2 years from the date of actual commencement of operation of the contract as stated in the Work Order ('Contract Period').
- 16.2 GIPCL reserves the right to extend the Contract Period up to 3 months on the applicable rate of second year and same 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.
- 16.4 GIPCL reserves the right to short clause the contract with one month notice period.

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17. CONTRACT SECURITY DEPOSIT/ IRREVOCABLE PERFORMANCE BANK GUARANTEE

As a Contract Security, the successful Bidder, to whom the work is awarded, shall be required to furnish a Irrevocable Performance Bank Guarantee (PBG)/Contract security deposit in favour of Gujarat Industries Power Company Limited for guarantee amount at ten percent **(10%)** of the “Annual Contract Price (without GST)” from any Nationalized Bank including Public Sector bank-IDBI Ltd or AXIS Bank, HDFC Bank, ICICI Bank or Kotak Mahindra bank, Ratnakar Bank, IndusInd Bank, Karur Vysya Bank, DCB Bank, ING Vyasya Bank or The Kalupur Commercial Co-operative Bank Ltd, Rajkot Nagrik Sahakari Bank Ltd, The Ahmedabad Mercantile Co-operative bank Ltd, The Mehsana Urban Co-operative Bank Ltd, Nutan Nagrik Sahakari Bank Ltd in the format attached in **SECTION-F (Annexure-E)**, 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 contract period + defect liability period of four months from the contract completion date + 3 months. The Guarantee amount shall be payable to the Company in Bidder's home currency without any condition whatsoever.

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

18. ASSIGNMENT AND SUB-LETTING

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

19. CONTRACTOR'S OBLIGATIONS

A: DEPLOYMENT & RESPONSIBILITY OF MANPOWER

- (i) The Contractor shall deploy sufficient manpower for timely & satisfactorily execution of the works under the contract.

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(ii) The Contractor shall also comply with the safety requirements and provide his workmen/labor with safety equipment like helmets (make and model mentioned in table below), masks and other necessary PPEs for properly undertaking the operations involved under this contract. Following are also to be issued:

- a) Safety shoes
- b) Goggles / face shield.
- c) Ear plug / Ear muff.
- Make & Model for Safety Helmet
- **Helmet :**

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

➤ **Safety shoes :**

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

B: TOOLS & TACKLES:

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

20. Clarification of Bidding Documents

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

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21. 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'.

22. 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 Plant visit.

23. PAYMENTS

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

24. POINTS TO BE CONSIDERED DURING QUOTING ONLINE PRICE BID

- a. The schedule of rates shall be read in conjunction with Instructions to Bidders, General conditions of contract, Special conditions of contract and Technical specifications.
- b. The quantities given in the schedule of rates are estimated and 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 price bid.
- 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 on line submission of bid in order to avoid non participation of e-tender due to probable technical problem in e-tender system.

25. 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.

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

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

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SECTION-B **GENERAL CONDITIONS OF CONTRACT**

1. RECOVERY CLAUSE

- (i) In case of any damage of equipment/machinery due to negligence of contractor or any other reasons attributed to contractor the decision of Engineer-in-charge regarding the amount of recovery shall be final and binding subject to a maximum of 10% of contract value. Recovery will be affected from the monthly bills and/or retention money/security deposit.
- (ii) If the contractor fails to execute the work as per directions of Engineer (I/c) within the time frame given in work order and as per day to day instructions by Engineer-in-charge, GIPCL shall get the work done by third party at the risk & cost of the contractor with 15% additional overhead charges of GIPCL.

2. DEDUCTIONS FROM CONTRACT PRICE

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

3. 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.

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

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

- i. Contractor is adjudged as insolvent.
- ii. Contractor has abandoned the contract.
- iii. Contractor fails to proceed with the work with due diligence as per requirements of the contract.

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- 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.

4. **FAILURE & TERMINATION**

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

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

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

5. **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.

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- 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.

6. **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.

7. **EMPLOYEE’S COMPENSATION INSURANCE**

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

Contractor shall also obtain additional off-duty coverage insurance policy for all his workers as per clause no. 35 herein under.

8. **STATUTORY REQUIREMENTS**

a. **COMPLIANCE OF LABOUR LAWS**

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

- 1. Contractor shall be solely responsible and shall fully comply with all the provisions of all the labor laws applicable such as the Minimum Wages Act, 1948, Contract Labor (Regulation & Abolition) Act 1970, Factories Act, 1948, Payment of Bonus Act 1965, Employees Provident Fund and Miscellaneous Provision Act 1952, Industrial Dispute Act 1947, Employees Compensation Act 1923, Payment of Gratuity 1972, Interstate Migrant Employees Act 1979, Equal Remuneration Act with Rules, Order and Notifications issued/made there under from time to time.

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2. All other Acts, Rules/Bye-Laws, Orders, Notifications etc. present of future applicable to the contractor from time to time for performing the contract job.
- 2.1 The Contractor shall provide and be responsible for payment of Wages, Salaries, Bonus, Social charges, Insurance, Food, Accommodation, Transport, Medical and Canteen facilities and other statutory privileges and facilities to his personnel as per law/rules/regulations and orders of the Central Government, State Government, Local Authorities or other authorities as are in force from time to time. All employees of the Contractor shall be employee of the Contractor.
- 2.2 The contractor shall have a valid license obtained from Licensing Authority under the Contract Labor (Regulation & Abolition) Act-1970 at the time of execution of the contract covering all his employees working at SLPP site and furnish the same failing which GIPCL may terminate the contract at its sole discretion.
- 2.3 The Contractor shall at the time of execution of the contract have a EPF Code Number obtained from the Authorities concerned under the Employees Provident & Miscellaneous Provisions Act, 1972 and remit contributions in respect of the employees employed by him at SLPP Site to the P.F office concerned every month failing which GIPCL will recover from the outstanding payment to the contractor from GIPCL.PF code of Gujarat region should be taken.
- 2.4. The Contractor shall maintain all records/registers required to be maintained by him under various labor laws mentioned above and produce the same before the Statutory Authorities whenever required.
- 2.5 The Contractor shall also submit periodical reports / returns to the various statutory authorities such as the Contract Labour (Regulation & Abolition) Act-1970, Employees Provident Fund Act etc. Under intimation to HR & Admn.Dept.
- 2.6 The Contractor shall not pay less than the Minimum Wages notified by the Government from time to time to his employees of corresponding categories.
- 2.7. The Contractor shall be responsible for payment of overtime wages to his Employees, if any, in case they are required to work beyond the prescribed hours under law as per applicable rates.
- 2.8 The contractor shall take Employees Compensation Insurance Policy for all his employees working at SLPP. The contractor shall indemnify the company against any liability due to any work injury or accident to any of its employees.
- 2.9 The Contractor shall in the event any of his Employees / 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 Employees’s Compensation Act, 1923.
- 2.10 If any of the persons engaged by the Contractor misbehave with any of the officials or the Company or commit any misconduct with regard to the property of the Company or suffer from any serious communicable disease, the Contractor shall replace them immediately.
- 2.11 The Contractor shall not engage / employ persons below the age of 18 years. Employment of women shall be strictly according to applicable laws.
- 2.12 GIPCL will have right to deduct and disburse the claims of the individual / parties being a principal employer on any account whatsoever in relation to their employment with the contractor. The Security deposit will be released to the

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contractor at the end of the contractual tenure subject to an undertaking by the contractor that in the event any of his Employees or the heirs of Employees 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 Employees’s Compensation Act, 1923 and the appropriate authority has given a direction for making payment the contractor will meet the same or indemnify GIPCL if in the event GIPCL pays it as Principal Employer.

- 2.13 The contractor shall make payment of wages to his employees on fixed date within the period specified under the applicable Law, in presence of representative of the company. He will submit above with ECR a true copy of wage sheet, attendance register and P.F. remitted challans on monthly basis to HR&A dept. for verification and record.
- 2.14 The Contractor shall provide Safety items / kits to his employees such as safety shoes, goggles, ear plugs, hand gloves, safety belts etc., if any, required under the law.
- 2.15 The contractor shall conduct pre-induction and periodic/Annual medical checkup of his Employees as per applicable laws and as per GIPCL guideline.
- 2.16 The contractor shall be solely responsible for any accident caused to his workers and should adhere to all rules / regulations as per labor laws of Government and other statutory laws as applicable.
- 2.17 The contractor should register himself under the Contract Labor Act, Employee Compensation Act and PF Act (Code no. to be mentioned) and submit the copy of registration certificate and should possess the same from the date of commencement of work, failing which the contract is liable to be cancelled. The E.C. Policy copy should be submitted to the GIPCL before commencement of the work and Labor License should be obtained within one week from the date of issue of form-V. Contractor should apply for Form-V immediately after receipt of LOI. A copy of Labour License shall be submitted to GIPCL, HR & A Department.
- 2.18 Contractor shall have to insure his Employees /supervisors etc. under Group Insurance scheme.
- 2.19 The Contractor shall be responsible for compliance of all statutory rules, regulation, act enforced from time framed by the government such as Factory Act, Employee Compensation Act, payment of ‘Wages Act’, Minimum Wages Act’, Provident Fund Act, All Labor Laws Act in respect of employees engaged by him for the work and shall have to maintain necessary records. In case any amount becomes due to be payable by him to his employees or to the Government under the above rules, regulation, Acts, GIPCL reserves the right to recover the same from the running bill of the contract.
- 2.20 Documentary evidence of deposit of PF paid shall have to be produced by the contractor along with the next bill.
- 2.21 Records as per the provisions of various statutory Acts will have to be maintained by the contractor and submitted as and when required.
- 2.22 All employees of contractor should maintain due discipline and respect local sentiments. GIPCL reserves the right to direct the contractor to remove any such person who does not comply with it.

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2.23 The contractor shall conduct pre-employment medical check-up and periodic medical check-up of his Employees employed by him as per applicable laws and schedule prepare by HRA department

2.24 The contractor has to pay wage to the workman not less than the category (Skill, Semi-skilled, Unskilled) for which workmen is actually deployed.

The list is indicative in nature and not an exhaustive one. Any amendment/alteration/Notifications or addition to the existing Law or a new statute shall automatically and immediately become applicable.

b. LEGAL ASPECTS

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

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9. **PAYMENT OF WAGES**

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

10. **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.

11. **LIGHTING**

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

12. **SAFETY ASPECT**

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

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

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

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required safety equipments is not satisfactory, contractor will not be allowed to carry out the work using such safety gears inside the Plant for the work.

13. GENERAL SAFETY CLAUSES:

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

Helmet:

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

Safety shoes:

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

4. Other safety gears like ear plug, dust mask, hand gloves, safety goggles, gum boots, full body safety uniform and belts, safety net etc. shall be issued and used as per the job requirements. Safety helmet shall be of YELLOW COLOUR ONLY. Contractor will procure safety shoes & safety helmet from a reputed company with at least 12 months' guarantee and shall produce the guarantee certificate and IS standard certificate to the safety department. Contractor should purchase safety shoes of reputed brands. Safety shoes will be issued every year. As per current prevailing practice Safety shoe is being issued in the Month of April. So, at the start / end of contract cost of safety shoe will be reimbursed / recovered from contractor on pro rata basis. IS certificate and guarantee certificate must be obtained from the vendor and submitted to the

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- Safety department. Safety shoes should be heat, water, oil and chemical resistant, having an anti-slippery sole of 15298- 2002 make.
5. It is the duty of contractor to ensure that his workmen are wearing required PPEs as per work requirement. Contractor should ensure that their workers are wearing Safety helmet, safety shoes, dust mask, goggles, ear plug etc. at all times when they are at work throughout the contract period. The contractor has to maintain the PPE issue register with signature of workmen.
 6. Contractor will reissue these PPEs in case of damage or misplacement of the same. Replacement shall be made immediately.
 7. The contractor shall be responsible for providing first aid or emergency medical help and treatment to his workmen in the event of any accident or injury.
 8. If it is observed that contractor is not issuing required PPEs timely and that of required quality, GIPCL will issue the required PPEs to contract workers and back charge the same with 25% overhead charges of GIPCL.
 9. All lifting tools and tackles shall be duly certified by competent person in conformity with the statutory requirements and certificate in form no. 10 as per rule 60 of Gujarat Factories Rules, 1963 and section 29 of the Factories Act, 1948 shall be submitted every year before using such tools and tackles. In case of purchase of new lifting tools and tackles, form no. 10 as per the said rules shall be submitted before they are taken into use. All lifting tools and tackles shall be of reputed make having International manufacturing standard and shall be maintained in proper and workable condition.
 10. 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.
 11. 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.
 12. 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.
 13. All the vehicles shall be fit as per RTO guidelines and valid fitness certificate is required as per RTO guidelines.
 14. The Contractor shall comply all the new requirements related with safety as informed by the HOD / Safety department from time to time.
 15. 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

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explain the principles behind safety practice. If the contract workmen fail to comply with safety standards as per category A, B & C below, penalty shall be levied on the contractor as per the table mentioned below:

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

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	Unsafe Practices	by a particular person repeatedly for three times.	Suspend the entry gate pass for one week. <input type="checkbox"/> After two suspensions his gate pass will be cancelled.
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Penalty so levied against the contractors and company employees will be used during the observation of National Safety Day.

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

16. REJECTION OF WORK:

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

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

16. GENERAL TERMS AND CONDITIONS:

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

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- b. The decision of the Engineer-in-charge shall be final and binding on the contractor for defining the terms and condition included in this contract.
- c. If the work is not found satisfactory, Engineer-in-charge reserves the right to take suitable action.
- d. Contractor shall strictly follow the existing work permit system of the GIPCL and any future revisions.
- e. The contractor has to take EC insurance policy for their workmen. The contractor has to submit labor license and PF account number to the Engineer-in-charge before start the work.
- f. The contractor has to do the job timely. GIPCL shall not compromise in delay. In case of delay of work without any valid reason, the GIPCL reserves the rights to carry out the work by deploying other agencies at the risk & cost of contractor with additional 10% overhead charges.
- g. Contractor shall mobilize the resources as per need within the period of four hours. If the contractor fails to mobilize sufficient resources to complete the job in time, GIPCL will execute the job through other agency at the risk and cost of the contractor with additional 10% overhead charges.
- h. Contractor should mobilize all resources for efficient & smooth execution of contract within seven days from the date of issue of Letter of Intent/Work Order.
- i. The prices / item rates quoted shall remain firm till completion of the contract and any agreed extensions thereafter and shall not be subject to any escalation, idle charges for labor, machinery, overhead expenses etc... due to any reason whatsoever. No price escalation / idle charges shall be entertained due to delay in work on unavailability of work front, non-issue of work permit, holding of work permit for any reason, unavailability of contractor's supervisor, unavailability of contractor's safety supervisor, violation of safety rules, unsafe act by any of contractor's worker, negligence & ignorance of safety & quality instructions of GIPCL Engineer-in-charge or any other reason whatsoever.
- j. Contractor must fulfill all the safety regulations and to take safety measures to avoid hazards. Contractor shall arrange all standard adequate healthy safety PPEs like but not limited to approved quality safety shoes & safety helmets, standard dust masks, safety goggles, etc... as required and shall use exclusively under this contract for all the time during working at specified locations failing which, the Engineer-in-charge may hold the work and will take necessary action including penalty as decided. If the contractor repeatedly violates safety rules/regulations (more than three successive incidents), Engineer-in-charge may take necessary action against the contractor, including appropriate financial penalty (**Maximum of Rs. 1,000/- per incident per man-day and as per clause no.14**) and/or termination of contract.
- k. The contractor has to submit daily reports showing work carried out with details of available manpower, tractors etc.
- l. 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

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Enterprise, Small Enterprise or Medium Enterprise under which it is registered and kindly attach a copy of your registration certificate.

- m. 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.
- n. 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.

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

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

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

18. FACILITIES TO BE PROVIDED BY GIPCL

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

- a. Electricity & water at nearest available one point. Further distribution to be done by contractor at their cost.
- b. First aid facilities as available on chargeable basis.

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

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

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19. WORK MEASUREMENT/CERTIFICATION

- a. The Contractor shall be required to furnish satisfactory job completion report to GIPCL. The submission of report should be on daily basis, the monthly bill payment shall be released based on the certified reports of the works.
- b. Inspection of work will be done by Engineer in Charge or his authorised representative. If the work is not found satisfactory engineer in charge reserves the right to take suitable action and shall be binding to the contractor.

21. PUBLIC HOLIDAYS

The Contractor shall be responsible for giving benefit to all his employees, employed in whatsoever capacity, 09 Public/Paid holidays and the same shall be notified in advance and due communication thereof shall be made to the Management.

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

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

23. FORCE MAJEURE

The performance of the obligations herein contemplated may be suspended without incurring the penalty in the event of the subsistence of Force Majeure conditions.

If a Force Majeure situation arises, the affected Party shall promptly notify the other Party in writing of such conditions and the performance shall be suspended as per mutual agreement.

For the purposes of this clause, ‘Force Majeure’ means an event beyond the control of the Party and not foreseeable by the Party and shall include events of

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floods, explosions, riots, wars, hurricane, epidemics, any other Act of God, quarantine restrictions, terrorism, government actions and provided always that such acts result in the impossibility of the further performance of the contract.

24. INDEMNITY

The Contractor shall indemnify and keep harmless GIPCL from and against all actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever which may be brought against or suffered by GIPCL which it may sustain, pay or incur as a result of or in connection with the performance/ purported performance/ non-performance of the contract by the Contractor.

In case, in any litigation pertaining to labour employed through contractor if any direction or order is issued by court at any point of time the contractor shall comply with and implement such direction or order whether passed at the time of award of contract or during the pendency of contract. Further, the Contractor shall indemnify the GIPCL against all consequences arising and affecting GIPCL owing to the compliance of the orders by the Contractor.

25. GOVERNING LAW AND JURISDICTION

This tender document and contract shall be governed by the laws of India and the Courts at Surat shall have jurisdiction regarding the same.

- 26.** Rates will remain firm throughout the contract period or any extension thereof. There will not be any escalation/compensation to the contractor against any revision in MWR (Minimum Wage Rates).

27. BREAKDOWN OF THE PLANT

In the event of breakdown of the plant leading to a likely shut down of the plant for more than one month, the following shall be applicable:

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- a. GIPCL shall give a Fifteen days' notice to the contractor intimating him about the breakdown of the plant and the estimated time of its shut down with a direction for demobilization of the contractor's staff from the GIPCL plant site.
- b. Full payment shall be made for a period of first month and a pro rata payment to the extent of demobilization staff should be made thereafter.
- c. During the period of one month when the plant will be rendered idle, GIPCL will have right to utilize contractor's services in any other manner as deemed fit by GIPCL.
- d. Contractor shall not be eligible for any compensation for demobilization and remobilization.
- e. 15 days' notice intimating the re-commencement of the plant will be given to the contractor for remobilization of his staff and resources.

28. PENALTY AND RECOVERY

A) Penalty clause

- | | |
|---|---|
| I. Non Availability of tractor | : Rs. 500.00 Per day |
| II. Un-safe work | : Rs. 500.00 per day per Instant. |
| III. Damage to GIPCL equipment
machinery | :Free replacement / repair up to
satisfaction of GIPCL OR 1.2 time
cost GIPCL incurs in repair /replacement |

Every month 1 day will be allowed to carry out maintenance work of tractor vehicle after advance information to Engineer In charge.

- (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 upto a maximum of 10% of the total contract value. The said penalty amount may be recovered either from the monthly bills or the SD.
- (ii) However, the total amount of penalty recoverable from the Contractor shall be restricted to 10% of the contract value.
- (iii) 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.
- (iv) Any damage caused to the equipment or machinery on account of the negligence on the part of the Contractor or due to any other reasons attributable to the Contractor, shall be recovered by the Owner/GIPCL from the Contractor.
- (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.

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- (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 bills of the Contractor or the SD. If the amount of damages recoverable from the Contractor exceeds the bills and SD 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.
- 29.** 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.

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SECTION-D

SPECIAL CONDITIONS OF CONTRACT

1. DETAIL SCOPE OF WORK

- I. Contractor shall load spilled lignite/ Limestone powder from inside the Junction towers, crusher houses, screen house and from ground floors of the junction towers like JNT1, 2, 2A,2B, 8, 13, New PCH, New SCH, Old PCH ground floor etc.
- II. Contractor shall engage one JCB as and when require and Dumper/Tractor trolley to execute the work. Deployment of minimum one tractor trolley with manpower for loading of the material on regular basis will be in contractors scope. Also additional resources will be in contractor's scope if required.
- III. Contractor shall ensure that the material must not spilled on the road while transportation.
- IV. Contractor shall ensure that while loading the material, all the foreign material shall be removed and shall be kept aside properly.
- V. The material left in the corners after loading by JCB shall be lifted by deploying required Manpower.
- VI. All equipments (i.e. JCB, Loader, Dumper, Tractor with trolley) to execute the contract are in the scope of the contractor. The contractor should ensure that equipments are in healthy condition.
- VII. The contractor shall have to submit daily reports showing details of work executed to GIPCL Incharge.

2. SPECIFIC REQUIREMENT

- A. The contractor has to do quality job. GIPCL shall not compromise in quality. In case of poor quality of work the contractor may be asked to rework the job at free of cost.
- B. 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.
- C. 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.

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- D. Contractor should mobilize all resources for efficient & smooth execution of contract within 15 days from the date of issue of Letter of Intent.
- E. 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 work in accordance with them.

3. FAILURE DURING EMERGENCY

During any emergencies, contractor shall have to carry out the work by deploying additional force within four hour notice period failing which GIPCL reserves the right to carry out this work by engaging other party. The expenditure occurred due to such situations, the Contractor will be held responsible & the same will be recovered from the Contractor's monthly bill / any other pending bills along with 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 & other retention money, if any, after giving 15 days notice to the contractor & this will be binding to the contractor.

4. GENERAL SCOPE OF CONTRACTOR

- 1. All tools & tackles, equipments, scaffoldings, materials, labour, vehicles, etc... to execute the contract will be in the scope of the contractor. The contractor should ensure for healthiness/working conditions of tools, tackles & vehicles.
- 2. All safety/PPEs required during work at site are to be arranged by the contractor.
- 3. The contractor has to arrange transportation for lifting/shifting the materials at their own.

5. TO REMEDY DEFECTIVE WORK

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

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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.

6. PRICE & RATES

This is SoR based contract and final item rates will be derived based on final offered lowest price on gross total price (including GST). The item rates so derived shall be inclusive of cost of all tools, tackles, consumables, safe storage of materials, wastage, labour, supervision, shifting, transportation, loading, unloading, equipment, all tools & tackles, safety equipments & PPEs, legal & statutory compliances, Royalties, Rents, Stamp Duties, Central or State Government or Local body or Municipal Taxes or Duties or any other duty / tax, minimum wage rates to workmen etc 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 item rates shall be deemed to include for everything mentioned in the specification, all leads & lifts, contractor's overheads & profits for due performance of the work under this contract and such other costs that are not specifically mentioned herein but will be incurred by the contractor for the satisfactory and timely completion of the work.

The rates shall also include cost for mobilization / demobilization of manpower, equipments, materials, etc...

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

The rates shall be firm for entire contract period and also during extension, if required and shall not be subject to any escalation in price, idle charges for labour, machinery, overhead expenses etc. No price escalation / idle charges shall be considered due to any reason whatsoever. No rate 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. Clause no. 26 of Section-A shall be applicable.

Rates will remain firm throughout the contract period and any extension thereof. There will not be any escalation/compensation to the contractor against any revision in MWR (Minimum Wage Rates). However, contractor shall not pay less than the Minimum Wages notified by the Government from time to time to his/her employees of corresponding category.

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

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

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

7. CONTRACT PERIOD

- Contract period will 24(Twenty Four) months from the date of date of issue of Lol or Work Order whichever earlier.
- Mobilization period will be 15 days from the date of issue of Lol or Work Order whichever earlier.

8. TERMS OF PAYMENT

A. Conditions of Payment:

The contractor shall raise the separate running invoices in duplicate every month for Handling, Mechanical Maintenance, Housekeeping ILHS & Housekeeping ELHS 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) GST shall be paid along with bills after fulfillment of following terms.
 - (a) Submission of copy of registration certificate issued by 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 of previous month/quarter, as may be applicable as & when demanded by GIPCL/Owner/company.

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- (e) The Bidder shall inform the Owner in the event of its registration certificate is cancelled or discontinued for whatsoever reason.
- (iii) At the time of submission of the first monthly RA Bill, the Contractor shall submit a certificate from Engineer-in-charge regarding availability of tools & tackles, equipments, vehicles etc at site. The Contractor shall also furnish the checklist as per **ANNEXURE-D** enclosed with the Section-F of tender document along with the RA bill of respective month.
- (iv) 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.
- (v) 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.
- (vi) 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

Rates will remain firm throughout the contract period or any extension thereof. There will not be any escalation/compensation to the contractor against any revision in MWR (Minimum Wage Rate).

9. SUBMISSION OF TECHNICAL DOCUMENTS TO THE ENGR-IN-CHARGE

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

- (i) **Measurement sheet along with joint record of work done in the form of joint inspection report** duly signed by authorized representative of contractor and GIPCL Engineer.
- (ii) Operator's check sheet, Control room logbook, Preventive Maintenance checklist etc..
- (iii) All formats will be given by GIPCL. However the printing/ stationary for day to day requirement is in contractor's scope.

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

10. SUBMISSION OF STATUTORY COMPLIANCES WITH EACH BILL

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

- a) 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.
- b) Notarized Indemnity Bond as per Performa, in case of Final bill.
- c) No claim - No arbitration certificate as per Performa, after releasing final bill payment.

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

11. MEASUREMENT& DAILY REPORTS

- 1.1 The Contractor shall be required to furnish satisfactory job completion report to GIPCL. The submission of report should be on daily basis, the monthly bill payment shall be released based on the certified reports of the works.
- 1.2 The work to be performed being of a specialized nature, the contractor should be fully conversant with modern practices and should be able to carry out handling and maintenance works independently of large thermal power plant. The contractor shall therefore be required to engage qualified/ experienced personnel to undertake the work specifications specified in tender.
- 1.3 Inspection of work will be done by Engineer in Charge or his authorized representative. If the work is not found satisfactory engineer in charge reserves the right to take suitable action.

12. SUBMISSION OF STATUTORY COMPLIANCES WITH EACH BILL

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

- a) 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.
- b) Written undertaking of site clearance as per clause no. 1.5 above.
- c) Notarized Indemnity Bond in case of Final bill.

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- d) No claim - No arbitration certificate as per Performa (Annexure-D), after releasing final bill payment.

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

13. MOBILIZATION AND EXECUTION

- a) Contractor shall mobilize the resources at site within 15 days from the time of intimation given by GIPCL.
- b) The resources required for execution of above jobs will vary from time to time, hence contractor shall mobilize the resources accordingly.
- c) Contractor shall provide accommodation for the persons deployed by him for the work at his own cost.

14. 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.

15. OTHER TERMS:-

- 1. Any damage to the equipment due to improper handling will be on the party's account.
- 2. Experienced and skilled persons with valid driving license to be deployed by the party for the work.
- 3. Proper valid gate pass to be made for his men and materials including machine by the party as per the instruction of engineer in-charge or his representative
- 4. Party may be called for the work at any day or on odd hours.
- 5. Representative of hiring agency posted at our project should follow safety/security regulations of GIPCL.
- 6. If at any time persons without sufficient experience and valid license found operating equipment, he will be removed and action will be taken against the contractor.

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SECTION - E
(SCHEDULE OF QUANTITIES) ANNEXURE- A
ESTIMATED SoR & QUANTITY FOR 2021-23

Tender No.:- SLPP/ LHS /SLT/ 2021-23

SR. NO.	Detailed Description	UNIT	Quantity for Two Years	Unit SoR without GST in Rs.	AMOUNT (Rs.)
1	Lifting and Transporting spilled / drained lignite & Limestone from Zero Discharge Pit and from other locations of LLHS to nearest stock pile (one side lead up to 3KM)	Cubic Meter (M ³)	15000	100.3748	1505622.00
	TOTAL in Rs.		1505622.00		

Estimated Total contract value for Two year without GST in Rs. **15, 05,622.00**

Estimated Total contract value for Two year with GST@18% in Rs. **17, 76,634.00**

Note: The rates shall include all labour cost, equipments, supervision, consumables, tools, tackles, all taxes & duties (including GST). GST will be paid as per actual prevailing rate. Current rate is 18%.

My rates are as under.

At estimated value

OR

_____ %age above the estimated value

OR

_____ %age below the estimated value

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SECTION-D

LIST OF ANNEXURES & FORMS

Sr. No.	Annexure No.	Description
1	Annexure - A	Price Bid
2	Annexure - D	Checklist for passing the bill
3	Annexure - E	Performa of bank guarantee for order performance
4	Annexure - F	Performa of bank guarantee for EMD
5	Annexure- G	Performa Certificate-No Claim, No arbitration
6	Annexure- I	Compliance Of Labour Laws
7	Annexure- P	Declaration Cum Undertaking for safety laws and Regulations Compliance
8	Annexure- Q	Declaration for Contractual Disputes/ Litigations
9	Annexure- R	Document submitted for Pre-Qualification

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1.0 ANNEXURE-D

CHECKLIST FOR PASSING THE BILLS

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

Date

:

Signature of Contractor
with official stamp

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2.0 ANNEXURE-E

PROFORMA OF BANK GUARANTEE FOR ORDER PERFORMANCE **(To be Stamped in accordance with Stamp Act)**

Ref:

Bank Guarantee No.....

Date

Bank Guarantee Cover period from to

To

M/s. GUJARAT INDUSTRIES POWER COMPANY LTD.

At & Post Nani Naroli

Taluka Mangrol

Dist. Surat

Gujarat-394 110.

Dear Sir,

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

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

....2

(2)

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

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

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

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

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.....
Signature

Banker's rubber stamp:

Name
Designation with
Bank stamp:

Attorney as per power of
Attorney No.

Dated:

Rate Contract for "Lifting and transportation of Spilled lignite and Limestone from Various locations of LLHS" for 2 years period at GIPCL - Surat Lignite Power Plant.
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3.0 ANNEXURE-F

PROFORMA FOR BANK GUARANTEE FOR EMD

(To be stamped in accordance with Stamp Act)

Ref

Bank Guarantee No.....

Date

Guarantee cover period: FromTo

To
M/s. Gujarat Industries Power Company Limited
At & Post – Nani Naroli
Taluka: Mangrol

Dist.Surat-394 110

Dear Sirs,

In accordance with your "Invitation for Bids" under your Specification No.....Dated.....
M/s..... having its
Registered/Head office at.....
(Herein after called the Bidder) wish to participate in the said Bid for

As an irrevocable bank Guarantee against Bid guarantee for an amount of Rs..... valid for 180 days 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.

Rate Contract for "Lifting and transportation of Spilled lignite and Limestone from Various locations of LLHS" for 2 years period at GIPCL - Surat Lignite Power Plant.
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Contd....2

(2)

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

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

.....
(Signature)

.....
(Name)

Designation with Bank

Stamp:

Attorney as per Power of
Attorney No.

Dated

Rate Contract for “Lifting and transportation of Spilled lignite and Limestone from Various locations of LLHS” for 2 years period at GIPCL - Surat Lignite Power Plant.
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4.0 ANNEXURE-G

PERFORMA CERTIFICATE

(No claim, No arbitration)

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

Dear Sir,

Subject:_____

Ref: Work Order

No.:_____ Dated_____

We hereby confirm with free consent as under:-

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

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

For, M/S. _____

Signature, Stamp and date.

ANNEXURE –L

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 SEAL

SIGNATURE

NAME

DESIGNATION

COMPANY

DATE

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11. ANNEXURE – N

INFORMATION CONTAINING DETAILS OF PROPOSAL

- 1.0 NAME OF PACKAGE :
- 2.0 NAME OF TENDERER :
- 3.0 ADDRESS OF TENDERER :
- 4.0 NAME OF CONTACT PERSON/S AND :
DESIGNATION ALONG WITH PHONE
/ FAX / MOB.NOS.
- 5.0 LEGAL STATUS AND CAPACITY OF : SOLE PROPRIETORSHIP/
TENDERER PARTNERSHIP FIRM/COMPANY (P)
LTD/PUBLIC LTD/GOVT.CO./
CO.OP.SOCIETY/ REGISTRATION
UNDER SHOPS & ESTABLISHMENT
(Strike out which is not applicable)
including change in the constitution of
firm, if any, for the last three years.
- 6.0 REGISTRATION DETAILS :
- 7.0 COMPANY INCORPORATION :
DETAILS (COMPANIES ACT 1913 /
1956)
- 8.0 FULL NAME, DESIGNATION & :
ADDRESS OF AUTHORISED
SIGNATORY OF THE PROPOSAL
- 9.0 AUTHORITY / POWER OF ATTORNEY :
OF AUTHORISED SIGNATORY OF
THE PROPOSAL

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10.0 DETAILS OF ALLOTMENT OF :
INDEPENDENT PF CODE NO. BY
CONCERNED REGIONAL
PROVIDENT FUND COMMISSIONER

11.0 MENTION THE DETAILS OF SIMILAR
NATURE OF JOB BEING EXECUTED
AT PRESENT.

12.0 ANY OTHER INFORMATION :

NOTE : NO COLUMN SHOULD LEFT BLANK. COLUMNS NOT APPLICABLE MAY BE MARKED AS N.A. CERTIFIED DOCUMENTARY PROOF FOR THE INFORMATIONS MAY BE ACCOMPANIED. IF ANY DOCUMENT IS SUBMITTED EARLIER, PLEASE MENTION THE REFERENCE OF SUBMISSION AGAINST RESPECTIVE COLUMN.

THE ABOVE INFORMATION ARE PART OF OUR BID AND THESE ARE BINDING ON US.

PLACE : SIGNATURE OF BIDDER : _____

DATE : DESIGNATION : _____

COMPANY STAMP : _____

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ANNEXURE- P

(To be submitted on Company's Letter Head)

Declaration Cum Undertaking for Safety Laws and Regulations Compliance

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

Signed and Stamped by the
Authorized Signatory
Of the Bidder \

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ANNEXURE- Q

(To be submitted on Company's Letter Head)

Declaration for Contractual Litigations

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

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

Please Tick ()

OR

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

Please Tick ()

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

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

Signed and Stamped by the
Authorized Signatory
Of the Bidder

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ANNEXURE-R

Document submitted for Pre-Qualification

<u>Sr. No.</u>	<u>Qualification criteria No.</u>	<u>Document Reference no. submitted for Eligibility</u>	<u>Remarks</u>
1	5.1		
2	5.2		
3	5.3		
4	5.4		
5	5.5		
6	5.6		
7	5.7		
8	5.8		
9	5.9		
10	5.10		
11	5.11		
12	5.12		
13	5.13		
14	5.14		