



GMDC/Power/ATPS/

/23-24

Date: 30th October 2023

Work Order

To,

Email:

Sub. : Condition Assessment of plant civil structures/ components at GMDC's 2X125 MW Akrimota Thermal Power Station (ATPS), Gujarat

Ref.: RfP No. GMDC/Power/ ATPS/11/23-24

Dear Sir,

With reference to above subject and reference, GMDC is pleased to award this Work Order to your entity for the work of Condition Assessment of plant civil structures/ components at GMDC's 2X125 MW Akrimota Thermal Power Station (ATPS), Gujarat

1. Definitions, and Terms and Conditions

1.1. Definitions

For the purpose of the Work Order, the following words and expressions in this Section shall have the respective meanings set forth below:

“**Applicable Laws**” shall mean all laws, treaties, ordinances, rules, regulations applicable in India and amendments, re-enactments, revisions, applications, and adaptations thereto made from time to time and in force and effect, judgments, decrees, injunctions, writs and orders of any court, arbitrator or governmental agency or authority, rules, regulations, orders and interpretations of any Governmental Instrumentality, court or statutory or other body having jurisdiction over construction of the Plant, performance of the Work or supply of Goods, operation and maintenance of the Plant, including Applicable Permits, as may be in effect at the time of performance of work or supply of Goods hereunder by your entity, which time would include Latent Defects Period as appropriate, provided, however, that if at any time the Applicable Laws are less stringent than the standards set forth in the Work Order hereto, the standard set forth in the Work Order hereto shall be deemed to be the standards under Applicable Laws.

“**Applicable Permits & Clearances**” shall mean any and all Permits, Clearances, Authorizations, consents, licenses (including without limitation any import or export licenses), lease, ruling, exemption, filing, agreements, or Approvals, required to be obtained or maintained in connection with construction of the Plant, performance of Work, and the operation of the Plant respectively by your entity and the Owner in accordance with the Work Order and their maintenance, as may be in effect at the time of Bidder's supply of Goods hereunder; which time would include Latent Defects Period as appropriate.

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GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED

(A Government of Gujarat Enterprise)

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“**Approval**” shall mean the written approval of the Owner and of the statutory authorities, wherever such authorities are specified by any codes or otherwise.

“**Arbitration Act**” shall mean Arbitration and Conciliation Act, 1996, or any amendment or re-enactment thereof.

“**Authorization**” shall mean approvals required under Applicable Law.

“**Bid**” shall mean the offer of your entity to the Owner in response to the Bid Enquiry

“**Bidder**” shall mean single corporate entity Bidding for the Work Order

“**Bidder Permits**” shall mean all Permits, required by your entity from any Government Instrumentality for the performance of his obligations.

“**Bidder’s Representative**” shall mean the person named as such in the Work Order or other person appointed and from time to time communicated to the Owner by your entity in his place in accordance with the terms of the Work Order.

“**Bid Security/Earnest Money Deposit (EMD)**” shall mean the security provided by your entity to the Owner along with the Bid.

“**Commencement Date**” shall be the date 7 (seven) days from the date of intimation by GMDC for initiation for services to be provided by your entity

“**Contract Period**” shall mean the period from the Commencement Date up to and including the last day of the Work Order.

“**Documents**” shall mean and includes all design documents, engineering documents, Drawings, calculations, computer software (programs), computer media, samples, patterns, models, construction documents, erection documents, Operation and Maintenance Manuals, and other manuals, and the like as well as, all other relevant data and information to be submitted by your entity and shall include without limitation, engineering, design and construction drawings, data sheets, specifications, plans, bills of Materials and estimates.

“**Good Industry Practice**” shall mean those practices, methods, acts, techniques and standards as may be followed or employed in the performance of the Work or supply of Goods and discharge of its obligations by your entity and which (i) are generally accepted internationally for use in the electric utility industry, taking into account conditions in India, in connection with power stations of the same or similar size and type as the Plant, (ii) are commonly used in prudent electric utility engineering, construction, project management and operations, and (iii) would be expected to result in performance of the Services and completion of Works in a manner consistent with Applicable Laws, Applicable permits, reliability and safety.



“**Governmental Authority**” shall mean the Government of India, the state government, any local authority constituted under an act of legislature, and any other authority exercising any power or function in pursuance of an act of legislature, or any rules and regulations made there under, and any successor thereof having legal jurisdiction over the matter or person in question.

“**Goods**” shall mean all of the equipment, machinery, apparatus, appliances, components and/or other Materials and things, which the Vendors are required to supply to the Owner under the Work Order.

“**Lumpsum Charges for Condition assessment of Civil structures**” shall refer to the charges for execution of the condition assessment and strengthening/ remedial measures of various plant civil structures/ components of ATPS on a lumpsum basis for performance of the contractual obligations.

“**Notice in Writing**” or “**Written Notice**” shall mean a Notice in Writing, typed, or printed or handwritten characters, sent (unless delivered personally or otherwise proved to have been received) by registered post or by electronic transmission to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post or by electronic media it would have been delivered.

“**Owner**” shall mean Gujarat Mineral Development Corporation Limited hereinafter referred to “GMDC”, in its capacity as Owner and shall include its successors and assigns, as well as authorized officers.

“**Owner’s Representative**” shall mean the person appointed by the Owner from time to time and notified as such to your entity to act as Owner’s Representative for the purposes of the Work Order.

“**Party**” shall mean Owner or Bidder individually and “**Parties**” means Owner and Bidder collectively.

“**Personnel**” shall mean employees/personnel engaged by your entity who are based in India and are directly or indirectly engaged by your entity in the performance of your entity's obligations under this Agreement at the Plant.

“**Plant**” shall mean the 250 MW lignite based thermal power Plant operated by GMDC in Akrimota (Akrimota Thermal Power Station, ATPS), comprising of 2 units of 125 MW each.

“**Successful Bidder**” shall mean the bidder who is selected by Authority / GMDC in providing condition assessment and strengthening/ remedial measures of various plant civil structures/ components at GMDC’s 250 MW Akrimota Thermal Power Station (ATPS) and shall include such vendor’s legal representatives, successors and permitted assigns.

“**Work Order**” shall mean the documents signed by both the parties for the work detailed hereunder as may be amended, supplemented, or modified from time to time by agreement in Writing between the Parties



1.2. Interpretation

Words importing Persons or Parties shall include related firms and corporations and any organization having legal capacity. Words importing the singular also include the plural and vice versa where the context requires. Words importing one gender also include other genders.

Unless inconsistent with the provisions of the Work Order, the meaning of any shipping terms and the rights and obligations of the Parties there under shall be as set forth in the latest International Chambers of Commerce (ICC) official rules for interpretation of trade terms as per “INCOTERMS 2010”.

1.3. Law, language, and measurements

Applicable Law to this Work Order shall be the Indian Law. The respective rights, privileges, duties and obligations of the Owner and your entity under the Work Order shall be governed and determined by the Laws of State and of the Republic of India.

All correspondence, information, literature, data, manuals, definitive documents, notices, waivers, and all other communication, written or otherwise, between the Parties in connection with this Work Order shall be in English. The official text of this Work Order shall be English.

All measurements shall be in metric system.

1.4. Stamp duty and similar charges

The costs of stamp duties and similar charges imposed by law on the Work Order, or any part thereof shall be borne by your entity.

1.5. Commencement of Work

Your entity, along with the payment of Performance Security, will enter into a Work order with the Owner on appropriate Stamp Paper (to be provided by your entity) in token of acceptance of the terms and conditions of the contract, within 07 (seven) days of submission of its acceptance of the Letter of Award (LOA). In case of any necessity arising after executing the Work Order and during the execution of the work, which requires alteration / modifications in the Work Order, the same can be made in writing by either party, after mutual understanding and consent of both the parties. Your entity will have to start the work as per the Scope of Work described in the Section 3 of this document, within 07 (seven) days from date of intimation by the Owner.

1.6. Access to Owner's documents

Copyright in the Owner's requirements and other Documents issued by the Owner to your entity shall (as between the Parties) remain the property of the Owner. Ownership in all documents provided by your entity to the Owner pursuant to the Work Order including design, engineering, Drawings and Works layout (but excluding proprietary information and Manuals provided by Vendors of equipment for use of the Owner) shall vest in the Owner. Your entity may, at its Cost, copy, use and communicate any such documents for

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the purposes of the Work Order. They shall not, without the Owner's consent, be used, copied, or communicated to a third-party by your entity, except as necessary for the purposes of the Work Order including performance of Work or supply of Goods.

Your entity shall indemnify the Owner in case of breach of this Section by your entity. If these Documents are received by a third-party from your entity and the third-party makes use of these Documents to cause harm or monetary loss to the Owner or use these Documents for their personal gain / monetary gain, your entity shall compensate the Owner for the loss suffered as well as for the value of gain derived by third-party.

1.7. Confidential details

Your entity shall treat the details of the Work Order as private and confidential, except to the extent necessary to carry out his obligations hereunder. Your entity shall not publish, permit to be published, or disclose any particulars of the Work Order in any trade or technical paper or elsewhere without the previous consent in writing of the Owner and at the Owner's sole discretion.

Your entity shall indemnify the Owner in case of breach of this Section. If the confidential details relating to this Work Order or its contents are received by a third-party from your entity and the third-party makes use of these details to cause harm or monetary loss to the Owner or use these Documents for their personal gain/ monetary gain, your entity shall compensate the Owner for the loss suffered as well as for the value of gain derived by the third-party. Your entity shall not use the confidential details of the Work Order for any other purpose except for the strict purpose of this Work Order.

2. *Appointment of Successful Bidder*

2.1. Appointment terms

Based on the bids received for the works, the Owner shall appoint your entity, and your entity shall accept the appointment to deploy skilled, qualified, and competent manpower, and necessary systems, infrastructure, and tools as required for efficient execution of consultancy service for condition assessment of various civil structures/ components subject to the terms and conditions mentioned in the Work Order.

2.2. Duration of the Work Order

The Work Order shall be valid for 15 weeks from the date of acceptance of the LOA for initiation of services to be provided by your entity to submission of the final reports. Your entity shall mobilize and deploy their personnel in the Plant within 07 (seven) days from the date of intimation by the Owner. The comprehensive list of timelines and associated payment milestones have been detailed in Section 7.2 of this document.



3. Responsibilities of your entity

Your entity shall ensure execution of the scope of work is done in accordance with good industry practice, standards of safety, and mutually agreed terms with the Owner. Key activities to be undertaken by your entity as part of this Contract has been detailed below:

3.1 Pre-assessment activities

1. Your entity shall coordinate with the Plant representatives to obtain all relevant information required pertaining to the plant civil structures/ components, prior to the start of the condition assessment.
2. Your entity shall mobilize a trained workforce and well-functioning equipment for performing the condition assessment.
3. Your entity shall review existing design documents to assess potential defects, vulnerable locations, and existing status of the Plant civil structures / components.

3.2 Workforce Deployment

1. Your entity shall deploy adequate workmen (technical and other support staff) as considered necessary to fulfil all the contractual requirements within the specified time period in Section 2.2 of this document.
2. Your entity shall submit a list of all the personnel to be deployed on the site, stating their qualification and experience. Your entity shall notify the Owner at least 14 days in advance on any key personnel transfer or replacement. No transfer of staff shall be affected unless Owner grants permission in writing, authorizing such transfers or replacements.
3. Your entity shall also deploy workmen for the erection of scaffolding and as and where required.
4. Your entity shall submit details of all deployed personnel for execution of the contract to the Owner prior to deployment and ensure they are in line with the requirements of the Work Order
5. Your entity shall arrange for the required Personal Protective Equipment (PPE), safety compliance, and work permits as per the Plant's Health Safety Environment (HSE) guidelines.

3.3 Detailed Scope of Work

1. The scope of the contract shall include assessment of all civil infrastructure and allied components. The assessment work proposed and its details regarding the tests to be performed on various components/ items is mentioned in Annexure 1 and Annexure 2.
2. Your entity will be responsible for condition assessment of civil components of the existing plant by conducting visual inspection and recording details of existing structure by experienced structural engineer. The Owner will provide all available relevant design/ construction drawings – original and revised, and maintenance reports, etc. as available on record at site for reference. Your entity may review the available data, drawings, etc. to analyze whether any major change or distress conditions are observed.



- i) Visual Inspection for Concrete: - Your entity shall conduct inspection around cracks spalling, staining, disintegration of the surface, honeycombing, exposed reinforcement etc. and make appropriate reports.
- ii) Visual Inspection for Steel: - Your entity shall conduct inspection for corrosion, stress concentration, crippling or buckling, bowing, misalignment, deformation, twisting, cracks in welds, missing bolts / rivets and make appropriate reports.

Your entity shall conduct condition audit as a qualitative assessment in accordance with latest guidelines. Your entity shall conduct visual health inspection of plants covering internal, external, and shared areas for all the visible defects, deterioration, and quantification for the area / components along with relevant tests as needed for each component

3. Your entity shall make assessment of damages of RCC members through NDT (Non-Destructive Testing) wherever needed. Your entity may initially perform digital rebound hammer test and if necessary, perform Ultrasonic Pulse Velocity test, Half Cell Potential test, carbonation depth test, core test, chemical test etc. (Necessity of which will be decided after inspection). Investigation by your entity will include conducting appropriate numbers of various Non / Semi destructive tests like Rebound Hammer, Ultrasonic Pulse Velocity, Half Cell Potential, Cover Meter, Concrete Core and Chemical Analysis by Carbonation, Chloride, Sulphate & pH Testing. The frequency and type/necessity of test requirements will be decided in consultation with Owner, after the visual inspection and initial survey.
4. Your entity will be responsible for finding the probable causes of damages, seepage/ leakages/ distress based on the interpretation of the NDT Results & health assessment. Your entity shall enlist in detail the elements needing repairs, rehabilitation, retrofitting, strengthening etc.
5. Your entity will be responsible for preparation of detailed report based on visual inspection, NDT, suggesting priority wise repair/ remedial and retrofitting measures supported by photographs wherever necessary.
6. Your entity should suggest best possible scheme and the corrective actions required along with the detailed steps of the methodology of the repair work to be done for all the components detailed in Annexure 1 and Annexure 2.
7. For works not mentioned in Annexure 1 and Annexure 2 but is associated / has interface with the mentioned scope, must be considered by your entity in the final scope.
8. Your entity will be responsible for preparation of detailed estimate for proposed structural repairs/ restoration, rectification work of specialized nature with BOQ (Bill of Quantities) and design and drawings for the additional / new components along with BOQ and specifications. Your entity will also prepare repair and rehabilitation scheme with measurement sheets for the work required to be conducted and Bill of Quantities (BOQ) with workable market rates and specifications with sketches, drawings etc., based on visual observations, NDT results & actual measurement of structural members taken from site. Your entity shall also provide detailed drawings of retrofitting work wherever needed. Your entity shall finalize the repair, rehabilitation and retrofitting scheme incorporating the comments received from the Owner (to the extent mutually acceptable).



9. Your entity will be responsible for attending meetings with the Owner officials, wherever required, for scope of work in this contract, regarding making addition alteration in the drawings, specifications, make etc. up to the stage of the award of the contract for the execution of works.
10. Your entity shall provide drawings (wherever needed) for the proposed structural repairs/ restoration, rectification work. Your entity shall also assist Owner in inviting Tenders from experienced contractors registered with the Government / Semi Government / Other Industrial Organizations.
11. Project Monitoring Services / Third Party Inspection / Supervision during the execution is not covered in the present scope of work.

3.4 Scaffolding

Your entity shall be responsible for installation / erection of scaffolding and / or platforms along with hoists, hoisting equipment, tools and equipment for condition assessment of civil components, wherever necessary. Your entity shall be responsible for providing the material for scaffolding. Your entity shall ensure the scaffolding is erected prior to the commencement of the assessment. Your entity shall de-erect the scaffolding upon completion of the inspections.

3.5 Cleaning

Your entity shall be responsible general cleaning including grinding and buffing of test locations.

3.6 Supply of Material

Your entity shall provide and deploy all the requisite consumables, tools and tackles, instruments, diagnostic equipment / software, and other utilities required for this contract.

3.7 Reporting requirements

1. Your entity shall submit a detailed assessment report across all the Priority 1 Items and Priority 2 Items detailed in Annexure 1 and Annexure 2 respectively, as per the timelines defined in Section 7.2 of this document. The detailed assessment report shall include the following –
 - i. Detailed visual observation report for existing condition of the civil structures.
 - ii. Non-Destructive / Semi-Destructive Testing Report along with justification on need of conducting the test on the corresponding component, and inferences obtained from all the tests for corresponding components.
 - iii. Condition assessment report for with detailed list of remedial measures to be taken across all the components. Categorization of all the components shall be done as per criticality (e.g., high, low etc.) of the condition and remedial action required. An indicative format for reporting has been attached in Annexure 4. However, same shall be modified as per the requirements and in consultation with the Owner.
 - iv. Detailed list of activities to be done across all the items / components for the necessary repairs, rehabilitation, retrofitting or new construction



- v. Detailed bill of quantities for all the material required across each component for the necessary repair works, along with cost estimation and workable market rates
 - vi. Technical specifications and measurements sheets for the required works for each component. Tender drawings to be submitted wherever required and not available
2. Your entity shall submit a preliminary assessment report across all the Priority 1 Items and Priority 2 Items detailed in Annexure 1 and Annexure 2 respectively, as per the timelines defined in Section 7.2 of this document. The preliminary assessment report for Priority 1 Items shall include all the requirements defined in the detailed assessment report, for a preliminary set of Priority 1 Items assessed till the time period (T + 4 weeks) defined for submission of preliminary report in Section 7.2 of this document. The preliminary assessment report for Priority 2 Items shall include all the requirements defined in the detailed assessment report, for a preliminary set of Priority 2 Items assessed till the time period (T + 11 weeks) defined for submission of preliminary report in Section 7.2 of this document.
 3. Your entity shall submit a survey report (wherever needed) of the plant and required maps (wherever needed) through drone survey / LIDAR / site measurements.
 4. Within a week of submission of the detailed assessment report for Priority 2 Items, your entity shall attend a review meeting with the Owner. The meeting shall investigate the fulfillment of the scope of work as per the work order. All clarifications, changes mutually agreed in this meeting shall be incorporated by your entity in the final project report.
 5. Your entity's reports shall mention the finding from the tests with sufficient supporting photos / documentation / analysis reports, etc.

4. Standards for Performance obligation

Your entity represents and warrants that it has the requisite skills, experience, expertise, and capacity to fulfill its obligations and responsibilities under the Work Order. Your entity shall perform all its services hereunder in accordance and compliance with:

1. Accepted prudent industry practices.
2. Standard operating procedures
3. Incident reporting with corrective and preventive measures
4. Implementation of lessons learnt from incidents on similar facilities.
5. All Applicable Laws
6. All applicable clearances to be obtained and maintained including but not limited to all relevant health and safety legislations, environment permits and licenses.

Your entity shall have round-the-clock qualified, trained, and experienced, with valid necessary certifications, crew of adequate strength who are alert and vigilant.

5. Standards for Sub-contracting

For the purpose of performing its obligations under the Work Order, your entity may appoint Sub-Contractors with prior written intimation to the Owner as deemed fit. Appointment of such Sub-Contractors by your entity



shall at no time mean that your entity is relieved of its primary duty and liability to perform its obligations as set out in the Work Order. The Contractor shall be responsible for:

1. Obtaining any and all necessary authorizations required for use of all Plant infrastructure / facilities in connection with the performance of its obligations hereunder
2. Ensuring adherence to standard operating procedures and safety standards by the Sub Contractor and be liable in the event of any issue affecting the performance of the asset

6. *Responsibilities of the Owner*

1. Access to infrastructure: The Owner will arrange for your entity's accommodation and food and beverage requirements at the Plant for the key personnel deployed on ground to oversee the execution of the condition assessment, on chargeable basis and on the basis of availability of accommodation. In case infrastructure is not available, your entity shall be responsible for arranging the same.
2. Report and data: The Owner shall provide to your entity existing reports, drawings and any other data available and requested by your entity.
3. Permit for the entry of the plant: The necessary permit for entry of the plant will be issued by the Owner.

7. *Terms of Payment and key performance indicators:*

7.1 Lumpsum Charges for condition assessment

Your entity shall quote the charges for execution of consultancy services for condition assessment and strengthening/ remedial measures of various civil components of ATPS on a lumpsum basis for performance of the Contractual obligations. Your entity shall quote charges inclusive of all other taxes except applicable GST. Applicable GST, over and above approved Lumpsum Charges for condition assessment, at the time of invoicing shall be reimbursed by the Owner subject to submission of proof of depositing the same with the GST Authority.

7.2 Payment milestones

The Owner hereby covenants to pay your entity for performance of the terms of the Work Order as payment terms specified hereunder. Your entity shall adhere to the following KPIs and targets for the assessment. In case of shortfall, liquidated damages shall be applicable as per the following –

Activity	% of Lumpsum Charges	Timeline	Liquidated Damages
Mobilization	10%	T + 1 week	
Submission of preliminary assessment report for Priority 1	15%	T + 4 weeks	0.1% of Lumpsum Charges for condition assessment, per day of



Activity	% of Lumpsum Charges	Timeline	Liquidated Damages
Items as per Annexure 1			delay in submission
Submission of detailed assessment report for Priority 1 Items as per Annexure 1	25%	T + 8 weeks	0.1% of Lumpsum Charges for condition assessment, per day of delay in submission
Submission of preliminary assessment report for Priority 2 Items as per Annexure 2	15%	T + 11 weeks	0.1% of Lumpsum Charges for condition assessment, per day of delay in submission
Submission of detailed assessment report for Priority 2 Items as per Annexure 2	25%	T + 14 weeks	0.1% of Lumpsum Charges for condition assessment, per day of delay in submission
Submission and acceptance of final project report	10%	T + 15 weeks	0.1% of Lumpsum Charges for condition assessment, per day of delay in submission

T – Date of signing of LOA

Invoices shall be raised by your entity on meeting milestones and payment for the same shall be made within 30 (thirty) days from receipt of error-free invoice. Any deductions due to the defaults in performance by your entity shall be reconciled from the immediate payment milestone due to be made to your entity by the Owner. All payment shall be subject to TDS as per the Applicable Law. TDS certificate shall be submitted within 30 (thirty) days from date of deduction.

7.3 Overall ceiling on Liquidated damages

All liabilities due from your entity arising out of the shortfall of performance levels, as per the liquidated damages (LDs) defined above, during the course of the civil assessment, shall be restricted to a maximum of 5% of the Lumpsum Charges.

7.4 Expenses

Your entity shall be responsible for all expenses incurred while performing Services under this Work Order. This includes automobile and other travel expenses; vehicle maintenance, fuel, and repair costs; insurance premiums; fines; cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel your entity hires to complete the work under this Work Order.

8. Insurance to be taken out by your entity

1. Your entity shall procure and maintain, at its own cost, Professional Liability Insurance or other appropriate insurance required as per the Good Industry Practice or your entity's own standard practices during the duration of the Work Order. At the Authority's request, your entity shall provide evidence of insurance covers, or a certificate of all insurances maintained on request of Authority.



2. Your entity shall indemnify the Authority for any liability pertaining to loss of any life, health, accidents, travel, and any other losses to its personnel including sub-contractor/specialist deployed by your entity to perform scope of work specified under this Work Order
3. The entire responsibility on account of any accidents, damage or personal injury which may occur to any of your entity's vehicles/ equipment or his/its employees, or any outside party shall be exclusively that of your entity, and no claim whatsoever shall be entertained by the Authority on this account. Your entity shall keep the Authority indemnified from all the consequence.
4. The Authority undertakes no responsibility in respect of any life, health, accident, travel and other insurance which may be necessary or desirable for the Personnel of your entity or specialists associated with your entity for the purposes of the Services, nor for any member of any such person.
5. In the event of any breakdown or accident during the course of any operation, your entity shall notify the facts to the Authority, or any other officer immediately present there of such incidence and shall simultaneously make adequate remedial arrangements on his/its own cost and risk and as per the instruction of the Authority

9. *Non fulfilment of terms and conditions and Termination of Work Order*

1. If at any time during the currency of this Work Order, if any breach occurs due to the reasons attributed to your entity, the Owner shall be at liberty to terminate this Work Order without assigning any reasons, whatsoever, for such termination and any losses and/or damages occurring due to such termination shall be borne by your entity.
2. If your entity fails to carry out the work as per terms and conditions of the Work Order to the satisfaction of the Owner, the Owner shall be entitled to forfeit the Performance Security paid by your entity as per Section 11 of this document. This, however, shall not absolve your entity from its obligation to fulfill the Work Order. In such event, the Owner shall have a right to complete and / or to get the work completed at the cost & risk of your entity and your entity shall be responsible to pay such cost incurred by the Owner to complete the work and / or to get the work completed.
3. Likewise, if your entity does not fulfill the terms and conditions of the Work Order and does not carry out the work up to the entire satisfaction of the Owner, the Owner has the right to forthwith terminate the Work Order at its sole discretion, without assigning any reason. Under such events, the Owner shall be entitled to forfeit the Performance Security paid by your entity as per Section 11 of this document, and the Owner shall have a right to complete the work and / or to get the work completed at the risk and cost of your entity
4. For any reasons, if it is required, the Owner reserves rights to cancel, terminate, amend and / or alter the Work Order and / or bifurcate and / or increase and / or reduce the work at any time without giving any notice or reason to your entity and without incurring any responsibility.

10. *General terms and conditions*

10.1 *Statutory Obligations*

1. That your entity shall obtain license under the Factories Act, 1948, and it shall pay wages and benefits in accordance with the applicable laws and shall not pay less than as notified by the Government



- Authorities from time to time and shall maintain the employment records as required under applicable laws.
2. That your entity shall get his own License under Contract Labor (Regulation and Abolition) Act. It shall be binding to get the same renewed from time to time and shall maintain all the records as per the act.
 3. That your entity shall be responsible to enroll his employees, deduct, add and deposit in the relevant accounts the contributions as required under the Employees State Insurance Act, 1952 and the Employees Provident Funds and Miscellaneous Provisions Act 1952 and any other enactment's covered under the various applicable labor laws as well as maintain all books of records for the staff and employees deputed by it for this Work Order such as required under any laws applicable. Your entity shall also furnish a copy of such statements as documentary proof to the Owner.
 4. That if your entity is not covered under the Employees State Insurance Act, 1952 then it shall be the duty of your entity to take appropriate insurance cover under the Workmen Compensation Act and take Group Personal Accident Policy for all the employees deputed at the project site.
 5. Your entity has to issue the employee's Identity card with their photos and shall also maintain relevant register.
 6. That your entity shall give leave/holiday to its workforce as per the provisions of labor laws applicable
 7. Every person deployed by your entity in a Plant must wear safety gadgets to be provided by your entity
 8. Any statutory clearance, permission required for the work, its completion, commissioning shall be in your entity's scope.
 9. Your entity will be required to obtain License from the office of the Labor Commissioner for the required strength of labor, before commencement of work at site and the same shall be maintained updated and valid throughout the currency of the Work Order
 10. If any amount becomes payable by the Owner as a result of any claim or application in terms of the provisions or non-compliance of provision of the any Acts, and the Rules and Regulations, By-laws or the Orders made there under, applicable from time to time, such amounts shall be recoverable from your entity for which the Owner will not be responsible for any compensation.
 11. That your entity would obey with all applicable laws and maintain all such necessary records as necessitated under such enactments
 12. Your entity shall also indemnify the Owner against any claims, compensations, damages, loss, liquidated damages etc. for breach and / or non-fulfillment of the prevailing Rules and Regulations and other statutory provisions in force from time to time and applicable to the work during the currency of Work Order
 13. Your entity shall comply with other statutory provisions of Law. Your entity shall comply with all applicable laws, ordinances, approved standards, rules and regulations, and shall procure all necessary municipal and governmental permits, licenses and inspection and shall pay all fees and charges in connection with the items covered by the Work Order. Your entity shall serve the Owner harmless as a result of any in factions thereof. Your entity will be solely liable for all non-compliances. The following are some of the major Government of India Acts and Regulations to be complied with by your entity. The List is illustrative and not exhaustive.
 - a. The Factories Act of 1948 (63 to 1948) and Amendments and Rules (Amended up to date)
 - b. The Electricity Act, 2003 and rules made there under
 - c. The Indian Boiler Regulation Act, 1950 and rules made there under
 - d. The Minimum Wages Act, 1948
 - e. The Employees Compensation Act 1923 and Amendment Act 2010



- f. The Payment of Wages Act 1936 and Amendment Act 2012
- g. Payment of Bonus Act 1965 and amended up to date.
- h. Contract Labor Regulations & Abolition Act 1970
- i. Interstate Migrant Workmen (Regulations) Act 1979

10.2 Bankruptcy

1. If your entity commits an act of Bankruptcy or goes into liquidation except for construction purposes, or if its business is carried on by a receiver, such receiver, liquidator or any person in whom the Work Order may become vested shall forthwith give notice thereof in writing to the Owner and in reasonable time during which he shall take all reasonable steps to prevent stoppage of performance of the Work Order, have the option of carrying out the Work Order subject to his or their providing such guarantees as may be required by the Owner but not exceeding the value of the work for the time being remaining unexecuted
2. In the event of stoppage of performance under the Work Order, the period of option under this clause shall be decided by the Owner considering the situation, provided that the above option is not exercised, the Owner may terminate the Work Order by serving notice in writing to your entity. The power and provision so reserved to the Owner on taking of the work out of your entity's hands shall apply as far as they may be when the Work Order is so terminated.

10.3 Notice

Written notice shall be deemed to have been duly served if delivered to the individual or to your entity or to the Signing Authority of the Owner from whom it is intended, or if delivered at or sent by mail or post, to the last business address known to him who gives the notice.

10.4 Canvassing not Permitted

1. Your entity should not canvass their offer personally or otherwise by approaching the Chairman or the Member of the Owner. If any Bidder wants to make any representation regarding his offer, he should write to the General Manager (Power), if he desires, but personal and oral representations are not permitted.
2. In spite of the above clear instructions, any entity is found to canvass his offer through personal approach to the competent authority or the officials of the Owner, their offer will be rejected without assigning any reason and the firm even is blacklisted.

10.5 Indemnification

Your entity shall fully indemnify, save harmless and defend Owner, Owner's shareholders, the Owner, and the directors, agents and employees of the Owner (the "Owner Indemnified Parties") from and against any and all claims, including reasonable legal costs, (collectively the "Damages") by third Parties in respect of death or bodily injury or in respect to loss or damage to any property (other than the Plant or part there of not yet taken over) which arises out of or in consequence of the Services whilst your entity has responsibility for the care of the works to the extent resulting from your entity's or their agents or employees intentional act, negligence, or strict liability or omission in the performance of the Services



hereunder; provided that the foregoing obligation shall not apply to the extent the Owner Indemnified Parties are contributory negligent or strictly liable or to the extent such damages are caused by the intentional acts or omissions of the Owner Indemnified Parties. Your entity shall provide Undertaking of Indemnity, in the form of Annexure 12 of this document.

10.6 Arbitration

All questions, disputes, differences whatsoever which may at any time arises between the parties to this RFP and subsequent Work Order in connection with the RFP or any matter arising out of or in relation thereto, shall be referred to Sole Arbitrator as per the provisions of Arbitration and Conciliation Act, 1996 and subsequent amendment thereto and the venue of arbitration proceedings shall be at Ahmedabad only. The Language of the Arbitration shall be in English only.

10.7 Governing Law

The Work Order shall be construed and interpreted in accordance with and governed by the laws of India.

10.8 Jurisdiction

The matter related to any dispute or difference arising out of the RFP subsequent Work Order shall be subject to the exclusive jurisdiction of Court at Ahmedabad only.

10.9 Completion of Work

1. Upon your entity fulfilling the entirety of its obligations under the Work Order to the satisfaction of the Owner and subject to terms and conditions of the Work Order, it shall become eligible to apply for a Completion Certificate. The General Manger of the Owner shall formally issue the Completion Certificate, after verifying from the completion documents and satisfying himself that the Works under the Work Order have been completed in accordance with all the provisions of this Work Order. Your entity, after obtaining the Completion Certificate shall become eligible to present the final bill for the Works executed by it under the Work Order
2. Upon completion of Works under the Work Order and before the application for the Completion Certificate, your entity shall clear the project of the Owner of all rubbish, dirt, structures, scrap, oily rags etc. Failure to clear the project may constrain the Owner to clear the said site at the risk and cost of your entity
3. Your entity shall provide the Owner with any and all documents/records/proofs that may be demanded before issuance of Completion Certificate

10.10 Limitation of Liability

Notwithstanding any other provisions, except in cases of criminal negligence or willful misconduct:

1. Whether expressed or implied, in no event, whether as a result of breach of Work Order, warranty, indemnity, tort (including negligence) strict liability or otherwise, shall either Party be liable to the other for loss of the Work Order, loss of profit or revenue, loss of use, loss of data or information, loss of



- power, cost of replacement power, increased cost of operation and cost of capital or for any indirect, special, collateral or consequential damages
2. The aggregate liability of your entity to the Owner, whether under the Work Order, in tort or otherwise, shall not exceed the total Work Order Value, provided that this limitation shall not apply to any obligation of your entity to indemnify the Owner with respect to patent infringement.

10.11 Accident and Responsibilities of your entity

1. The entire responsibility on account of any accidents, damage or personal injury which may occurred to any of your entity's vehicles/ equipment or his/its employees, or any outside party shall be exclusively that of your entity and no claim whatsoever shall be entertain by the Owner on this account. Your entity shall keep the Owner indemnified from all the consequence.
2. In the event of any breakdown or accident during the course of any operation, your entity shall notify the facts to the Project Authority, or any other officer immediately present there of such incidence and shall simultaneously make adequate remedial arrangements on his/its own cost and risk and as per the instruction of the Project Authority
3. Your entity shall pay all claims, damages and compensation with cost arising out of or resulting there from to the third party(s) and in case the Owner would be required to face any proceedings all to pay any amount on the aforesaid account, it shall be deemed to have been discharge on behalf of your entity, the same amount shall be recovered half-an hour rest interval in between. Your entity shall ensure that the attendance of all the supplied manpower shall be taken through biometric attendance machine.

10.12 Foreclosure

1. In case of any necessity arising due to local working conditions or any unforeseen reason not in the control of the Owner or of your entity, Committee comprising of representative of the Owner, your entity and Outside Expert from Technical and Financial background shall be constituted and Committee will look into the reasons/causes and analyze the conditions as to whether the work awarded is feasible to continue with the existing terms and conditions of the Work Order or any other available option or to Fore Close the Work Order in the interest of both the Owner and your entity
2. If after study of the prevailing conditions of the Work Order under execution, committee recommends Foreclosing the Work Order keeping in view the financial implication to both the Owner and your entity, guideline/Modality of the Foreclosure of the Work Order shall be decided by the committee considering the work executed and unexecuted, period of the Work Order completed and balance period of the Work Order, value of the work executed and value of the work unexecuted etc.

10.13 Force majeure

1. Force majeure is herein defined as any cause which is beyond the control of your entity or the Owner as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Work Order, such as:
2. Natural phenomena such as flood, draughts Cyclone, earthquake and epidemics, declaration of war
3. Acts of any government, including but not limited to war, declared or undeclared priorities, quantities, embargoes, providing either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such cases.



4. Your entity will advise, in the event of his having resort to this clause by a registered letter duly certified by the statutory authorities, the beginning and end of the cause of delay, within fifteen (15) days of the occurrence and cessation of such Force Majeure condition. In the event of delay lasting over two (2) months, if arising out of Force Majeure, the Work Order may be terminated at the discretion of the Owner.
5. For delay arising out of Force Majeure, your entity will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of force Majeure and neither company nor your entity shall be liable to pay extra costs (like increase in rates, remobilization, advance, idle charges for labor and machinery etc.) provided it is mutually established that the Force Majeure conditions did actually exist
6. If any of the Force Majeure conditions exists in the place of operation of your entity even at the time of submission of bid, he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations
7. Your entity or the Owner shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/ or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time.

11. Performance Security

Your entity shall furnish Performance Security to GMDC for securing the due and faithful performance of its obligations under the Agreement, within 7 (seven) days from the date of acceptance of LOA, in the form of Demand Draft or an unconditional and irrevocable bank guarantee (Annexure 14) for amount of equivalent to 10% (Ten percent) of the Lumpsum Charges for the condition assessment of civil structures / components (without GST), payable to GMDC by your entity (the "Performance Security") from the banks approved by the Government of Gujarat from time to time except for co-operative banks. Such Performance Security shall be in favor of "Gujarat Mineral Development Corporation Ltd" and admissible and payable at Ahmedabad branch from the banks approved by the Government of Gujarat from time to time except for co-operative banks.

Your entity will be bounded for conflict resolution for a period of 12 (twelve) months after the completion of the Work Order. Hence, your entity shall maintain a valid and binding Performance Security for a period of 24 (twenty-four) months. Your entity shall ensure that the Performance Security shall subsist in full force and effect in terms hereof, throughout the tenure of the Work Order and thereafter until expiry of three months. In case tenure of the Work Order is extended then your entity shall have to renew Performance Security for a period of extended tenure.

If your entity, fails to furnish the Performance Security, it shall be lawful for GMDC to forfeit the EMD and cancel the Contract or any part thereof.

GMDC shall be entitled to forfeit and appropriate the amount of the Performance Security in whole or in part:

1. in the event GMDC requires to recover any sum due and payable to it by your entity including but not limited to damages; and which your entity has failed to pay in relation thereof; and



2. in relation to your entity's breach in accordance with the terms contained in the Agreement

At any time during the Validity Period, the Performance Security has either been partially or completely been encashed by GMDC in accordance with the provision of the Work Order, your entity shall within 15 (fifteen) days of such encashment either replenish, or provide a fresh Performance Security, as the case may be, failing which GMDC shall be entitled to terminate the Work Order.

At the end of the tenure of the Work Order, the Performance Security shall be returned to your entity without any interest, subject to any deductions which may be made by GMDC in respect of any outstanding dues under the terms of the Agreement.

This Work Order is issued to your entity to make necessary arrangements for the commencement of Work.

All other terms and conditions of our tender for appointment of Contractor for condition assessment of plant civil structures/ components at GMDC's 2X125 MW Akrimota Thermal Power Station (ATPS), Gujarat and relevant corrigendum(s), if any, shall be read with this Work Order and shall be considered as a part of this Work Order.

Your entity is requested to return the duplicate copy of the Work Order duly signed and stamped within 7 days from the date of receipt as token of your entity's acceptance of Work Order and agreed the terms and conditions mentioned therein.

Thanking you,

Yours faithfully,
For Gujarat Min. Dev. Corpn. Ltd.,

Janardan N. Dave
General Manager (Power & Purchase)

Copy to: - 1) CGM & CFO, Corporate Office, Ahmedabad
2) Sr. GM (Tech.-1), Corporate Office, Ahmedabad
3) GM (Accounts), Corporate Office, Ahmedabad
4) G.M (PP)-ATPS, Nani Chher