

**Gujarat Industries Power Company Ltd
(GIPCL)**

TENDER DOCUMENT

for

- 1. Turnkey Mining Contract for Removal of Overburden, Raising, Crushing & Transportation of -250mm size lignite from Valia Mine to Power Plant,**
- 2. Rehandling of Overburden dump at Valia Mine and**
- 3. Rehandling of lignite at SLPP Power Plant**

Tender No. GIPCL/MINING/VALIA/ 2018-19
Cost of Document: Rs. 20000/- (Non Refundable)

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NOTICE INVITING TENDER

Offers are invited from Bidders for the work of (1) Turnkey Mining Contract for Removal of Overburden, Raising, Crushing & Transportation of -250mm size lignite from Valia Mine to Power Plant, (2) Rehandling of Overburden dump at Valia Mine, and (3) Rehandling of lignite at SLPP Power Plant as shown in the Surface Plan (Annexure No. 2, 2/A & 2/B), Lignite Transport Plan (Annexure No. 3) and Lignite Re-Handling Plan (Annexure No. 4) of Surat Lignite Power Plants.

- Turnkey work of Raising and transportation of Lignite: - Approximately **22.25 MTe.**
- Rehandling of the external dump as shown in the Surface Plan (Annexure No. 2 and 2/B): - **Approximately 34.00 MCuM.**
- Stacking, Compacting, Blending and Re-Handling of Lignite/ Coal/ Blended Fuel from Stockyards at various locations throughout the year (including monsoon period) by using Heavy Earth Moving Equipments as shown in the Lignite rehandling Plan of about **140 Lakh tonne.**
- Contract period: **Seven (07) Years** from the effective date of Agreement.
- EMD: **Rs. 3.00 Crore (Rupees Three Crore Only),**
- Tender document fees: **Rs. 20000.00 (Rupees Twenty Thousand Only)**
- Pre-Bid Meeting on dated: **16/08/2018 at 11.00 hrs.**
- Last date of online submission of entire offer / complete Bid in all two parts on <https://www.nprocure.com>: **01/09/2018 up to 12.00 hrs.**

The bid document can be downloaded from web site <https://www.nprocure.com> or <http://www.gipcl.com>. For details of Pre-Qualification Criteria & other terms and conditions visit us on <https://www.nprocure.com> or contact Chief General Manager (Mines)/ Deputy General Manager (P&P) at below said address. Keep visiting <https://www.nprocure.com> website till last date for updated information, if any.

Gujarat Industries Power Company Limited,
Surat Lignite Power Plant,
At & P.O. Nani Naroli, Taluka Mangrol,
Dist. Surat-394 110, Gujarat
Email: - cgmminesoffice@gipcl.com

DETAILED NOTICE INVITING TENDER

Techno-Commercial Bid & Price Bid are invited from reputed and experienced bidders for (1) Turnkey Mining Contract for Removal of Overburden, Raising, Crushing & Transportation of -250 mm size lignite from Valia Mine to Power Plant, (2) Rehandling of Overburden dump at Valia Mine, and (3) Rehandling of lignite at SLPP Power Plant

Places of work:	Valia Lignite Mine and SLPP Power Plant at Nani Naroli, Taluka Valia, District Bharuch.
Brief Description of Work:	The Contractor will be awarded item wise turnkey mining contract involving: <ol style="list-style-type: none"> 1. Turnkey Mining Contract for Removal of Overburden, Raising, Crushing & Transportation of -250mm size lignite from Valia Mine to Power Plant, 2. Rehandling of Overburden dump at Valia Mine, and 3. Rehandling of lignite at SLPP Power Plant.
Period of Contract:	Seven Years (07) from the effective date of Agreement.
Quantity of Lignite to be raised and transported:	<ol style="list-style-type: none"> 1. Raising of Lignite on turnkey basis and Transportation of sized Lignite (-250 mm size) from Valia Lignite Mine to SLPP Power Plant as shown in Surface Plan (Annexure No. 2, 2/A) and Lignite Transport Plan (Annexure No. 3): - Approximately 22.25 MTe. 2. Rehandling of the external dump as shown in the Surface Plan (Annexure No. 2/B): - Approximately 34.00 MCuM. 3. Stacking, Compacting, Blending and Re-Handling of Lignite/ Coal/ Blended Fuel from Stockyards at various locations throughout the year (including monsoon period) by using Heavy Earth Moving Equipments as shown in the Lignite rehandling Plan of about 140.00 Lakh tonne as shown in Lignite Re-Handling Plan (Annexure No. 4).
EMD:	Rs. 3.00 Crore (Rupees Three Crore Only) , Demand Draft drawn in favor of Gujarat Industries Power Co. Ltd., payable at SBI – Nani Naroli (Branch Code-013423) or Bank of Baroda – Mosali, Dist – Surat or any other banks payable at Surat or Bank guarantee from Any Nationalised/Govt. Bank or Any one of following Private Banks (ICICI Bank, IDBI Bank, Axis Bank,

	Kalupur Co-op Bank, HDFC Bank), Commercial Bank (Kotak Mahindra Bank, Yes Bank, Ratnakar Bank, Indusind Bank, Karur Bank, DCB Bank and Cooperative Banks (Kalupur Commercial Bank Ltd, Rajkot Nagrik Sahkari Bank Ltd, Ahmedabad Mercantile Co-operative Bank Limited) in the specified Performa of the bid document.
Solvency Certificate:	Solvency Certificate of Rs. 35.00 Crore (Thirty Five Crore Only) from any Nationalised or IDBI, ICICI, Axis, HDFC banks only in India.
Cost of Bid Document / Tender Fee:	Rs. 20,000/- (Rupees Twenty Thousand Only) by demand draft drawn in favor of GIPCL payable at SBI - Nani Naroli Branch (Branch Code-013423) or Bank of Baroda - Mosali Branch (Branch Code-BARB0MOSALI) , Dist.: Surat.
Availability of Bid document:	On web site https://www.nprocure.com or http://www.gipcl.com
Downloading of tender document from websites:	03/08/2018 to 01/09/2018
Last date of submission of written request for clarification. If any, on Bid Document:	13/08/2018 up to 17.00 hrs.
Pre-Bid Meeting:	16/08/2018 at 11.00 hrs. All the prospective and eligible Bidders are requested to attend the Pre-Bid meeting on 16/08/2018 at 11.00 Hrs at GIPCL Office, Petrochemicals, Vadodara (Gujarat). Maximum two members per Bidder may be allowed for the Pre-bid conference.
Issue of Corrigendum to document, if required:	As and when required till last date of submission.
Last date of online submission of entire offer / complete Bid in all two parts on https://www.nprocure.com .	01/09/2018 up to 12.00 hrs. at https://www.nprocure.com
Submission of Techno-Commercial (Part-I) Bid in Physical form along with supporting documents at below mentioned address:	03/09/2018 up to 12.00 hrs.
Date and time for online opening of Techno-Commercial Bid (Part-I):	03/09/2018, 16.00 hrs.
Date and time for opening of	The date and time of opening of price bids will be

Price Bid (Part-II):	intimated to the technically eligible Bidder's at least one day in advance by phone / fax / courier / email.
E-Reverse Auction:	E-Reverse Auction will be conducted and informed by GIPCL to all qualified Bidders.

The above details are for information purposes only and the details are provided in the document. Bidders are advised to read the bid document before submitting the bid.

1. Amendment / corrigendum of the bid document, the forms, schedules etc. may be done any time by GIPCL during the period between publication of notice and submission of bid in the web site. The Bidders are required to visit the web site regularly till the last date of online bid submission (**i.e. 01/09/2018 up to 12.00 hrs**).
2. GIPCL reserves the right to reject any or all the offers / bids received without assigning any reason thereof.
3. The Bidders are required to quote the rate strictly as per the terms and conditions mentioned in the bid document. Conditional bid will not be entertained and shall be liable for outright rejection.
4. The Bidders are required to submit their bids on-line in the web site <https://www.nprocure.com>
5. The Bidders are required to submit their bids (Techno-Commercial and Price Bid) in physical form as mentioned in Clause No. 3.4.1 shall be submitted by the Bidders at the following address:-

Chief General Manager (Mines)

Gujarat Industries Power Company Limited,
Surat Lignite Power Plant,
At & P.O. Nani Naroli, Taluka Mangrol,
Dist. Surat-394 110, Gujarat

DISCLAIMER

- 1.1 This Bid Document is not an agreement or an offer by GIPCL to Bidders or any third party.
- 1.2 This Bid Document does not purport to contain all the information each Bidder may require. Some Bidders may have better knowledge of the Project than the others. It is expected and recommended that each Bidder conducts its own due-diligence, investigations and analysis and verifies and satisfies itself of the accuracy and completeness of the information in this Bid Document and obtain independent advice/ information from appropriate sources.
- 1.3 Neither GIPCL nor its employees or its consultants/advisors shall have any liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with this Bid Document, or any matter deemed to form part of this Bid Document, the award of the Project, or any other information supplied by or on behalf of GIPCL or its employees, any consultants/advisors or otherwise arising in any way from the selection process for the award of the Project.
- 1.4 Information provided in this Bid Document to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. GIPCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 1.5 GIPCL accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Bid Document.
- 1.6 GIPCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Bid Document.
- 1.7 The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid Document including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by GIPCL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the GIPCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the bidding process.

This Bid Document and the information contained herein are strictly confidential and privileged and are for the exclusive use of the Bidder to whom these are issued or its concerned Promoter(s) / wholly owned Subsidiary (ies) on whose strength / experience the Bidder is seeking qualification. This Bid Document must not be copied or distributed by the recipient to third parties (other than, to the extent required by applicable law or in confidence to the recipient's professional advisors, provided that such advisors are bound by confidentiality restrictions at least as strict as those contained in this Bid Document). In the event that after the issue of the Bid Document the recipient does not continue with its involvement in the bidding process for any reason whatsoever, this Bid Document and the information contained herein must be kept confidential by such Bidder and its concerned Promoter(s) / wholly owned Subsidiary (ies) and professional advisors, if any at all times.

- 1.8 Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising GIPCL in relation to, or matters arising out of, or concerning the bidding process. GIPCL will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. GIPCL may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or GIPCL.
- 1.9 The Bidders or their Promoter(s) / wholly owned Subsidiary (ies) shall not make any public announcements with respect to this bidding process or this Bid Document. Any public announcements in this regard shall be made exclusively by GIPCL. Any breach by the Bidder shall be deemed to be non-compliance with the terms and conditions of the Bid Document and shall render its Bid liable for rejection. GIPCL's decision in this regard shall be final and binding on the Bidder.
- 1.10 GIPCL reserves the right to change or modify the Bid Document at any time during the bidding process. All Bidders to whom this Bid Document has been issued shall be intimated of any such change. The Bidders or any third party shall not object to such changes/modifications. Any such objection by the BIDDER shall make the bid liable for rejection by GIPCL. Further objection by any third party shall be construed as infringement on confidentiality and privileged rights of GIPCL with respect to this Bid Document.
- 1.11 GIPCL reserves the right in its sole discretion, without any obligation or liability whatsoever, to accept or reject any or all of the bids at any stage of the bidding process without assigning any reasons. Further GIPCL reserves the right to annul the bidding process and / or to reject any or all bids at any stage prior to the signing of the Mining Contract without thereby incurring any liability to the affected

Bidders or any obligation to inform the affected Bidders of the grounds for GIPCL's action. Decision of GIPCL shall be final and binding in this regard.

- 1.12 GIPCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment, assumptions, terms and conditions contained in the this Bid Document.
- 1.13 The Bidder should confirm that the Bid Document is complete in all respects. In the event that the Document or any part thereof is mutilated or missing, the Bidder must notify GIPCL immediately at the following address:

Chief General Manager (Mines)

M/s. Gujarat Industries Power Company Ltd
Surat Lignite Power Plant
At & Po. Nani Naroli,
Taluka Mangrol,
Dist. Surat- 394 110, Gujarat.
Phone: 02629-261087
Email: - cgmminesoffice@gipcl.com

If no intimation is received by GIPCL at the above-mentioned address within 5 Business Days from the date of issue / download of the Bid Document, it shall be considered that the Bid Document received by the Bidder is complete in all respects and that the Bidder is fully satisfied with the Bid Document. No extension of time may be granted to any Bidder for submission of its Bid on the ground that the Bidder did not obtain a complete set of the Bid Document.

- 1.14 It shall be deemed that by submitting the Bid, the Bidder agrees and releases GIPCL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
- 1.15 By receiving this Bid Document, it shall be deemed that the persons so receiving the Bid Document have reviewed, understood and accepted the disclaimers contained in this.

LIST OF ABBREVIATIONS

ADB	Air Dried Basis
ARB	As Received Basis
CuM	Cubic Meter
EIA	Environment Impact Assessment
EMP	Environment Management Plan
FY	Financial Year
GCV	Gross Calorific Value
GIPCL	Gujarat Industries Power Company Limited
GUVNL	Gujarat Urja Vikas Nigam Limited
HEMM	Heavy Earth Moving Machinery
IB	Inter Burden
LoI	Letter of Intent
MCuM	Million Cubic Meter
MoU	Memorandum of Understanding
MTPA	Million tonnes per annum
MTe	Million Tonne
OB	Over Burden
OGL	Original Ground Level
RBI	Reserve Bank of India
ROM	Run of Mine
TPH	Tonnes per hour
LHS	Lignite Handling System

SECTION – I

Definitions, Interpretations and Agreement Documents etc.

Definitions:

1. **Authorized Representative(s) and Signatories:** Each Bidder shall designate maximum two persons (“Authorized Representatives and Signatories”) authorized to represent the Bidder in all matters pertaining to its bid. These designated persons should hold the power of attorney duly authorizing them to perform all tasks including but not limited to sign and submit the bid; to participate in all stages of the Bidding process; to conduct correspondence for and on behalf of the Bidder, and to execute the Bid Agreement and any other documents required to give effect to the outcome of the Bidding process. The original power of attorney, duly notarized, in favor of the Authorized Representatives and Signatories shall be enclosed by the Bidder along with the covering letter.
2. **Bidder:** Bidder means the person or persons, firm or company that has submitted a Bid in response to this document.
3. **Partnership Firm:** In case of a partnership firm, each of the partners shall be jointly and severally liable for all liabilities, actions/duties and claims including financial, legal, environmental and technical liabilities on behalf of Bidding Partnership Firm.
4. **Proprietorship entity:** In case of a proprietorship entity, the proprietor shall be responsible all interactions with GIPCL.
5. **Performance Bank Guarantee/ Security Deposit:** Performance Bank Guarantee shall mean the guarantee to be furnished by the Contractor who is selected based on the Bidding process.
6. **Financial Year:** Financial Year shall mean the 12 month period corresponding to the audited financial statements.
7. **Quarter:** A period of 3 months ending on 31st March, 30th June, 30th September and 31st December.
8. **Sampling/ Analysis:** Sample / Analysis to be carried out as per BIS standard.
9. **Net Worth:** Net worth is the sum total of paid up capital and free reserves. Free reserves means all reserves credited out of the profits and share premium account but do not include reserves credited out of revaluation of assets, write back of depreciation provisions and amalgamation. Further, any debit balance of profit and loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from Reserves and Surplus.
10. **Operating Year:** Operating Year shall mean a period of 12 months starting from date of the contract agreement as certified by GIPCL Management.
11. **Turnover:** Turnover is Gross Sales or Gross Revenues, as defined by the Indian Accounting Standards published by the Institute of Chartered Accountants of India.
12. **Qualifying Proposal Requirements:** Qualifying requirements shall mean the requirements set forth in this document for the purpose of evaluation.

13. **Stripping Ratio:** The ratio of Bank Overburden (measured in-situ in cubic meters) to Lignite (measured in Tonnes) that shall be excavated from the Site by the Contractor in accordance with the terms of this Contract Agreement.
14. **Bank Cubic Meter/s (BCM):** "BCM" shall mean the volume of rock insitu (in-situ) without being disturbed.
15. **Sized Lignite:** Lignite of size -250 mm after subjected to crushing/ breaking or any other suitable mechanical means.
16. **Unscheduled Outage:** means an outage which is not a Scheduled Outage.
17. **"Company" or "GIPCL" or "Management"** shall mean Gujarat Industries Power Company Limited including its successors in office and as signees or its representatives authorized to act on its behalf for the purposes of contract.
18. **"Clause" or "provision"** shall mean the clause and sub clauses of this bid document and/or agreement etc.
19. **"Contractor"** shall mean the person or persons, firm or company, whose bid has been accepted by the GIPCL and shall include his/its/their legal representatives, administrators, successors and assigns.
20. **"Contract Document"** shall mean collectively bid documents, designs, drawings, plans, specifications, agreed variations, if any and other documents constituting the bid and acceptance thereof.
21. **"Contract", "Contract Agreement" / "Agreement"** shall mean the agreement between GIPCL and the Contractor for execution of work/s. The agreement document shall mean collectively Notice Inviting Tender, tender document, corrigenda if any, plans and agreed variations (if any). Detailed Letter of Intent and other documents constituting the bid and acceptance thereof.
22. **"Completion Certificate/ Final Certificate"** shall mean the certificate to be issued by the GIPCL when the work/s has been completed to his satisfaction as per terms of the contract.
23. **"Commencement of work"** shall mean start of work of OB/ IB/ Lignite handling by the Contractor as per contract terms to the satisfaction of the GIPCL.
24. **"Drawings"** shall mean all map/s, plan/s section/s, sketch/s, layout/s, and tracing/s, or print/s, thereof with additions, alterations, corrections and modifications, if any as may be approved in writing by the GIPCL from time to time broadly defining the scope of specifications for the execution of the contract.
25. **"Mobilization Period"** shall mean the time allowed to Contractor to mobilize required manpower and recourses for the development phase for commencement of the work.
26. **"Letter of Intent" or "Detailed letter of Acceptance" or "Work order"** shall mean intimation by a letter/ fax/E-mail to Bidder that his / their bid has been accepted, in accordance with the provision contained in the letter/fax/E-mail.
27. **"Mines Manager"** shall mean the person appointed under Coal Mines Regulation, 2017 and so designated for Valia Mine of Gujarat Industries Power Company Limited.
28. **"Power Plant"** shall mean the Power plant of M/s Gujarat Industries Power Company Limited located at Nani Naroli in Tal Mangrol, Distt. Surat.
29. **"Rate for Turnkey work for Over burden/ inter burden removal, Raising, Producing and Transportation of sized Lignite (-(minus) 250 mm size) to**

SLPP Power Plant” means, rate quoted in figures and words by the Contractor and accepted and awarded by the GIPCL as payable to the Contractor for execution/ performance of all the contractual obligations as mentioned in the scope of work or otherwise for the respective works.

30. **“Rate for Re-handling of the External Dump”** means, rate quoted in figures and words by the Contractor and accepted and awarded by the GIPCL as payable to the Contractor for execution/ performance of all the contractual obligations as mentioned in the scope of work or otherwise for the respective works.
31. **“Rate for Stacking, Compacting, Blending and Re-Handling of Lignite/ Coal/ Blended Fuel from Stockyards”** means, rate quoted in figures and words by the Contractor and accepted and awarded by the GIPCL as payable to the Contractor for execution/ performance of all the contractual obligations as mentioned in the scope of work or otherwise for the respective works.
32. **“Lignite Landing Cost”** means, lignite rate fixed as determined by GIPCL.
33. **“Lignite”** means lignite / carbonaceous material which have calorific value in general in the range of 2500-2750 KCal/Kg and more on **daily weighted average basis and in-situ.**
34. **“Schedule of quantities”** shall mean the quantities of OB/IB and Lignite to be handled and as provided in the contract, for execution of the contract.
35. **“Bid”** shall mean the bid submitted by the Bidder against this bid enquiry document for acceptance by the GIPCL.
36. **“Tonne”** shall mean metric tonne (1000 kilograms.)
37. **“Waste”** shall mean overburden, inter-burden and inferior carbonaceous material/clay as required to be excavated at Valia Lignite Mine.

Interpretations:

1. Wherever it is mentioned that the contractor shall do or perform or cause to be done certain work/s or provide certain facilities or discharge certain obligation/s or make certain provision/s etc., it is expressly agreed and understood that each and every such work/s, facility, obligation/ s or provisions etc. shall be made and/ or provided by the contractor to the satisfaction of the GIPCL at the cost and consequences of the contractor as the work is on turnkey basis.
2. Several clauses and documents forming the contract are to be taken in harmony. Should there be any discrepancy, inconsistency, error or omission in the contract or for any of the matter/s, the same shall be referred to in writing by the contractor to the GIPCL, whose interpretation/s, decision in writing shall be conclusive, final and binding on the contractor.
3. The works shown upon the drawing but not mentioned in the specifications or described in the scope of work without being shown on the drawings shall nevertheless be held to be included in the same manner as if they had been specifically shown upon the drawings and described in the scope of work.
4. All headings and marginal notes to the various clauses of the contract are solely for the purpose of giving a concise indication and not a summary of the contents thereof and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof, or the provisions of the contract .

5. In the contract, unless otherwise stated specifically, the singular shall include the plural and vice versa, wherever the context so requires , the words interpreting person/s shall include incorporated companies, registered association, body of individuals or partnership firm.
6. Where any portion of the General Conditions of the contract is repugnant to or at variance with any provisions of the Special Conditions of the Contract, then, unless a different intention appears, the provisions of Special Conditions of the contract shall be deemed to over ride the provision of the General Conditions of the Contract and shall to the extent of such repugnancy or variations, prevail.
7. Notwithstanding the sub-divisions/s of the various clauses of the contract into the separate parts/ sections, every part of such shall be deemed to be supplementary to and complementary of each and every other part and shall be read with and into the contract so far as it may be practicable to do so.
8. General conditions of the contract shall be read in conjunction with the special conditions of contract, specification of work, drawings and any other documents forming part of this contract wherever the context so requires.
9. The materials, designs and workmanship etc. shall mean the same as specified in the relevant Indian Standards and the job specifications contained herein and codes, referred to in the contract and the additional requirements, if any, shall also be satisfied by the contractor.
10. No Director or official or employee of the company shall in any way be personally bound or liable for the acts or obligations of the company under the contract or answerable for any default or omissions in the observance or performance of any of the acts, matters or things which are herein contained.
11. No amendments to the contract shall be valid unless specifically made as an amendment in writing to the contractor and signed by the authorized representative of the parties, to the contract.
12. The titles or headings in this Bid Document are for convenience and easy reference only and shall not be taken into account for the purpose of construction or interpretation of this Bid Document.
13. Any reference to “person” shall include individuals, companies, firms, corporations and associations or bodies of individuals, whether incorporated or not and shall include their respective successors in business and permitted assigns.
14. A reference to any gender includes the other gender.
15. Unless otherwise specified, a reference to a Section, Clause, Annexures, Schedule, Attachment or paragraph is a reference to a Section, Clause, Annexure, and Schedule, Attachment or paragraph of this Document.
16. The terms “include” and “including” shall be deemed to be suffixed with the words “without limitations”, whether or not so followed.
17. Words imparting singular shall also include plural and vice-versa and any word defined in the singular shall have the corresponding meaning when used in the plural and vice versa.

Declaration by the Bidder:

The Bidders have to declare the following on its letter head, under his signatures and

seal:-

1. We do hereby confirm and declare that we have independently inspected Valia lignite mine area including dump areas as described in the document, ascertained and obtained all relevant and necessary information, data, particulars, conditions of services of workmen and working conditions, facilities, availability of surface & subsurface water & its pumping requirements, existing industrial environment etc. which are directly or indirectly related to scope of work.
2. We have ascertained the location and situation of Valia Lignite Mine area, the specified areas where the contractor would be required to undertake the excavation work, create top soil dumps, the location of dumping Site earmarked for waste disposal for the specified areas, location of weighbridge, lignite stock yard, road network and location of power plant up to where the contractor will be required to create and maintain haul roads for trucks/dumper movement, handling of lignite up to power plant.
3. We have assessed and satisfied our self as to the nature, condition, quantum, extent, scope and magnitude of the work, involved in the contract, type and conditions of the strata, rock, soil, sub-soil, ground, working conditions of the area/s, availability of power supply, water supply, men and machinery requirement, availability of land, availability of surface & sub-surface water and its pumping requirement etc. The Bidder do hereby agrees and undertakes not to raise any dispute and/ or objection at any stage on any ground whatsoever.
4. We have assessed the condition & facilities at Valia Lignite Mine & shall not hamper the required supply of lignite to power plant.
5. We have assessed the quantity of daily lignite requirement & agree to transport it regularly to keep running of Power Plants.

Governing Law:

1. The Document shall be governed by and interpreted in accordance with laws in force in India and the Courts of Vadodara shall have exclusive jurisdiction over matters relating thereto.

Contract Documents:

The following documents shall constitute the Agreement between the GIPCL and the Bidder, and each shall be read and construed as an integral part of the Agreement:

1. Notice Inviting Tender.
2. Any Corrigendum/ Clarification(s) issued by the GIPCL to Tender Documents.
3. Borehole Litho logs.
4. Surface Plan of the Valia Lignite Mine
5. Lignite Transport Plan.
6. Lignite Re-Handling Plan of Lignite stockyards of Power Plant.

SECTION – II

Brief Introduction

2.1 Gujarat Industries Power Company Ltd.:

Gujarat Industries Power Company Limited (GIPCL) is a Public Limited Listed Company incorporated in 1985 having its Registered Office at P.O.: Petrochemicals – 391 346, Dist.: Vadodara. GIPCL was promoted under the auspices of the Govt. of Gujarat (GoG) by Gujarat Urja Vikas Nigam Limited (GUVNL) (erstwhile Gujarat Electricity Board – GEB), Gujarat Alkalies & Chemicals Limited (GACL), Gujarat State Fertilizers & Chemicals Limited (GSFC) and Petrofils Co-operative Limited (in Liquidation). The Company was conceived to cater electricity requirements of the Promoting Power Intensive Companies.

GIPCL installed its first 145 MW Nephtha / Natural Gas based Power Plant at Vadodara in February 1992. GIPCL expanded its Power generation capacity by installing 165 MW Nephtha / Natural Gas based Power Plant at Vadodara in November 1997, as Independent Power Producer (IPP). Further, It expanded its capacity by installing Lignite based Phase-I, 125 MW X 2 Units in February 2000 and Phase-II, 125 MW X 2 Units in April 2010, at Village Nani Naroli, Tal.: Mangrol, Dist.: Surat, known as Surat Lignite Power Plant (SLPP). Power generated by GIPCL is supplied to State grid (GUVNL) and a part of it is given to the promoting companies through the State Grid. GIPCL has its captive Lignite Mines in Mangrol Taluka, Dist.: Surat and Valia Taluka, Dist.: Bharuch.

In addition, GIPCL is operating 5 MW Photo Voltaic Solar Power Plant which is located on the top of Over Burden Soil Dump at Vastan Lignite Mine. GIPCL has also successfully commissioned 1 MW Distributed Solar Power Pilot Plants (DSPP) with novel concept of Agriculture activities, at two locations in Gujarat viz. at Village Amrol, Tal.: Ankalav, Dist.: Anand and at Village Vastan, Tal.: Mangrol, Dist.: Surat. GIPCL is also set up 2x 40 MW PV Based Solar Power plant at Gujarat Solar Park, Charanka, Dist.: Patan, Gujarat. PPA for the project has been signed with Solar Energy Corporation of India Ltd (SECI).

GIPCL has also commissioned 112.4 MW Wind power projects in the State of Gujarat. The projects are in operation since 2016.

2.2 Location:

The proposed Mangrol-Valia Lignite Mining Block which is an extension of Vastan Lignite field is situated near Mangrol Town. This mining block spreads across Mangrol Taluka of Surat District and Valia Taluka of Bharuch District. The block is a part of Survey of India Topo sheet No 46 G /3 lying between Latitudes 21⁰ 25' to 21⁰ 31" North and Longitudes 73⁰ 06' to 73⁰ 09' East. This block is about 65 kms from the Surat District Head Quarter.

Bhuki River a tributary of Kim River runs in the middle of the lease area. The block is about 48 Kms South of Rajparadi. The Site can be approached from National Highway (NH-8) connecting Kim Four Road Junction (Kim Char-Rasta), which lies in between Surat and Bharuch. The major road connecting Mangrol and Kim via Tadkeshwar passes through the property.

2.3

Climate:

Climate of the area is subtropical. The annual rainfall recorded during past 15 years ranges between 538.7 mm to 2310 mm. The highest precipitation occurs normally from last week of June to last week of September. The area in general is more or less flat with some minor undulations.

The general slope of the area is towards Kim river flowing from the north eastern part. Kim river is a seasonal river which flows in the northwest direction. Normally 245 to 260 days are available for actual working in the proposed mining area.

2.4

Exploration and Interpretation:

The exploration was carried out earlier by the Commissioner of Geology and Mining, Govt. of Gujarat. GIPCL also carried out fresh exploration work in the area. GIPCL's BH is denominated as 'VLR' Series.

2.5

Current Status of the Existing Valia lignite Mine:

- 1) Currently project is in operation with approved mine capacity of 4.2 MTPA. Project has already established infrastructures facilities. Mining and lignite production activities are going on by existing turnkey mining contractor as shown in Annexure No. 2 and 2/A. The existing turnkey mining contract is likely to continue up to about Nov-Dec, 2018.
- 2) The available quantity of OB/IB at external dump yard will be approximately **34.00 MCuM** at the end of the existing contract.

2.6

The Contract:

2.6.1 GIPCL has been granted Mining Lease C and D Block (extending to 849.00 Ha areas of villages Rajgarh, Kosmadi, Dansoli & Luna etc in Valia Taluka of Bharuch district and Harsani, Timberva and Bhilwada villages of Mangrol Taluka in Surat district respectively. GIPCL proposes to mine the lignite reserves by opencast mining with annual lignite production capacity of approximately 3.25 MTe to feed existing 4x125 MW Power Plants.

2.6.2 The Valia lignite mine is near the Rajgarh Village of Valia Taluka with a new contracted pit area is about 305.00 Hectares includes pit area and OB/IB/Top Soil dump area, where almost complete land is in the possession of GIPCL. The area is almost flat and free from any major surface features.

2.7

Method Of Mining and Lignite Transportation:

2.7.1 It is proposed to work the mine by opencast mining methods, using conventional mining machinery like hydraulic excavators and dumpers for OB removal and by hydraulic excavators/Surface Miners and dumpers for lignite mining and dozers, road grader etc. for ancillary operations, crushing/breaking and supplying of lignite of minus (-) 250 mm by lignite feeder breaker/ any other mechanism of appropriate capacity and Transportation of -250 mm lignite from Valia Lignite Mine to SLPP Power Plant as

shown in the Surface Plan (Annexure No. 2 and 2/A) and Lignite Transport Plan (Annexure No. 3).

2.7.2 The entire topsoil excavated from the mining area shall be re-spread over the stabilized reclaimed area. No extra payment shall be made for such activity. Top soil is to be spread over the reclaimed area from the concurrent top soil excavation area.

2.7.3 Lignite Transportation:

The Contractor shall be solely responsible for transporting of sized Lignite (-250 mm size) as specified in schedule target from Valia Lignite Mine to SLPP Power Plant as shown in the Surface plan (Annexure No. 2 and 2/A) and Lignite Transport Plan (Annexure No. 3).

2.8 Description of the Work as described in Scope of Work:

GIPCL proposes to award the work for,

1. Turnkey Mining Contract for Removal of Overburden/ Inter Burden, Raising, Crushing & Transportation of -250mm size lignite from Valia Mine to Power Plant,
2. Rehandling of Overburden dump at Valia Mine and
3. Rehandling of lignite at SLPP Power Plant

For details, please refer to the Clause No. 5.2.2 on the Scope of Work under Section V – Mining-Part II (Scope of Work & Special Conditions of the Contract)

2.9 Duration and Quantity of Work:

2.9.1 The period of contract will be 07 (Seven) years from the effective date of Agreement period. Initially up to Nov-Dec, 2018, New contractor will work parallel to the existing contractor.

Total approximate estimated quantity of:

1. Turnkey Mining Contract for Removal of Overburden/ IB, Raising, Crushing & Transportation of -250mm size lignite from Valia Mine to Power Plant as shown in Surface Plan (Annexure No. 2 and 2/A) and Lignite Transport Plan (Annexure No. 3): - **Approximately 22.25 MTe.**
 2. Rehandling of the external dump as shown in the Surface Plan (Annexure No. 2/B): - **Approximately 34.00 MCuM.**
 3. Stacking, Compacting, Blending and Re-Handling of Lignite/ Coal/ Blended Fuel from Stockyards at various locations throughout the year (including monsoon period) by using Heavy Earth Moving Equipments as shown in the Lignite rehandling Plan of about **140.00 Lakh tonne** as shown in Lignite Re-Handling Plan (Annexure No. 4).
- 2.9.2** Further GIPCL reserves the right to increase or decrease the annual quantity

in any Operating Year at any point of time during the Operating Year by giving at least a 30 days prior notice in writing. The quantity of OB/IB removal and lignite are only indicative/ estimated figures. As this is a captive lignite mine for Surat Lignite Power Plant, the actual quantity of OB/IB and lignite will depend solely on the requirement of the power plant after taking into account lignite availability from Vastan Mine and Mangrol Mine. GIPCL will have sole discretion as to the requirement of lignite for generation of electricity from time to time. The Bidder / Contractor has agreed and understood that the requirement of lignite by Power Plant may vary from time to time, to which the Bidders/Contractor shall not have any objection. Accordingly, the Contractor shall not be entitled to any compensation or indemnity on account of increase or decrease in the quantity of OB/IB and lignite.



SECTION- III

Instruction to the Bidders

3.1 Instruction to Bidders:

Bidders are advised to carefully read the instructions, evaluation norms and other terms and conditions described in these documents under different Chapters before making their offer. In case of any doubt they may seek clarification/further information's from the Chief General Manager (Mines) or the Deputy General Manager (P&P) at the Administrative Office of GIPCL at SLPP at the following telephone numbers during office hours from 08.30 a.m. to 5.30 p.m.

Chief General Manager (Mines)	02629-261087	nkpurohit@gipcl.com
Deputy General Manager (P&P)	9909925337	agupta@gipcl.com

3.2 e-Tendering:

3.2.1 Bid documents are available only in electronic format which Bidder can download free of cost from the websites <https://www.nprocure.com> or <http://www.gipcl.com>

3.2.2 All bids (Techno-Commercial and Price bid) should be submitted online through the web site <https://www.nprocure.com> only. No physical submission of rates will be entertained as it should be furnished online only. Also no fax, email and letter will be entertained for the same.

3.2.3 Following should be submitted in physical form in sealed covers separately at GIPCL's office:

- i. Document fee
- ii. EMD
- iii. Supporting documents for Techno-Commercial Bid

The Chief General Manager (Mines)
M/s. Gujarat Industries Power Company Limited
Village Nani Naroli, Taluka Mangrol,
Dist. Surat – 394110 (Gujarat)

3.2.4 Bidder who wish to participate in online bids will have to procure / should have **legally valid Digital Certificate (Class III)** as per Information Technology Act-2000, using which they can sign their electronic bids. Bidder can procure the same from any of the license certifying Authority of India or can contact M/s. (n)code solutions- a division of GNFC Limited, who are licensed Certifying Authority by Government of India.

3.2.5 All online bids should be digitally signed. Kindly note that valid Digital Signature Certificates is must for the entire interested Bidder. Online tendering process is not possible without **valid digital signature certificate**.

3.2.6 Interested Bidder are also requested to complete their procedure for taking digital signature certificate at least 3 days before last date of submission of tender online.

3.2.7 Free Bidder training camp will be organized every Saturday between 16.00

hrs. to 17.00 hrs. at M/s (n) code solutions. Bidders are requested to take benefit of the same (Advance Confirmation to M/s (n) code is requested).

3.2.8 M/s (n)code solutions reserves the rights to issue digital signature certificate after verification of application forms / supporting documents submitted by Bidder.

An M/s (n) code solution is also fully authorized to issue digital signature certificate to Bidder.

The Bidders who have no facility to participate in on-line tenders are requested to contact M/s (n) code solutions for the same.

3.2.9 All the correspondence in respect of training, support or digital signature certificate should be addressed to M/s (n)code solutions directly on the above mentioned address

3.3 Site Visit:

The Bidders are advised to visit the proposed work Site after downloading the tender copy from <https://www.nprocure.com> or <http://www.gipcl.com> to study the actual working and all other related conditions, before submitting their offer. The Bidders may approach the office of the GIPCL for assistance to examine the Site of works and its surroundings and obtain for themselves, at their own responsibility, all 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 Bidders shall be deemed to have visited the Site and surroundings, to have satisfied themselves to the existing and proposed working and all other related conditions at Site and ascertain for themselves the scope of work and ground situation including conditions of road over which lignite is proposed to be transported from Valia Mine to the Power Plant and the assessment of risks associated with the work whether apparent or inherent to the nature of the work involved in the execution of the work enumerated in the scope of work nature and conditions of rock and soil and it's behavior, if any, availability of material, water, labour, transportation facilities probable Sites for labour accommodation and store, godown, etc. and the extent of lead and lift and other factors involved in the execution of works.

The Bidder shall confirm in writing about their Site visit to Chief General Manager (Mines)

3.4 Two Bid System:

The Bidder shall prepare the bid document in two parts:

3.4.1 Part – I: Techno-Commercial Bid: Consisting of information in the format i.e. forms A, B, C, D, E, F, G, H, I and J along with the financial standing of the Bidder for the past 3 years (2015-16, 2016-17 and 2017-18) are to be submitted on line for eligibility and Qualification criteria as required under SECTION- IV & submission of bid document fee & EMD. The following documents are also required along with **Part – I: Techno-Commercial Bid.**

1. Power of authority of the signatory to the Bidder.

2. Latest solvency certificate from the nationalized bank.
3. In case of a Partnership Firm as a Bidder, a certified copy of the Partnership Deed of the Firm.
4. Financial Standing of the Bidder such as for the past 3 years (2015-16, 2016-17 and 2017-18)
 - a. **Profit and Loss Statement,**
 - b. **Balance Sheet,**
 - c. **Auditor's Report.**
5. **To participate in e-Reverse Auction, bidders have to create e-Auction USER ID on <https://e-auction.nprocure.com> and it is mandatory to submit the same along with physical Technical-Commercial Bid, so that the bidder shall be allowed to participate the e-Reverse Auction.**

The **Techno-Commercial Bid (Part-I)** is to be submitted on line on or before **01/09/2018 not later than 12.00 hrs.** in the format i.e. forms A, B, C, D, E, F, G, H, I and J wherein details of document fee and EMD, experience, equipment owned, proof of experience, machinery and equipment owned by the Bidders in the prescribed performa's.

A hard copy of the entire format i.e. forms A, B, C, D, E, F, G, H, I and J format, duly filled in, along with document fee in form of DD and EMD in form of DD or BG, Power of authority of the signatory to the Bidder, Latest solvency certificate from the nationalized bank , In case of a Partnership Firm as a Bidder, a certified copy of the Partnership Deed of the Firm and Financial Standing of the Bidder such as for the past 3 years (2015-16, 2016-17 and 2017-18) will be submitted in a separate sealed cover marked **Techno-Commercial Bid, Part-I, Tender No. GIPCL/ MINING/ VALIA/ 2018-19** at the office of the **Chief General Manager (Mines)** at the address given below, on or before **03/09/2018 not later than 12.00 hrs.** On receipt and verification of the same, the Bidder will be declared qualified for the Price Bid.

The Chief General Manager (Mines)

M/s. Gujarat Industries Power Company Limited
 Village Nani Naroli,
 Taluka Mangrol,
 Dist. Surat – 394110 (Gujarat)

- 3.4.2 Part – II: Price Bid:** Consisting of the price schedule, shall be submitted online on the website <https://nprocure.com> only on or before dated **01/09/2018 by 12:00 hrs** in the prescribed forms **FORM-AA, PRICE BID/SCHEDULE (“PRICE BID”)** only, provided at the end of these bidding documents, without exception. Rates quoted will be exclusive of GST.

The rates of remuneration quoted by the Bidder will be including all taxes, duties and levies and shall be firm & fixed for entire contractual period except

as provided elsewhere in this bid document.

- 3.4.3** The price bid should be submitted **online** only through the website <https://nprocure.com> No physical submission of rates will be entertained. Also no fax, e-mail, letters will be entertained in this regard.
- 3.4.4** If the EMD, tender fee and solvency certificate are not found in the sealed **Techno-Commercial Bid** cover or if the amount thereof is found short, the bid will not be considered for scrutiny and be liable to be out rightly rejected.
- 3.4.5** GIPCL reserves the right to reject any or all the bids without assigning any reason thereof
- 3.4.6** The **Techno-Commercial Bid** cover should contain an affidavit in original in the prescribed Performa as given in the bid document, duly sworn before a Magistrate/Notary to the effect that all the supporting documents submitted with the bid is genuine and correct. If it is found at any point of time that the said documents were not genuine then in that event the bid will be rejected or contract will be terminated, EMD will be forfeited and the Bidder may be debarred from participating in further/future bidding process.
- 3.4.7** The bid submitted by the Bidder shall be unconditional in all respect, other than as may be specifically permitted under this document.
- 3.4.8** Generally, the Selected Bidder shall be the lowest Bidder. The remaining Bidders shall be kept in reserve and may, if required, be invited to match the Bid submitted by the lowest Bidder in case such lowest Bidder withdraws or is not selected for any other reason. In the event that none of the other Bidders match the Bid of the lowest Bidder, GIPCL may at its sole discretion, invite fresh Bids from all Bidders or annul the Bidding Process, as the case may be.
- 3.4.9** Any bid submitted by a Bidder is not transferable.
- 3.5** **Pre-Bid Meeting:**
GIPCL proposes to hold a pre-bid meeting to clarify queries and furnish replies to the questions/ observations, if any raised by the Bidders on the tender. The meeting will be held at GIPCL Office, Petrochemicals, Vadodara (Gujarat) on the date and time as per NIT. The queries, if any is to be sent in advance in the prescribed format for submission of clarifications in the Bid document (**Microsoft Word Format and PDF Both**) to Chief General Manager (Mines) so as to reach at least four days before the scheduled date of pre-bid meeting. It is not mandatory to attend the meeting but it would be in the interest of Bidders to do so. It is also advisable for Bidders to visit the Site before the pre-bid meeting.
- 3.6** **Opening of the Bid:**
The envelope containing **Part I- Techno-Commercial Bid** aspects of the bid will be opened on the scheduled date of opening of the bid, at the office of the GIPCL. The date and time of opening of price bids will be intimated to the technically eligible Bidder's at least one day in advance by phone/ fax/ courier/ email.
- 3.7** **All Pages to be Initialed:**
- 3.7.1** All signatures in the bid documents shall be dated as well as the pages of all the sections of bid documents shall be initialed at the lower right hand corner

and signed wherever specified in the bid papers by the Bidder or by a person holding power of attorney authorizing him/her to sign on behalf of Bidder before submission of the bid. All papers should also bear the stamp of the Bidder.

- 3.7.2** The bid shall contain the registered name, and place of business of person or persons, participating in the bid and shall be signed by the Bidder with usual signature. Partnership Firms shall furnish the full particulars of all the partners and a copy of registered Partnership Deed in the bid. The bid shall be signed either by all the partners or by any one partner duly authorized by all other partners of the firm. Bid by a Corporation/Company, shall furnish full particulars of all Directors and the bid shall be signed by an authorized representative duly authorized as per the Board Resolution or holder of Power of Attorney issued by the functional director in that behalf, to be enclosed with the bid. The bid so signed shall be binding to the person concerned.
- 3.8 Earnest Money Deposit:**
- 3.8.1** The Bidder shall furnish, as part of the bid, Earnest Money Deposit (EMD)/ Bid Security for an amount of **Rs. 3.00 Crore (Rupees Three Crore Only)**, Demand Draft drawn in favor of Gujarat Industries Power Co. Ltd., payable at SBI – Nani Naroli (**Branch Code-013423**) or Bank of Baroda – Mosali, Dist – Surat or any other banks payable at Surat or Bank guarantee from Any Nationalised/Govt. Bank or Any one of following Private Banks (ICICI Bank, IDBI Bank, Axis Bank, Kalupur Co-op Bank, HDFC Bank), Commercial Bank (Kotak Mahindra Bank, Yes Bank, Ratnakar Bank, Indusind Bank, Karur Bank, DCB Bank) and Cooperative Banks (Kalupur Commercial Bank Ltd, Rajkot Nagrik Sahkari Bank Ltd and Ahmedabad Mercantile Co-operative Bank Limited), in the specified Performa of the bid document.
- 3.8.2** The bid securities of unsuccessful bidder will be returned without interest as promptly as possible, but not later than 30 days after the expiry of the period of bid validity or after receipt of Performance Security Deposit from the Contractor, whichever is earlier.
- 3.8.3** The bid security of Contractor will be returned only when they have signed the agreement and furnished the required performance security.
- 3.8.4** The Bid security may be forfeited, if any Bidder withdraws his bid during the period of bid validity or prior to award of contract whichever is earlier. The Bid security may also be forfeited if the Bidder fails to furnish the required performance security after award of the work or if the Contractor refuses to accept the contract for any reason.
- 3.9 Validity:**
- 3.9.1** Bid submitted by Bidder shall remain valid for acceptance for a period of **180 days** from the date of submission of online bid. The Bidder shall not during the said period of 180 days revoke, cancel and/or withdraw his bid nor shall he make any variation therein. In case of Bidder revoking, cancelling and/or withdrawing his bid or suo-motto varying any term in respect thereof, the earnest money deposited by him along with bid shall stand forfeited.
- 3.9.2** In exceptional circumstances, prior to expiry of the original bid validity the

GIPCL may request the Bidder to extend period of validity for a specified additional period. The request and the Bidder's response shall be made in writing. The Bidder, if agreeing to the request will not be required or permitted to modify his bid.

3.10 Late Bids:

Any bid received by GIPCL after the deadline for submission of bids, prescribed by GIPCL, in accordance with Clause No. 3.4 will not be accepted and documents submitted in physical forms will be returned to the Bidder unopened.

3.11 Withdrawal of Bids:

The Bidder cannot withdraw the Bid, once it has been submitted to GIPCL.

3.12 GST:

All bidders are requested to submit their GST number and date in the bid. Bid received from unregistered bidder will not be considered and out rightly rejected. Bidders are requested to quote their rates without GST.

GST will be paid to the contractors as per prevailing rates and rules to the extend directly related to the services rendered by the contractor under the said contract. The GST amount collected through invoices will be verified by GIPCL through GSTN portal. A copy of GST return should be attached with invoices as a part of supporting document. In case of default in the above process the payment of GST amount may be withheld /deducted.

3.13 Addenda/ Corrigenda:

3.13.1 Addenda/corrigenda to the bid documents may be issued to clarify or to reflect modifications in the design, drawing, specifications, scope of work, terms & conditions, etc.

3.13.2 Addenda/corrigenda to these bid documents, if issued by the GIPCL, shall form an integral part of this bid document and must be signed and submitted along with the bid documents.

3.14 Rights of the GIPCL to Accept or Reject Bid:

3.14.1 Bid in which any of the particulars and prescribed information are missing or are incomplete or found to false in any respect and/or prescribed conditions are not fulfilled the same shall be liable to be rejected.

3.14.2 Any Canvassing in connection with bids is strictly prohibited and bids submitted by the Bidders, who resort to canvassing, will be liable to rejection.

3.15 Security Deposit:

3.15.1 A Performance Security Deposit @ 10% of estimated value of (Weighted average annual quantity of Lignite raising and transportation @ 3.18 MTe, Re-handling of the External Dump @ 4.86 MCuM and Stacking, Compacting, Blending and Re-Handling of Lignite/ Coal/ Blended Fuel from Stockyards @ 20.00 Lakh CuM) of contract shall be applicable on the Contract Work.

Within 15 days of issue of Lol, the Contractor will make payment of Performance Security Deposit in the form of Demand Draft drawn in favor of Gujarat Industries Power Co. Ltd., payable at SBI-Nani Naroli (**Branch Code-013423**) or Bank of Baroda-Mosali, Distt-Surat or any Nationalised/ Govt.

Bank banks payable at Surat or Bank guarantee from any Nationalised/Govt. Bank or Any one of following Private Banks (ICICI Bank, IDBI Bank, Axis Bank, Kalupur Co-op Bank, HDFC Bank), Commercial Bank (Kotak Mahindra Bank, Yes Bank, Ratnakar Bank, Indusind Bank, Karur Bank and DCB Bank) and Cooperative Banks (Kalupur Commercial Bank Ltd, Rajkot Nagrik Sahkari Bank Ltd and Ahmedabad Mercantile Co-operative Bank Limited) in the specified Performa of the bid document, for an amount of five percent (5%) of above mentioned estimated value of one year (Weighted average annual quantity of Lignite raising and transportation @ 3.18 MTe, Re-handling of the External Dump @ 4.86 MCuM and Stacking, Compacting, Blending and Re-Handling of Lignite/ Coal/ Blended Fuel from Stockyards @ 20.00 Lakh CuM) of contract.

The PBG shall be renewed after every 03 (Three years) years and the failure may lead to termination of the Contract. The PBG shall also be maintained valid for at least six (06) months after the completion of the contract period. However the Contractor shall top up the performance Security Deposit after every three year considering the escalated rate of average annual quantity of Lignite raising and transportation @ 3.18 MTe, Re-handling of the External Dump @ 4.86 MCuM and Stacking, Compacting, Blending and Re-Handling of Lignite/ Coal/ Blended Fuel from Stockyards @ 20.00 Lakh at the end of every third year.

- 3.15.2** Balance 5% of PBG will be deducted @ 5% of the value of the monthly RA bill starting from 1st RA Bill, till the total PBG deducted amounts to 5% of the estimated value as per Clause No. 3.15.1 above. No further cash retention will be made toward PBG after 5% of average annual value of one years of contract is deducted.
- 3.15.3** The entire Security Deposit shall be refunded after three months of the expiry/ successful completion of contract, subject to handing over of possession of work Site, camp Site (if allowed on GIPCL acquired land / lease) provided always that the Contractor has been first paid all the bills including his final bill subject to deductions as are permissible under these terms and all other dues to the GIPCL arising out of this contract, if any, have been fully met by the Contractor and the Contractor has rendered "No claim and No Dues Certificate" to the GIPCL.
- 3.15.4** The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the GIPCL, should the Contractor either fail to fulfill the contractual obligations or fail to settle in full his dues to the GIPCL. In case of premature termination of the contract, the Security Deposit may be forfeited and the GIPCL will be at liberty to recover the loss suffered by it from the Contractor.
- 3.15.5** The GIPCL may deduct from the Security Deposit any sum due and any other sum that may be fixed up by the GIPCL as being the amount of loss or losses or damages suffered by it due to delay in performance and/or non-performance and/or partial performance and /or poor performance of any of the terms of the contract.

- 3.15.6** All compensation or other sums of money payable by the Contractor to GIPCL or recoveries to be made under the terms of this contract may be deducted from any sums which may be due to the Contractor from GIPCL on any account and in the event of the such amount being insufficient the Contractor shall within ten days of such shortfall make good in cash, failing which the balance amount shall be recovered by way of invoking the bank guarantee furnished as security.
- 3.15.7** In the event of performance bank guarantee (PBG) amount being insufficient, then the balance recoverable amount shall be deducted from any sum, then due or which at any time thereafter may become due to the Contractor. The Contractor shall pay to GIPCL on demand any balance remaining due.
- 3.15.8** In case the performance bank guarantee (PBG) is invoked for any reason/s, the Contractor shall furnish a fresh performance bank guarantee (PBG) in the same format for the same amount and for the same period as the original performance bank guarantee (PBG) within a period of 15 days from the date of invoking of original performance bank guarantee (PBG).
- 3.15.9** In the event of performance bank guarantee (PBG) at any time during the currency of the contract falling short of the specified amount, the Contractor shall forth with make good the deficit on demand, so that the total amounts of performance bank guarantee (PBG) will not at any time be less than the amount so specified. GIPCL may recover the same by way of additional deductions from bills.
- 3.15.10** No interest is payable on performance bank guarantee (PBG) amount.
- 3.15.11** In case of enhancement of quantum of work due to any reason, the Contractor shall furnish additional performance bank guarantee (PBG). This security will be progressively recovered from the payment due to the Contractor.
- 3.15.12** In case, the Contractor fails to mobilize required manpower, resources and equipments within 30 (Thirty) days from the date of agreement, the amount of performance bank guarantee (PBG) as mentioned under Clause No. 3.15 may be forfeited at the sole discretion of the company.
- 3.16 Bidder to obtain information of his own:**
- 3.16.1** The Bidder in quoting the bid shall for all purposes, whatsoever, be deemed to have independently obtained all relevant and necessary information for the purpose of preparing his bid. The Bidder is required to satisfy himself in all respect, before the submission of bid. The information/details given in the bid document are only to describe nature and magnitude of work and are for guidance to the Bidder. No guarantee is extended to Bidder for completeness or accuracy to the details mentioned in the bid document.
- 3.16.2** The Bidder shall be deemed to have examined the bid document, to have obtained own information in all matters whatsoever that might affect the carrying out of the works at the scheduled rates. Any error or omission or inconsistency in description of work, its details/specification etc. will neither release the Contractor from his contractual obligation during currency of contract nor make him eligible to demand any revision of remuneration or compensation.

The Contractor shall be deemed to have visited Site and surroundings, to have satisfied himself to the working conditions at the Site, nature and conditions of topography rock and soil, availability of material, water, electric power, labour etc, transportation facilities and associated issues, probable Sites for labour accommodation and store go-downs etc., and the extent of lead and lift and all other factors involved in the execution of works, including the work he has to execute at the Site of power plant. The Bidder should be clear that lignite so raised shall be used primarily for power generations.

3.17 **Clarifications of Contents of Bid Documents:**

3.17.1 Any clarification / information provided during the pre-bid, if that necessitates, then GIPCL will issue suitable addendum /corrigendum on website of www.nprocure.com, besides hosting them on the web site of GIPCL, should an intending Bidder require any clarification in connection with, or any point covered by the bid documents, or as to any matter or thing to be done or not to be done by him/it in the event the contract for the work is awarded to him, he may seek clarifications either during the pre-bid meeting or by submitting a request for such clarification in writing so as to reach GIPCL at least four days in advance of the pre-bid meeting. GIPCL in no way is responsible for any delay or loss in postal transaction or not visiting the web site of GIPCL by any intending Bidder.

3.17.2 GIPCL will not be bound by any verbal clarification or interpretation of the bid documents or of any matter or thing connected with the works to be executed in accordance with the bid documents, which may be made in by any of its employee or representative.

3.17.3 Any neglect or failure on the part of the Bidder in obtaining necessary and reliable information or any other matters affecting the contract shall not relieve him from any risks or liabilities or the entire responsibility of completion of the works at the scheduled rates and time in strict accordance with the contract documents.

3.18 **Evaluation of Bids:**

3.18.1 **Evaluation of Techno-Commercial Bid:**

- i. The **Techno-Commercial Bid** (Part I) of the Bidders will be evaluated on the basis of Pre-qualification criteria and information available with GIPCL on the performance of Bidder etc. Bidders should be careful in preparing their bid papers for the sufficiency and clarity. Only the shortlisted Bidders will be informed about the date & time of opening of the price bids (Part II).
- ii. Any corrections and alterations, if unavoidable, in the entries of bid papers will be signed in full by the Bidder with date. No erasures or over writings are permissible. The requisite details shall be filled in by the Bidder in the enclosed Performa for bid.

3.18.2 **Evaluation of Price Bid:** - Part-II of Bid i.e. Rate quoted for the Work-1 shall be considered for deciding the lowest five bidders (minimum) or 50% out of total bidders (rounded to the next higher whole number), whichever is higher for making them eligible for the e-reverse auction. **However, lowest grand**

total amount of Work (1), (2) and (3) combined shall be considered as the base rate which will put up for starting e-Reverse Auction.

e-Reverse auction shall be for reducing the **lowest grand total amount of Work. No. (1), (2) and (3) combined** and the bidders have to reduce their **grand total amount of Work. No. (1), (2) and (3) combined** in decrement of value as decided before start of e-Reverse Auction. After e-Reverse Auction process, L1 bidder shall be decided based on the **lowest grand total amount bid for the Work No. (1), (2) and (3) combined.**

Percentage reduction in the estimated value of all works together by e-reverse auction process will be equally applied to all the works i.e. Work No. (1), (2) and (3) i.e. equal percentage in the work component of all the three works as well as in the diesel component and the diesel component will be adjusted in Litre per Te or Liter per CuM accordingly.

Since GIPCL proposes to outsource works of:

- i. Turnkey mining contract for over burden / inter burden removal, Raising, Producing and Transportation of sized Lignite (-(minus) 250 mm size) from Valia Lignite Mine to SLPP Power Plant as shown in the Surface Plan (Annexure No. 2 and 2/A) and Lignite Transport Plan (Annexure No. 3).
- ii. Re-handling of the external dump as shown in the Surface Plan (Annexure No. 2/B).
- iii. Stacking, Compacting, Blending and Re-Handling of Lignite/ Coal/ Blended Fuel from Stockyards at various locations throughout the years (including monsoon period) by using Heavy Earth Moving Equipments as shown in Lignite Re-Handling Plan (Annexure No. 4).

The Bidders have to carry out all these works together and will quote firm rate in terms of **Rupees**.

Sr. No.	Description	Estimated Quantity (In Lakh Te/ CuM)	Unit	Rate in Rs. per Unit	Amount in Lakh Rs.
Work-1	Rate for Turnkey work for Over burden / inter burden removal, Raising, Producing and Transportation of sized Lignite (-(minus) 250 mm size) to SLPP Power Plant and other ancillary activities as defined in Section V, Mining-Part II (Scope of Work & Special Conditions of the Contract):				
A	Work Component (Excluding Diesel)	222.50	Rs./ Te		
B (i)	Diesel Component		Litre per Te		
B (ii)	Price of diesel at PSU outlet at Nani Naroli on 3 rd August, 2018.		Rs. per Litre	73.32	
B=(i x ii)	Diesel Component	222.50	Rs./ Te		
	Sub-Total Rate in Rs./Te (A + B) and Amount				
Work-2	Rate for Re-handling of the External Dump and other ancillary activities				

	as defined in Section V, Mining-Part II (Scope of Work & Special Conditions of the Contract):				
A	Work Component (Excluding Diesel)	340.00	Rs./ CuM		
B (i)	Diesel Component		Litre per CuM		
B (ii)	Price of diesel at PSU outlet at Nani Naroli on 3 rd August, 2018.		Rs. per CuM	73.32	
B=(i x ii)	Diesel Component	340.00	Rs./ CuM		
	Sub-Total Rate in Rs./Te (A + B) and Amount				
Work-3	Rate for Stacking, Compacting, Blending and Re-Handling of Lignite/ Coal/ Blended Fuel from Stockyards at various locations throughout the years (including monsoon period) by using Heavy Earth Moving Equipments and other ancillary activities as defined in Section V, Mining-Part II (Scope of Work & Special Conditions of the Contract):				
A	Work Component (Excluding Diesel)	140.00	Rs./ CuM		
B (i)	Diesel Component		Litre per CuM		
B (ii)	Price of diesel at PSU outlet at Nani Naroli on 3 rd August, 2018.		Rs. per Litre	73.32	
B=(i x ii)	Diesel Component	140.00	Rs./ CuM		
	Sub-Total Rate in Rs./Te (A + B) and Amount				
	Grand Total Amount of Work (1), (2) and (3)				

Rates include all taxes except GST. The Rates quoted shall be applicable to quantity variation also.

- Billing will be based on the quantity of each item/work separately and the payment shall be made only on the basis of -250 mm size lignite delivered, Re-handling of the External Dump and Stacking, Compacting, Blending and Re-Handling of Lignite/ Coal/ Blended Fuel from Stockyards at various locations and as per the scope of work. No separate payments shall be made for other ancillary work carried out by the Contractor.
- Management reserves the right to accept or overlook or reject any lower rate offered by the Bidder without assigning any reason thereof.
- The Bidders are required to quote the rates strictly as per the terms and conditions mentioned above. The conditional bid will not be entertained and will be summarily rejected.
- Rate quoted shall remain valid for 180 days from the date of submission of price bid, which shall have to be extended unconditionally for further maximum of period 60 days, as deemed fit by GIPCL.
- GST and any other fresh imposition or variation in taxes or payable by the Bidder, shall be reimbursed by GIPCL to the extent levies during the currency of the contract, if applicable and directly related to the services rendered by the Bidder under this contract.
- Rate quoted for the Work-1 shall be considered for deciding the lowest five bidders (minimum) or 50% out of total bidders (rounded to the next higher whole number), whichever is higher for making them eligible for the e-reverse auction. **However, lowest grand total amount of Work (1), (2)**

and (3) combined shall be considered as the base rate which will be put up for starting e-Reverse Auction.

7. Incremental value and duration for the e-Reverse Auction shall be informed to the qualified bidders before start of e-Reverse Auction.
8. e-Reverse auction shall be for reducing the **lowest grand total amount of Work No. (1), (2) and (3) combined** and the bidders have to reduce **grand total amount of Work No. (1), (2) and (3) combined** in decrement of value as decided before start of e-Reverse Auction.
9. After e-Reverse Auction process, L1 bidder shall be decided based on the **lowest grand total amount bid for the Work No. (1), (2) and (3) combined.**
10. Percentage reduction in the grand total amount of all works together by e-reverse auction process will be equally applied to all the works i.e. Work No. (1), (2) and (3) i.e. equal percentage in the work component of all the three works as well as in the diesel component and the diesel component will be adjusted in Litre per Te or Liter per CuM accordingly.
11. L1 Bidder, declared after the e-Reverse Auction process may be called for negotiation and if required, may be asked by GIPCL for reduction in rates of any of works, if found quoted unreasonably high.

Illustrative Example:

Quoted Rates by the Bidders are as follows:

Work-1:

Name of the Bidder	Estimated Quantity (Lakh Te)	Quoted Work Component (Rs. per Te)	Quoted Diesel Component (Litre per Te)	Price of Diesel as on the date of publishing of Tender (Rs. per Litre)	Quoted Diesel Component (Rs. per Te)	Total Rate (Rs. per Te)	Amount (Rs. in Lakh)	Status
A	222.50	100.00	2.00	74.00	148.00	248.00	55180.00	L7
B	222.50	105.00	1.90	74.00	140.60	245.60	54646.00	L4
C	222.50	102.00	1.95	74.00	144.30	246.30	54801.75	L5
D	222.50	107.00	1.85	74.00	136.90	243.90	54267.75	L3
E	222.50	101.00	1.97	74.00	145.78	246.78	54908.55	L6
F	222.50	103.00	1.87	74.00	138.38	241.38	53707.05	L1
G	222.50	101.70	1.91	74.00	141.34	243.04	54076.40	L2

Work-2:

Name of the Bidder	Estimated Quantity (Lakh CuM)	Quoted Work Component (Rs. per CuM)	Quoted Diesel Component (Litre per CuM)	Price of Diesel as on the date of publishing of Tender	Quoted Diesel Component (Rs. per CuM)	Total Rate (Rs. per CuM)	Amount (Rs. in Lakh)	Status
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				(Rs. per Litre)				
A	340.00	15.00	0.30	74.00	22.20	37.20	12648.00	L1
B	340.00	17.00	0.32	74.00	23.68	40.68	13831.20	L4
C	340.00	16.50	0.35	74.00	25.90	42.40	14416.00	L5
D	340.00	15.50	0.31	74.00	22.94	38.44	13069.60	L2
E	340.00	22.00	0.34	74.00	25.16	47.16	16034.40	L6
F	340.00	14.90	0.45	74.00	33.30	48.20	16388.00	L7
G	340.00	15.10	0.33	74.00	24.42	39.52	13436.80	L3

Work-3:

Name of the Bidder	Estimated Quantity (Lakh CuM)	Quoted Work Component (Rs. per CuM)	Quoted Diesel Component (Litre per CuM)	Price of Diesel as on the date of publishing of Tender (Rs. per Litre)	Quoted Diesel Component (Rs. per CuM)	Total Rate (Rs. per CuM)	Amount (Rs. in Lakh)	Status
A	140.00	10.00	0.20	74.00	14.80	24.80	3472.00	L1
B	140.00	11.00	0.25	74.00	18.50	29.50	4130.00	L2
C	140.00	11.50	0.30	74.00	22.20	33.70	4718.00	L4
D	140.00	11.90	0.32	74.00	23.68	35.58	4981.20	L6
E	140.00	12.10	0.28	74.00	20.72	32.82	4594.80	L3
F	140.00	12.60	0.32	74.00	23.68	36.28	5079.20	L7
G	140.00	12.20	0.31	74.00	22.94	35.14	4919.60	L5

Evaluation of Price Bid:

Name of Work	Name of the Bidder						
	A	B	C	D	E	F	G
Work-1	55180.00	54646.00	54801.75	54267.75	54908.55	53707.05	54076.40
Work-2	12648.00	13831.20	14416.00	13069.60	16034.40	16388.00	13436.80
Work-3	3472.00	4130.00	4718.00	4981.20	4594.80	5079.20	4919.60
Total	71300.00	72607.20	73935.75	72318.55	75537.75	75174.25	72432.80
Status	L1	L4	L5	L2	L7	L6	L3

Base Rate for the e-reverse Auction is the lowest grand total amount of Work (1), (2) and (3) combined i.e.: Rs. 71300.00 Lakh quoted by Bidder A.

With reference to Work-1, Lowest five bidders (minimum) or 50% out of total bidders (rounded to the next higher whole number), whichever is higher, for making them eligible for the e-reverse auction will be Bidder B, C, D, F & G.

Let's assume that after e-reverse auction, the reduction in grand total amount of all works together is 7000.00 Lakh and Bidder G is the L1 Bidder after e-reverse auction then he will become the successful bidder with grand total amount of Rs. (71300.00 - 7000.00) Lakhs = Rs. 64300.00 Lakhs.

Hence % reduction for final L1 Bidder G will be 11.2281% w.r.t. his quoted total amount of Rs. 72432.80 Lakh.

Final Rates after 11.2281% reduction, post e-reverse auction, for the Bidder G will be:

Work	Estimated Quantity (Lakh Te/ CuM)	Final Work Component (Rs. per Te/ CuM)	Final Diesel Component (Litre per Te/ CuM)	Price of Diesel as on the date of publishing of Tender (Rs. per Litre)	Final Diesel Component (Rs. per Te/ CuM)	Total Rate (Rs. per Te/ CuM)	Amount (Rs. in Lakh)
Work-1	222.50	90.28	1.70	74.00	125.47	215.75	48004.67
Work-2	340.00	13.40	0.29	74.00	21.68	35.08	11928.11
Work-3	140.00	10.83	0.28	74.00	20.36	31.19	4367.22
Total Amount							64300.00

However, Contractor shall be required to execute actual quantities as per direction of GIPCL and shall be paid for the actual work done on the rates Awarded.

As this is a captive lignite mine for Surat Lignite Power Plant, the actual quantity of OB/IB and lignite will depend solely on the requirement of the power plant after taking into account lignite availability from Vastan Mine and Mangrol Mine. GIPCL shall have sole discretion as to the requirement of lignite for generation of electricity from time to time. The Bidder / Contractor has agreed and understood that the requirement of lignite by Power Plant may vary from time to time, to which the Bidders/ Contractor shall not have any objection. Accordingly, the Contractor shall not be entitled to any compensation or indemnity on account of increase or decrease in the quantity of lignite.

The Bidder hereby agrees and undertakes specifically not to claim any compensation/indemnity whatsoever for reduced quantities of lignite in any year as described here above.

3.19

GIPCL reserves the right:

- a) to reject any or all the bids, in part or in full, without assigning any reason, thereof,
- b) not to accept the lowest bid without assigning any reason, thereof,
- c) to increase or decrease the quantity and period of contract.
- d) not to carry out any part of work,
- e) to reject the bid or terminate the contract, if it is found at any stage that the Bidder/ Contractor has furnished any wrong/ misleading information or forged document along with the bid or subsequently during the period of contract and amount of EMD and PBG will be forfeited and necessary further action may be initiated as may be deemed fit by the management.

3.20

Acceptance of LOI and Payment of Performance Security Deposit:

Within 10 days of issue of Lol, the Contractor will submit the performance bank guarantee (PBG) @ 5%, along with the acceptance of Lol, in the

manner prescribed in Clause No. 3.15 of Section-III, "Instruction to the Bidders". The failure shall be deemed to be refusal by the Bidder to accept the Lol and amount of EMD will be forfeited and necessary further action may be initiated as may be deemed fit by the management.

3.21 Contract Agreement and Commencement of Work:

3.21.1 The Contractor, along with the submission of PBG, will also enter into agreement with GIPCL on appropriate stamp paper (to be provided by the Bidder) in token of acceptance of the terms and conditions of the contract, within 15 days of issue of Lol.

A letter, authorizing Contractor to commence the work will then be issued by GIPCL. **The Contractor will have to mobilize required manpower, recourses and equipments and start the actual excavation work within 30 (Thirty) days from the date of agreement.** In case of failure to commence the work within the stipulated mentioned period, the contract may be terminated, at the discretion of GIPCL.

3.21.2 The zero date reckoned for the contract shall be the date of agreement:

3.21.3 The Contractor shall organize vocational training of their manpower, to be deployed in the mine, after receipt of the authorization letter and before commencement of the work, under the provision of MVTR, at GIPCL's Vocational Training centre.

3.21.4 The agreement should be signed by the below mentioned signatories:

Individual	: Individual himself.
Proprietary firm	: Proprietor himself.
Partnership firm	: Senior Authorized Managing Partner
Limited company	: Managing Director or Functional Director duly authorized by the Board of Directors.

3.21.5 Term of the Agreement:

This Agreement shall come into effect from the commencement date of the Contract i.e. Agreement date and shall remain valid till the end of period of seven years from effective date of agreement unless terminated earlier in accordance with Clause No. 7.4.

3.22 Fraud and Corrupt Practices:

1. The Bidders/Contractor and their respective officers, employees, agents and advisers shall observe the highest standards of ethics and governance during the bidding process and subsequent to the issue of the Lol and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the Lol or the Contract, GIPCL may reject a Bid, withdraw the Lol, or terminate the Contract, as the case may be, without being liable in any manner whatsoever to the Bidder/Contractor, if GIPCL determines that the Bidder/Contractor, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bidding process or in the performance of the Contract. In such an event, GIPCL may forfeit and appropriate the bid security and/or performance security, as the case may be, pre-estimated compensation

and damages payable to GIPCL towards, inter alia, time, cost and effort of GIPCL, without prejudice to any other right or remedy that may be available to GIPCL herein or otherwise.

2. Without prejudice to the rights of GIPCL hereinabove and the rights and remedies which GIPCL may have under the Lol or the contract, if Bidders/Contractor, is determined by GIPCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the bidding process, or after the issue of the Lol or during the execution of the Contract, the Contract may be liable to termination at the sole discretion of GIPCL, without any liability of compensation or indemnity on the part of GIPCL and that such Bidder/Contractor shall not be eligible to participate in any bid or RFP issued by GIPCL during a period of 2 (two) years from the date such Bidder/Contractor is determined by GIPCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
3. For the purposes of this Clause, the following terms shall have the meaning:
 - a. "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process and/or during execution of the Contract (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of GIPCL who is or has been associated in any manner, directly or indirectly with the bidding process or the Lol or has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of GIPCL, shall be deemed to constitute influencing the actions of a person connected with the bidding process and/or during the execution of the Contract); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the Lol and/or during/after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Contract or the Lol or the up to one month after financial closure, who at any time has been or is a legal, financial or technical adviser of GIPCL in relation to any matter concerning the Bid/ Lol/ Contract;
 - b. "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process/ issue of Lol or during the execution of the Contract;
 - c. "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property or interest of GIPCL to influence any person's participation or action in the Bidding Process or impairing or harming, or threatening to impair or harm,

- directly or indirectly, any person or property to influence actions of any person of GIPCL during the execution of the contract;
- d. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by GIPCL or any other person with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process/ issue of Lol or execution of the Contract; or (ii) having a Conflict of Interest; and
 - e. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders/Contractors with the objective of restricting or manipulating a free and fair competition in the bidding process and/or with the objective of restricting or manipulating lignite supply during execution of the Contract.



SECTION- IV

Qualifying Criteria

4.1 Experience:

4.1.1 Bidder should possess experience in similar nature of jobs like any type of earth excavation in Mines, overburden removal and mining of Coal/ Lignite using hydraulic shovels/ excavator with matching dumpers or surface miners 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 executed quantity in CuM/Tonne. Bidders should have executed the work directly.

The experience should be either of the following:

1. Bidder should have executed at least one single order of **140.00 Lakh CuM of OB/IB quantity** and **25.00 Lakh Te** of Coal/ Lignite quantity during any of the last three financial years (2015-16, 2016-17 and 2017-18) or
2. Bidder should have executed at least two single orders each of **88.00 Lakh CuM of OB/IB quantity** and **16.00 Lakh Te** of Coal/ Lignite quantity during any of the last three financial years (2015-16, 2016-17 and 2017-18) or
3. Bidder should have executed at least three single orders each of **70.00 Lakh CuM of OB/IB quantity** and **13.00 Lakh Te** of Coal/ Lignite quantity during any of the last three financial years (2015-16, 2016-17 and 2017-18).

Experience taken in the capacity of sub contractor shall also be considered provided experience certificate is issued, by the Main company, for which the contract work is carried out, in the name of sub contractor.

Note: - For conversion 1.00 CuM of lignite should be taken as 1.16 Te of Lignite and 1.00 CuM of coal to be taken as 1.4 Te of Coal.

4.1.2 The Bidder should directly own and should readily have adequate number of Heavy Earth Moving Machinery (HEMM) for a capacity of minimum **114.00 Lakh CuM/ Annum** of earth excavation/OB removal/Coal/Lignite raising. The details of machinery owned should be provided in Form-D along with a certificate from Chartered Accountant in Form-D.

4.2 Financial Standing of the Party:

The Bidder has to satisfy the following financial criteria of Turnover and Net worth in order to be considered in the Bidding process:

1. The Bidder shall have to fulfill the Net worth requirement of at least Indian Rupees **39.00 Crore (Thirty Nine Crore)** as on 31st March, 2018.
2. The Bidder shall have to fulfill the annual turnover requirement of at least Indian Rupees **117.00 Crore (One Hundred and Seventeen Crore)** in all the last 3 Financial Years (2015-16, 2016-17 and 2017-18).
3. Bidders must have a Minimum Working capital of **Rs. 35.00 Crore (Thirty Five Crore Only)** as on 31st March, 2018.

Note:

1. The terms Net worth and Turnover shall have the meaning and definition as stated in this document.
2. Where the financial statement is expressed in currency other than Indian Rupees, the financial qualification as described above shall be computed by converting the financial figures to Indian Rupees based on the exchange rates (RBI Reference Rate) prevailing rate on last date of submission of bids.

4.3

Requirements during Bid Submission:

4.3.1 **Bids submitted by a limited company shall comply with the following requirements:**

1. The bid documents duly signed by an authorized person with a copy of Power of Attorney signed by Managing or Functional Director/ resolution of the Board of Directors shall be furnished along with the bid.
2. A certified copy of the Memorandum and Articles of Association of the company should be submitted.

4.3.2 **Bids submitted by a Partnership firm shall comply with the following requirements:**

1. The bid documents duly signed by an authorized person (who should be a partner) with a written Power of Attorney shall be furnished along with the bid.
2. A copy of the partnership deed of the partnership firm which is the Bidder certified to be true by the company secretary of the Bidder or if unavailable, from an independent company secretary (Partnership deed can be certified by Notary public or Govt. gazette officer)

4.4

Ownership of Machinery/Equipment:

The Bidder should directly own, possess and be in a position to readily deploy below mentioned heavy earth moving machineries for annual OB/ IB removal, Rehandling of OB/IB, Lignite raising, lignite transportation and lignite/coal rehandling of minimum **114.00 Lakh CuM/ Annum** of earth excavation/OB removal /Coal/Lignite raising, while submitting the offer.

Sr. No.	Particulars
A	OB/ IB Removal/ OB DUMP Rehandling:
	1. Hydraulic Excavators (Diesel Operated) of not less than 3.0 CuM bucket.
	2. Dumpers / Haulers of 35 Te Gross Vehicle Weight or bigger capacity/350 HP or bigger/18 CuM or bigger box capacity full canopy as certified by the manufacturer.
	3. Dozer of about 180 HP capacity.
B	Lignite Mining:
	1. Hydraulic Excavators (Diesel Operated) of not more than 1.7 Cum bucket/ Surface Miner of appropriate capacity.
	2. Dumpers/ Haulers of 35 Te Gross Vehicle Weight or bigger capacity/350 HP or bigger/18 CuM or bigger box capacity full canopy as certified by the manufacturer.
	3. Dozer of about 180 HP capacity.
C	Lignite Transportation from Valia Lignite Mine to SLPP:
	Hydraulic Tippers/ Dumpers (8 X 4) of at least 31 Te Gross Vehicle Weight as certified by the RTO will be allowed to transport -250 mm sized lignite. These tippers/dumpers should be compatible for GIPCL weighbridges and delivering lignite at Vastan Feeder Breaker/ Apron Feeder or any other delivery point decided by GIPCL.
D	Lignite Rehandling at SLPP:
	1. Hydraulic Tippers/ Dumpers (8 X 4) of at least 31 Te Gross Vehicle Weight as certified by the RTO to re-handle the Lignite/ Coal/ Blended Fuel from Stockyards.
	2. Minimum Three Numbers of Hydraulic Excavators (Diesel Operated) of not less than 1.7 CuM bucket capacity with Minimum Gross Power of 170 KW each and at least One Number of lower Capacity Hydraulic Excavators (Diesel Operated) of not less than 1.1 CuM bucket capacity for the Re-Handling of blended fuel for minimum 600 TPH. However, Bidder may deploy bigger capacity excavators provided that the Re-Handling of blended fuel for minimum 600 TPH at any of either location should be achieved.
	3. Dozer of about 165 HP capacity.
	4. Pressurized Water Sprinklers of a design approved by GIPCL- Minimum 1 No. of 15 KL.
E	Auxiliary and Service Equipment
	1. Graders 145 HP
	2. Construction Backhoe (0.9 cum)
	3. Pressurized Water Sprinklers of a design approved by GIPCL- Minimum 2 Nos. of 15 KL.

The Bidder should directly own, possess and be in a position to readily deploy above mentioned heavy earth moving machineries including Lignite

Handling System with appropriate capacity of feeder breaker or Mobile feeder breaker or other mechanical means for Overburden, Rehandling of OB/IB, Lignite Mining, Lignite Rehandling and lignite transportation of minimum **114.00 Lakh Cum/ Annum** of earth excavation/OB removal /Coal/Lignite raising, while submitting the offer. **A certificate from Chartered Accountant regarding ownership of the following machinery shall also be submitted.**

4.5 Consortium / Joint Venture:

Consortium / Joint Venture are not allowed.

4.6 Solvency Certificate:

The Bidder must have sound financial position to buy and deploy adequate machinery so as to meet the targets as per the given schedule. The Bidder should produce a Solvency Certificate from a Nationalised or IDBI, ICICI, Axis, HDFC banks for an amount not less than **Rs. 35.00 Crore (Thirty Five Crore Only)** issued in last twelve months. Non-submission of solvency certificate will attract disqualification.

4.7 Additional Pre-Qualification Criteria:

Bidder shall have to submit the “Litigation(s), Court Case(s) or Arbitration(s) of the Bidder” as amended in Form-H attached.

Bidder shall have to submit the “Declaration for Contractual Disputes/ Litigations” as amended in Form-F attached.

If Bidder or its Partner(s) or Director(s) is / are/ was in any Litigation(s) or Court Case(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.

However, details of the Arbitration case (s) either completed or under progress during last five (5) years by the Bidder or its Partner(s) or Director(s) is / are/ was shall be provided by the bidder along with FORM-H.

If at any time such declaration is found false, the bid will be rejected or if the contract work is already awarded, it will be terminated forthwith without payment of any compensation and the EMD/ PBG will be forfeited.

Bidders are advised to carefully read the instructions, evaluation norms and other terms and conditions described in these documents under different Chapters before making their offer.

4.8 Acceptance of General Terms and Conditions:

The Bidder should unconditionally accept all the terms and conditions of the contract by signing on each page of the bid document including Annexures.

4.9 Declaration:

The Bidder should give a declaration along with the **Techno-Commercial Bid**

that it has not enclosed any conditional offer in the **Form G**.

4.10 Legal Compliance:

The Bidder must possess a valid PF Registration Number issued by RPFC. **In case of failure, the payment of the monthly bill will not be made until it produces proof of having obtained the registration.**

4.11 Conflict of Interest:

A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the bidding process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, GIPCL shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to GIPCL for, inter alia, the time, cost and effort of GIPCL, including consideration of such bids, without prejudice to any other right or remedy that may be available to GIPCL hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the bidding process, if:

1. such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding in a Bidder or a constituent thereof in the other Bidder(s) (or any of its constituents) is less than 10% of its paid up and subscribed capital; or
2. a constituent of such Bidder is also a constituent of another Bidder OR a partner in another Bidder or a constituent of another Bidder; or
3. such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder; or
4. such Bidder has the same representative for purposes of this Bid as any other Bidder; or
5. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Bid of either or each of the other Bidder;
6. such Bidder has participated as a consultant to GIPCL in the preparation of any documents, design or technical specifications of the Project.

SECTION- V

Mining - Part I (Geology of the Deposit)**5.1.1 General Geology of Valia Lignite Block:**

GIPCL carried out geological investigation in Valia Block and based on surface and subs-surface data generated, observed that lignite is confined to Cambay shales of lower Tertiary group (Eocene age) underlain by trap formation belonging to upper cretaceous. Based on the above study a generalized geological sequence has been suggested, details of which are given in below Table:

Sr. No.	Formations	Group
1	Black Cotton	Recent to
2	Kankar/Brown Calcareous clay/Bentonitic clays	sub recent
3	Clay with occasional friable sandstone and/or sideritic siltstone bands with carbonaceous zones including lignite.	Lower Eocene
4	Basalt – Deccan Trap	Upper Cretaceous

5.1.2 Exploration & Interpretation:

The Gujarat Industries Power Company Limited took up confirmatory drilling for lignite of this area in the year 2013-14 and encountered Lignite of very good quality, on getting such encouraging results, exploration was further extended in the area. During the course of activity, GIPCL has explored the Valia deposit with sufficient close grid drilling.

The lignite occurs mainly in the three main lignite horizons (03) including some local seams at various depths in Valia Lignite Mine separated by clay sediments. Each Lignite horizon could have one thick lignite seam or multiple laterally discontinuous split seams.

Total number of holes and meterage drilled in the Valia Block are as under:

Block	No. of Boreholes	Spacing	Total Meterage
Valia	26	250 X 250 m	3699

The data so obtained was further synthesized by GIPCL with the help of Datamine software for reserve estimation and presentation of detailed analysis. The following criteria were considered for estimation of mineable reserves for entire lease area is as follows:

Valia Lignite Details					
Lig. Seam	Depth from OGL (in M)		As per exploratory and in-situ lignite Proximate Analysis		
	Min	Max	Weighted Average Moisture (%)	Weighted Average Ash	Weighted Average CV

				(%)	(Kcal/kg)
LIGNITE Horizon-1	38.60	72.40	51.17	7.00	2705.96
LIGNITE Horizon-2	32.10	108.10	50.48	7.37	2668.41
LIGNITE Horizon-3	28.00	146.10	50.53	6.79	2748.91

Lignite seam having thickness less than 0.30 mtr. not considered in the estimation of quantity of lignite.

All the estimates are made based on this data. There may be variation between the estimates and the actual quantities. The Bidder may verify or confirm the accuracy of above figures through their own independent sources either by doing survey/ test drillings etc at their own costs. The Contractor shall not be relieved of the obligation under the contract due to any loss that it may sustain as a result of any variance between conditions shown in the drawing and the actual or otherwise.

The Contractor must personally inspect the site and all other information provided hereinabove and apprise themselves of all required and appropriate information. The Contractor shall, regardless of the information having been provided in this document or not, be deemed to have all such information as may be required or necessary with respect to participating in the tender and entering into the contract with GIPCL.

5.1.3 Physiography & Drainage Pattern:

The area is generally plain with little slope from east to west. The proposed area exhibits a plain topography. The minimum to maximum RL of the area is +36 m to +42 m above MSL. No drainage pattern is observed in the block.

5.1.4 Surface Water:

Climate of the area is subtropical. The annual rainfall recorded during past 15 years ranges between 538.7 mm to 2310 mm. The highest precipitation occurs normally from last week of June to second week of September. The area in general is more or less flat with some minor undulations.

The general slope of the area is towards Kim river flowing from the north eastern part. Kim river is a seasonal river which flows in the northwest direction. Normally 245 days are available for actual working in the proposed mining area.

5.1.5 Ground Water:

Entire area is covered with a thick blanket of black cotton soil except the eastern part where occasional trap exposures could be seen. Black cotton soil is derived as a result of weathering of trap rock subsequently transported and accumulated in the area. This soil mantle is underlain by Kankar or Bentonitic clay bed, limonitic in nature followed by argillaceous litho-unit, which hosts lignite and is impervious in nature. The set-up of litho-units is such that there are limited chances of accumulation of ground water in the area. However, the upper Kankar bed wherever occurring, limited amount of ground water accumulated as a result of percolation of the rain water for which no authentic data is however available.

SECTION- V

Mining - Part II (Scope of Work & Special Conditions of the Contract)

5.2.1 **Area Covered in the Scope of Work:**

The mine lease area (total) relating to the scope of work of **Removal of OB/ IB, Lignite Raising, Crushing and Transportation of sized Lignite (- 250 mm size) from Valia Lignite Mine and Rehandling of External Dump** as described in this bid document lies between Latitude 21⁰29'15" to 21⁰31'00" and Longitude 73⁰09'30" to 73⁰12'15" and for the work of rehandling of lignite as described in this bid document lies between Latitude 21⁰24'04" to 21⁰25'11" and Longitude 73⁰06'18" to 73⁰07'28" falls in survey of India Topo-sheet No. 46-G/3.

The areas as defined above have been marked in the enclosed drawings; Management at its sole discretion may alter the boundary line/ limits in case of difficulties for what so ever reasons beyond the control of company.

5.2.2 **Scope of Work:**

Description of work:

5.2.2.1 **Turnkey work of Removal of OB/ IB, Lignite Raising, Crushing and Transportation of sized Lignite (- 250 mm size) from Valia Lignite Mine to SLPP Power Plant:**

Providing Hydraulic Excavators (Diesel Operated) of not less than 3.0 CuM bucket for OB/IB, Hydraulic Excavators (Diesel Operated) of not more than 1.7 CuM bucket or Surface Miners of appropriate capacity for Lignite, Dumpers/ Haulers of at least 35 tonne or bigger gross capacity of / 350 HP or bigger/18 CuM or bigger box capacity as certified by the manufacturer for OB/ IB removal and lignite raising and Hydraulic Tippers/ Dumpers (8 X 4) of at least 31 Te Gross Vehicle Weight as certified by the RTO for transporting sized lignite from Valia Lignite Mine to power plant, crushing/ sizing/ breaking equipments and other ancillary equipments like Dozers, Motor Graders, Water Sprinklers etc as per the equipment capacity defined in Clause No. 4.4, commensurate with the quantum of work and providing operators and other staff for operations and maintenance of equipments for following works:

1. Removal of top soil from the active mining area up to a thickness of an average of 1.50 meters thickness if encountered so and dumping at the separate top soil dump or re-spreading it to the back filled areas so as to re-store the original ground profile. This activity shall precede the excavation and removal of overburden.
2. Excavation of overburden (OB)/ Interburden (IB), like alluvium, Dark Grey/ Variegated Clay/ Fossiliferous Clay/ Carbonaceous Clay, Siltstone, Sandstone and Conglomerates as intercalations and including interburden between lignite seams), so as to expose the lignite seams successively; and transporting, dumping, dozing, leveling the OB with all

- leads and all lifts involved, at Sites as per enclosed plans and sections and as per directions of the GIPCL given from time to time.
3. In the existing working area, breaking of hard strata with the help of Rock breaker is going on. Breaking and removal of hard strata, encountered if any in OB/IB removal in the proposed working areas shall be required to be dealt by deploying suitable machineries like rock breaker etc. for which no extra payment shall be made. Blasting is not permitted.
 4. **The OB/IB shall be partly back filled in the excavated pit. Backfilling shall be carried out up to ground level & leveled to maintain natural ground profile as per instructions of GIPCL and partly dumped in the external dump No. 1 & 2 or extension of external dump No. 1 & 2. The dump height shall be not more than 30.00 metre above ground level as shown in the Surface Plan. A tentative schedule of dumping of OB/IB backfilled and on the external dump has been provided at Clause No. 5.2.5. This can vary as per site requirement and the Contractor shall have no dispute in this regard.**
 5. Excavation of lignite seams exposed after removal of OB/IB and loading of lignite into dumpers for raising it up to Feeder Breaker/ any other mechanical means of crushing of -250 mm size lignite. This includes creating access ramps up to the lignite benches for movement of dumpers for loading of lignite. For loading of lignite suitable size of hydraulic excavators of size of not more than 1.7 CuM bucket capacity shall have to be deployed. The contractor shall make necessary arrangements for producing lignite strictly of -250 mm size for supplying to Power Plant. For this purpose, contractor may opt for suitable capacity of feeder breaker (In-pit/Pit-top) or Surface Miners or any other suitable technology for producing -250 mm size lignite. The system/technology should be environment friendly and comply all the provisions w.r.t. dust control including but not limited to effective dry fog system. The arrangements for producing lignite strictly of -250 mm size shall include arrangement for receiving ROM Lignite from dumper and primary sizing of lignite to - 250 mm.
 6. The arrangements for producing lignite strictly of -250 mm size shall be designed to handle localize surges that occur due to interruptions in mining operations. It is paramount that the system selected meets the operational requirements of the mine. Sufficient spare parts shall be stocked and maintenance procedures implemented to ensure production and transfer of 3.25 MTPA of lignite to the Power Plant.
 7. If necessary Contractor has to blend the minor seams or the lignite seam having inferior quality if any encountered with main lignite seam for the purpose of quality of the lignite by excavating such lignite seams and spreading it over the exposed main lignite seam as directed by GIPCL. No extra claim shall be entertained for such type of work.
 8. Transportation of - 250 mm size lignite from Valia Mine feeder breaker or lignite handling plant location (As per Plan), after weighment at GIPCL's weighbridge at Valia Mine to SLPP Power Plant as shown in the Surface

Plan (Annexure No. 2 and 2/A) and Lignite Transport Plan (Annexure No. 3) or any other delivery point as decided by GIPCL. Again the weighing of the lignite shall be carried out at GIPCL's weighbridge near delivery points as mentioned above.

9. The approximate weighted average distance from Valia Mine feeder breaker or lignite handling plant to SLPP Power Plant, as shown in the Lignite Transport Plan (Annexure No. 3) is approximately 17.50 km (One Way weighted average: For calculating the weighted average distance for lignite transportation, it will be from weighbridges no. 8, 9, 10 and 11 at Valia Lignite Mine to average of the lead distance of Feeder Breaker/ Lignite Stockyards near feeder breaker and Apron Feeder/ Lignite Stockyards near Apron Feeder at SLPP as shown in Lignite Transport Plan (Annexure No. 3) and considering that lignite transport quantity will be transported to Feeder Breaker/ Lignite Stockyards near feeder breaker and Apron Feeder/ Lignite Stockyards near Apron Feeder at SLPP in the tentative ratio of 50% and 50% respectively). While transporting lignite, due care is to be taken to avoid any kind of pollution & en-route spillages. The contractor shall arrange to cover the dumper/ tipper by tarpaulin suitably. Hence, before deployment of Hydraulic Tippers/ Dumpers, Contractor has to register Hydraulic Tippers/ Dumpers for RFID Tag, if required by the GIPCL, at GIPCL site office. GIPCL will charge @ Rs. 1500.00 per RFID Tag for first 50 RFID Tags. Additional requirement/ replacement of damaged RFID Tag will be @ Rs. 2000.00 per RFID Tag.
10. Hydraulic Tippers/ Dumpers for the purpose of lignite transportation will be allowed up to Mine Pit Top or Feeder Breaker for the loading of lignite. In any case Hydraulic Tippers/ Dumpers engaged for the purpose of lignite transportation will not be allowed for loading of lignite inside the mine pit.

The scope of work will include all other activities whether explicitly mentioned in the bid document or not, but are required to be undertaken to accomplish the tendered work at no extra cost to GIPCL.

5.2.2.2 Rehandling of External Dump:

Total quantity for the Re-handling of the external dump is approximately **34.00 MCuM** of OB/IB lying on the mineralized zone at the level of OGL and as shown in the Surface Plan (Annexure No. 2/B). The Re-handling of the external dump will be commenced, just after the commencement of second operating year. The Contractor has to re-handle the external dump up to Original Ground Level (OGL) and will be paid for the quantity rehandled up to OGL only.

Re-handling of the external dump shall be carried out and dumped into the External Dump No. 1 & 2 / Extension of External Dump No. 1 & 2. Re-handling of the external dump shall be carried out up to ground level & leveled to maintain natural ground profile as per instructions of GIPCL and

dumping height up to 30.00 metre above ground level shall be maintained as shown in the Surface Plan (Annexure No. 2/B). The equipment capacity defined in Clause No. 4.4 shall be deployed for this work.

The monthly targets for the re-handling of external dump shall be provided by GIPCL at least one month prior to the commencement of operating year.

5.2.2.3 Rehandling of Lignite/ Coal/ Blended Fuel from Stockyards at SLPP Power Plant:

Stacking, Compacting, Blending and Re-Handling of Lignite/ Coal/ Blended Fuel from Stockyards at various locations throughout the years (including monsoon period) by using Heavy Earth Moving Equipments as shown in the Lignite rehandling Plan of about 20.00 Lakh tone per year.

Only Hydraulic Tippers/ Dumpers (8X4) with RFID Tag shall be deployed by the Contractor for the work of Re-Handling of Lignite/ Coal/ Blended Fuel from Stockyards at various locations. Hence, before deployment of Hydraulic Tippers/ Dumpers, Contractor has to register Hydraulic Tippers/ Dumpers for RFID Tag, if required by the GIPCL, at GIPCL site office. GIPCL will charge @ Rs. 1500.00 per RFID Tag for first 15 RFID Tags. Additional requirement/ replacement of damaged RFID Tag will be @ Rs. 2000.00 per RFID Tag.

Stacking, Compacting, Blending of Lignite/ Coal by spreading in the layers by dozers and leveling & compaction of the slope of lignite or Dome Shape to prevent spontaneous combustion by the dozer will be in the scope of Bidder.

Estimated requirement of the lignite for Power Plant will be 37.50 Lakh Te, out of which approximately 17.50 Lakh Te of lignite will be directly unloaded directly into Feeder Breaker /Apron feeder by the respective Mining Contractors. However this proportion may vary.

Stacking, Compacting, Blending of Lignite/ Coal by spreading in the layers by dozers, leveling & compaction of the slope of lignite or Dome Shape to prevent spontaneous combustion by the dozer of the remaining lignite quantity i.e. about 20.00 Lakh te of lignite will be in the scope of Bidder. The Contractor will carry out entire Stacking, Compacting, Blending and Re-Handling of Lignite/ Coal/ Blended Fuel from Stockyards at various locations as per activity plan and as per the requirement of GIPCL Power Plant from time to time. The Contactor shall provide manpower for the proper stacking, unloading and re-handling of Lignite/ Coal/ Blended Fuel from Stockyards at both the ends i.e. Feeder Breaker /Apron feeder and lignite stockyards irrespective of Lignite/ coal brought from Valia mine or from any other source.

The Contactor shall always maintain his HEMM fleet for re-handling of blended fuel for minimum 600 TPH at any of either locations or the

equipments will be deployed as per the instruction of GIPCL Officials i.e. Lignite Stock Yard-1 and Lignite Stock Yard-2. However, Bidder may deploy bigger capacity excavators provided that the Re-Handling of blended fuel for minimum 600 TPH at any of either location should be achieved and the equipments will be deployed as per the instruction of GIPCL Officials. At least two dozers of required capacity as per Clause No. 4.4 i.e. one at each lignite stockyard location.

During Monsoon months, total feeding of lignite to the power plant will be from rehandling of lignite only. Hence, Contractor shall be required to enhance the equipment capacity accordingly during monsoon season and deploy the required equipments at both the locations.

The Contactor shall always maintain his HEMM fleet for re-handling of blended fuel for minimum 600 TPH at any of either locations or the equipments will be deployed as per the instruction of GIPCL Officials i.e. Lignite Stock Yards at Vastan Feeder Breaker and Apron Feeder.

5.2.2.4 Allied & Preparatory and Lighting Works:

1. In case the contractor needs to construct or create Site facilities, GIPCL shall provide appropriate land during the contract within the mine lease area **subject to the availability of Land.**
2. All safety precautions stipulated as per the provisions of Mines Act, Mines Rules, CMR-2017 and other applicable mining statutes and circulars issued under them shall be complied during maintenance of HEMM's in workshop.
3. The Contractor shall ensure that standers of illumination arrangements of the Valia Lignite Mine shall be maintained as per DGMS(Tech) (S&T) circular No 06 of 2016, dated-8/4/2016. The Illumination arrangement shall be Power efficient.
4. The mine lighting should be designed and installed with proper lamps and fixtures in regard to height, orientation, spacing and reflectors or other accessories, so as to secure a uniform distribution of light on the work area for visual comfort and avoiding objectionable shadows, sharp contracts of intensity, glare, light clutter (excessive groupings of light) and light pollution to prevent strain on the eyes of the workmen, work fatigue and medically defined stress.
5. Illumination level shall be maintained with the help of **minimum 20 Nos. of High Mast Tower** (Minimum 22 meter Tower Height with 20 Nos. x 2 x 400 Watt lighting fixtures) for working pits, feeder breaker site and OB/IB dump yard. All Haul Road (in-between lignite working pit, lignite Crusher site and OB/IB dump yard shall be illuminated with the help of minimum 11 meter Pole Height having 250 Watt lighting fixture. **The distance between two subsequent poles shall not be more than 30 meter and minimum 100 meter from the High Mast Tower. Further, additional lighting arrangement shall have to be made to achieve illumination standard as per DGMS (Tech) (S&T) circular No 06 of**

2016.

6. Portable lighting shall be provided at places, where the permanent/fixed lighting is not possible.
7. Water for dust suppression, cleaning, drinking etc., shall be arranged by the Contractor at its own cost and expenses.
8. The Contractor shall install 440/220V Ph to Ph Transformer for Mine Lighting as per CMR 2017 and DGMS circulars issued in this regard.
9. The Contractor shall install and maintain its Electrical Installation, approved by DGMS Electrical Inspector and as per Central Electricity Authority (Measures Relating of Safety and Electric Supply) Regulation 2010.
10. **The Contractor shall make own arrangement for Maintain Power Factor for its electrical installation as per DGVCL Norms.**
11. Three phase HT Electricity supply (500 KVA of Maximum demand with metering arrangements) may be made available by GIPCL at single location for lighting, pumping, Feeder Breaker, etc. Further distribution of power will have to be arranged by the Contractor at its own risk and cost. **Power consumption will be metered and charged at the prevailing rate of DGVCL.** GIPCL will recover the actual electricity bill from the monthly RA bill. However, the Contractor will be free to make its own independent arrangements. If the Contractor changes the location of its Feeder Breaker, pumping stations, or any other electrical apparatus, camp Site or workshop that requires shifting of the supply/metering point will made only if the Contractor agrees to bear the additional cost likely to be incurred. Necessary further distribution to ensure required illumination over the area will be made by the contractor at his risk and cost. **The Contractor shall ensure that all safety devices, as stipulated in the Indian Electricity Rules are provided and are always in operation, while organizing distribution of power.**
12. No Claim on GIPCL is admissible in case of non-availability of power supply.
13. Non-availability or less than adequate supply of power will not form any grounds whatsoever for disruption of work and GIPCL shall not entertain any claim on that account. If at any time during the currency of the contract any illegal connection and/ or unauthorized connection are found, the Contractor shall pay the penalty as assessed by the DGVCL, and that will be final and binding to the Contractor.

5.2.2.5 Construction & Maintenance of Roads, Footpaths, etc.:

1. The contractor will be responsible at its own cost and expenses for construction and maintenance of haulage roads and lignite transportation roads within the mining pit and within the mine lease area at the surface, and also to take up repair & maintenance of the road (WBM/Gravel) between lignite delivery points and mine (Except District Panchayat Road and State Highway), as & when required. The haul roads and lignite transport road, wherever required shall be constructed to allow uninterrupted movement of trucks for loading of lignite having alignments

and specifications approved by GIPCL. GIPCL reserves full rights to use such roads, which are, constructed by the contractor without any liability whatsoever devolving on GIPCL.

2. The contractor shall make arrangements at its own cost & expenses for sprinkling of water on outside road of about 1.2 km length, where the road is unfinished and passing through the District Panchayat road. Cleaning of any spillage of lignite en-route of State Highway or Panchayat Road will be the sole responsibility of contractor.
3. The contractor shall make arrangements at its own cost & expenses for sprinkling of water on haul roads, mining faces, dump yards, etc. and take adequate precautions for dust suppression.
4. Wherever, the village roads come under active mining/lignite transportation route the contractor shall provide an alternate pathway at a safe distance after necessary documentation as required and away from mining operation/village roads as per requirements at his own cost. Again re-routing of the village road is also under the scope of Contractor at his own cost.
5. Diversion of Nallah/ Drains is also under the scope of Contractor at his own cost after getting necessary approval if any required.
6. **Contractor shall on behalf of GIPCL**, construct, maintain and operate as per approved DGMS Circulars, DGMS Plans and DGMS Drawings at the approved sites for First Aid Station, latrines, urinals and portable four numbers of rest shelters of at least 10 X 10 Square Feet size etc, as required under various statutory provisions within **three month from the date of agreement & shall maintain those properly.**

5.2.2.6 Special Conditions of Work:

- 1) The Contractor shall exercise due care to excavate lignite cleanly and without any intermixing with OB/ IB material. Similarly, care shall be taken by the Contractor to avoid mixing of lignite with overburden/ Interburden or stones. Contractor will ensure that stones are separated and removed at all stages of lignite loading, crushing/ breaking/ sizing and re-loading the sized lignite.
- 2) The Contractor shall maintain, at no extra cost to GIPCL, an in-pit rolling inventory of in situ lignite (over lain by thin OB) to the tune of approximately next two months of lignite production.
- 3) The GIPCL may direct the Contractor to increase / decrease the level of lignite production during any period in accordance with the demand.
- 4) Modifications in the enclosed plans and sections governing working of the Contractor shall be carried out at the discretion of GIPCL to suit the actual conditions revealed during the course of operations and to meet exigencies of work without any compensation to the Contractor.

5.2.2.7 Statutory Obligations:

1. All the directives issued by DGMS from time to time, shall be binding on the Contractor.
2. The removal of Overburden/ earth excavation shall have to be done by the selected contractor by preparing benches, from top to bottom, as per

provisions of the Mines Act/ Rules/ Regulations and orders made there under & in force from time to time, by deploying mechanical equipment viz. Hydraulic Excavators / Shovels/ Surface Minor, Dumpers, Drill, Dozers etc.

3. Contractor has to comply the **Recommendations of 11th National Conference on Safety in Mines** as listed under:
 - a. Prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them.
 - b. Provide a copy of the SOP to the person designated by the mine owner who shall be supervising the Contractor's work.
 - c. Keep an up to date SOP and provide a copy of changes to a person designated by the mine owner.
 - d. Ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner.
 - e. For work of a specified scope/nature, develop and provide to the mine owner a site specific code of practice.
 - f. Ensure that all sub-Contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance all safety laws by the sub or sub-sub Contractors.
 - g. All persons deployed by the Contractor for working in a mine must undergo vocational training, initial medical examination, PME. They should be issued cards stating the name of the Contractor and the work and its validity period, indicating status of VT & IME.
 - h. Every person deployed by the Contractor in a mine must wear safety gadgets to be provided by the Contractor. If Contractor is unable to provide, owner/agent/manager of the mine shall provide the same at the cost of the Contractor.
 - i. The Contractor shall submit to DGMS returns indicating – Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
4. The Contractor shall be responsible for arranging requisite manpower, its training and medical examination and shall also fulfil the provisions of Mining and Labour laws, PF Act and Rules, Contract Labour Laws, The workmen compensation Act etc., pertaining to employment of labour and other statutes in force from time to time.

5. The Contractor will be required to obtain License from the office of the Labour Commissioner for the required strength of labour, before commencement of work at site and the same shall be maintained updated and valid throughout the currency of the contract.
6. If any amount becomes payable by GIPCL 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, Bylaws or the Orders made there under, applicable from time to time, such amounts shall be recoverable from the contractor for which GIPCL will not be responsible for any compensation.
7. The Contractor shall also indemnify the GIPCL against any claims, compensations, damages, loss, liquidated damages etc. for breach and / or non-fulfilment 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 contract.
8. The Contractor will provide air-conditioners in the operators' cabin at his cost and risk.
9. The Contractor(s) will also arrange for IME and PME and shall comply other statutory provisions of Law.

5.2.2.8 Dewatering & Pumping:

The Contractor shall make its own arrangements for pumping out water from the pit at no extra cost to GIPCL. Adequate arrangements for preventing surface rainwater inrush into the pit shall also be made by the Contractor. Subsurface water will be taken care of by pumping it out at Contractor's cost. Pumping arrangements will have to be made by the Contractor at its own cost & expenses. Adequate drainage arrangements by installing suitable capacity pumps and pipe lines and construction of sump/ sumps will be made by the Contractor at his cost for drainage of subsurface and rain water within the pit and outside the pit up to the disposal Site. Disposal Site will be on the Western side of the pit and discharge point will be decided by the GIPCL.

However, the discharge point will be within the mining lease area only. Necessary ground water data should be properly looked in to by the Contractor at his/ its end; It will be the sole responsibility of the Contractor to keep the pit dry so to ensure uninterrupted mining operation, irrespective of quantum & quality of water that is encountered in the course of execution of the Contract. The disposal of water, as & when made will be keeping in view the environmental laws & other relevant aspects. **The cost of pumping of water is to be included in the offered turnkey lignite mining Rate.**

5.2.2.9 Measures against fires & spontaneous heating of lignite:

1. **All equipment operating in the mine and at workshop** must be provided with Automatic fire extinguishers, Portable fire extinguisher as per the requirement of law. The firefighting equipment so provided should be periodically inspected and maintained in working order. A bound-paged book shall be maintained giving details and location of all fire

extinguishers along with dates of inspections and conditions of equipment.

2. Prevention, suppression and dealing with spontaneous heating/ fire in mine working area of Valia lignite mine, dump or any other place under its control. DGMS safety instructions shall be followed from time to time.
3. Contractor shall not uncover and keep the lignite faces exposed for a long time to prevent spontaneous heating of Lignite. A thin layer of OB/IB shall be left over the exposed lignite benches. This OB/IB layer should be removed at the time of extraction and loading of lignite. Spontaneous heating and fires in lignite stocks should be controlled by proper stacking and compaction by the dozers.

5.2.2.10 Quality Control of lignite:

1. The Contractor shall exercise due care to excavate lignite clearly and without any inter mixing with overburden / Interburden material/ Stones. It should be clearly understood that prime objects of raising lignite is to feed it to the power plant, located at an approximate weighted average distance from Valia Mine feeder breaker or lignite handling plant to SLPP Power Plant is approximately 17.50 km (One way weighted average), for power generations. Consistency in quantity & quality on day to day basis in supply of sized lignite (-250 mm) to power plant is to be ensured by the Contractor.
2. Before start of a particular month the Contractor shall carry out seam sampling to know the quality of Lignite and the following range of quality parameters shall be supplied to GIPCL:

Sr. No.	Parameter	Specified Value
1	GCV (ARB)	Minimum 2710.00 Kcal/kg
2	Ash Content (ARB)	Maximum 7.00%
3	Total Moisture (ARB)	Maximum 50.50%
4	Size of Lignite	-250 mm

For Lignite having quality lower than as stated above, the Contractor shall arrange for blending with higher grade Lignite to ensure for the following range of quality parameters shall be supplied to GIPCL i.e. minimum GCV(ARB) of 2710 Kcal/ kg with maximum Ash Content (ARB) of 7.00% and maximum Moisture Content (ARB) of 50.50%.

3. The quality of lignite shall be determined by drawing Lignite samples at/ near the Delivery Points by GIPCL's laboratory. The method of sample collection viz either by auto-sampler or manually, and the frequency of random sampling will be determined by GIPCL. The representative sample will be divided in to two Parts. First Part of the sample shall be tested at GIPCL's laboratory and the results furnished by GIPCL's laboratory shall be final and binding on the Contractor for the purposes of this Agreement. The Second part of the above said sample shall be packed and sealed and analyzed only in case of any dispute. The Contractor will depute his representative for collection and analysis of the

sample.

4. The sampling shall be done as per BIS (Bureau of Indian Standard). The preparation of samples and testing/ analysis of Lignite samples shall be carried out strictly in accordance with Applicable Standard and Procedures laid down in BIS-436 (Part-I), (Part-II) & (Part-III).
5. Moisture and Ash shall be determined after equilibrating at 60% (sixty percent) relative humidity and 40 (forty degrees) temperature as per the relevant clauses of BIS Specification No. IS: 1350 (Part I) 1984. Determination of Gross Calorific Value shall be carried out in accordance with procedure laid down in BIS-1350 (Part II) 1970 or any subsequent revision thereof.
6. GIPCL's laboratory shall furnish daily and monthly analysis report of Lignite to Contractor.
7. The aforesaid analysis shall be final and binding. In the event of any dispute, the second part of the sample shall be analyzed by appointing an independent agency jointly by GIPCL and Contractor and this analysis report shall prevail in case of a difference between the result of the analysis made by GIPCL's laboratory and that of joint analysis. The 50% cost of such sampling shall be borne by the contractor.

5.2.3

Mine Design Parameters:

While mining at Valia Lignite Mines, the Contractor shall adhere to the mine design parameters as approved by DGMS and as detailed out in the below given table:

Sr. No.	Particulars	Unit	Value
1	Bench Design Parameters (Operating and Final Both) 1. Bench height 2. Bench width	Meters Meters	03 09
2	Back Filled/In-Pit Dumps 1. Height of each Lift (< 36 meter depth). 2. Width of each Bench (< 36 meter depth) 3. Platform of 20 meter width at 36 meter depth 4. Height of each Lift (> 36 meter depth). 5. Width of each Bench (> 36 meter depth) 6. Clearance between the toe of dumps and lignite working face.	Meters Meters Meters Meters Meters	05 15 05 10 Double of the depth of Pit
3	External Dumps/ Extension of Dump No. 1 & 2 1. Maximum Height of dumps. 2. Width of Each Bench 3. Bench Height of each lifts (Max.)	Meters Meters Meters	30.00 15 05
4	Haul Road 1. Width	Meter	Where practicable, all roads from the opencast workings shall be arranged to provide one way traffic. Where this is not practicable, no road shall be of a width less than three times the width of the largest vehicle plying on the road plus

	2. Gradient	Ratio	5m unless, definite turnouts and waiting points are designated. 1:16
5	Ramp Gradient	Ratio	1:10

Based on the experience, these parameters may be modified by Contractor in consultation with GIPCL to ensure the slope stability and higher recovery of the Lignite.

Contractor shall ensure for the stability of the Working benches and dump benches. In case of any failure of Working benches and dump benches, Contractor will have to take corrective measures for the stability of the Working benches and dump benches under his scope of work. **In case of any failure of slope, the Contractor shall handle the waste and the same shall be treated as overburden handling and part of the scope of work. Contractor will not be entitled to any costs incurred on account of re-handling/ handling of OB benches/dump benches collapsed material or on account of recovery of lignite under such collapsed OB benches/ dump benches.**

5.2.4

Final Dressing:

Final dressing of the bench floors and bench faces shall be done by the Contractor as per the scope of work and the drawings provided for "End of Year-7" bench configuration. All over-hangs and loose rocks shall be dressed down and floors be cleaned up. All haul roads and access roads would be in good condition for further vehicular movement.

5.2.5

Estimated Quantities of Work:

5.2.5.1

Estimated Quantities of turnkey Mining Contract for Removal of Overburden, Raising, Crushing & Transportation of -250mm size lignite from Valia Mine to Power Plant:

The following table shows the approximate estimated quantities of for Removal of Overburden, Raising, Crushing & Transportation of -250mm size lignite from Valia Mine to Power Plant.

Operating Year	OB/IB Removal (In MCuM)	Cumulative OB/IB Removal (In MCuM)	Supply of Lignite of - 250 mm size (In MTe)	Cumulative Lignite Quantity (In MTe)	OB: LIGNITE Ratio (M3:MTe)	Cumulative OB: LIGNITE Ratio (M3: MTe)
1 st Year	15.00	15.00	2.75	2.75	5.45	5.45
2 nd Year	15.00	30.00	3.25	6.00	4.62	5.00
3 rd Year	11.00	41.00	3.25	9.25	3.38	4.43
4 th Year	12.00	53.00	3.25	12.50	3.69	4.24
5 th Year	12.00	65.00	3.25	15.75	3.69	4.13
6 th Year	12.00	77.00	3.25	19.00	3.69	4.05
7 th Year	11.88	88.88	3.25	22.25	3.66	3.99
Total	88.88		22.25			3.99

The tentative monthly production and delivery target of -250 mm size lignite for the 1st Operating Year is as below:

Month	Lignite Target Quantity (Lakh Te)
Oct, 18	0.00
Nov, 18	0.00
Dec, 18	2.50
Jan, 19	4.00
Feb, 19	4.00
March, 19	4.50
April, 19	5.00
May, 19	5.00
June, 19	2.50
July, 19	0.00
Aug, 19	0.00
Sep, 19	0.00
Total	27.50

The monthly production/delivery targets of - 250 mm size lignite shall be provided by GIPCL at least one month prior to the commencement of operating year.

Note: -

1. **Since this is an operating pit, the Contractor will get the 0.42 MTe of exposed lignite in the existing pit as rolling inventory from the existing contractor. The quantity of 0.42 MTe of exposed lignite is already included in the tender quantity of 88.88 MCuM of OB/ IB and 22.25 MTe of lignite to be mined and delivered. The tender quantity of 88.88 MCuM of OB/ IB and 22.25 MTe of lignite has been derived considering that existing contractor will work up to Nov-Dec, 2018.**
2. The quantity of OB/IB removal and lignite are only indicative/ estimated figures. As this is a captive lignite mine for Surat Lignite Power Plant, the actual quantity of OB/IB and lignite will depend solely on the requirement of the power plant after taking into account lignite availability from Vastan Mine and Mangrol Mine. GIPCL shall have sole discretion as to the requirement of lignite for generation of electricity from time to time. The Bidder / Contractor has agreed and understood that the requirement of lignite by Power Plant may vary from time to time, to which the Bidders shall not have any objection. Accordingly, the Contractor shall not be entitled to any compensation or indemnity on account of increase or decrease in the quantity of OB/IB and lignite. Further GIPCL reserves the right to increase or decrease the annual quantity in any Operating Year at any point of time during the Operating Year by giving at least a 30 days prior notice in writing. The quantity of lignite indicated is 'in-situ' and calculated considering in-situ specific gravity of lignite as **1.16 Tonne/ CuM** for the purpose of this tender.
3. GIPCL reserves the right to make any alteration / addition in the area for

- the contracted quantity as above, without any compensation.
4. In case, the design parameters of the mine as stipulated in the plans enclosed are required to be changed on account of safety reasons and/or as per the directions of the statutory authority or any other unforeseen circumstances, the contractor shall have to undertake the same without any claim whatsoever on account of such changes except for the provision of Clause No. 5.2.5.2 hereinafter.
 5. After development period, Contractor shall ensure that lignite exposure of about **2 months** production equivalent is available at the end of every calendar month.
 6. Monthly target will be reduced proportionately for the calculation of liquidated damages only on the submission of certificates from the Mines Manager for the actual rainy days and its aftereffect during which no lignite mining and dispatches could be made by the Contractor for the period other than monsoon period i.e. 15th June to 15th September.

Estimated Material Balance of Waste Quantities for Dumping:

Operating Year	External Dump No. 1 & 2 / Extension of External Dump No. 1 & 2 and the Dump height shall be not more than 30 metre from ground level (In MCuM)	In-Pit Dumping (In MCuM)
First Six month of the 1 st Year	8.00	0.00
Last Six month of the 1 st Year	0.00	7.00
2 nd Year	0.00	15.00
3 rd Year	0.00	11.00
4 th Year	0.00	12.00
5 th Year	0.00	12.00
6 th Year	0.00	12.00
7 th Year	0.00	11.88
Total	8.00	80.88

Above mentioned estimated quantities are however, not sacrosanct and actual figures may vary depending on the actual field conditions and other factors.

GIPCL reserves the right to vary the quantity of lignite and commensurate waste, indexed to the envisaged OB: Lignite Ratio of the respective years, to be excavated in any particular year, during the currency of the Contract without any entitlement to compensation to Contractor. Notice in writing by GIPCL shall be given to the Contractor in case GIPCL decides to do so, to enable the Contractor to make necessary arrangements for the same.

5.2.5.2 Estimated Quantities of OB/ IB Rehandling from External Dump at Valia Mine:

The following table shows the approximate estimated quantities for the Re-

handling of the external dump lying on the mineralized zone. The Re-handling of the external dump will be commenced, just after the commencement of second operating year.

Operating Year	Re-Handling of OB/ IB from External Dump No. 3 & 4 to External Dump No. 1 & 2 / Extension of External Dump No. 1 & 2 above OGL and the Dump height shall be not more than 30 metre from ground level (In MCuM)
1 st Year	0.00
2 nd Year	4.00
3 rd Year	5.00
4 th Year	6.00
5 th Year	6.00
6 th Year	6.00
7 th Year	7.00
Total	34.00

The quantities of OB/ IB Rehandling from External Dump are estimated figures. Above mentioned estimated quantities are however, not sacrosanct and actual figures may vary.

5.2.5.3 Estimated Quantities of Lignite Re-Handling:

The Contractor will carry out entire re-handling of lignite as per activity plan up to designated delivery points, as may be directed by Site I/c of GIPCL from time to time with all other activities like dust suppression, maintenance of approach roads to lignite stock yard, Stacking, Compacting, Blending of Lignite/ Coal by spreading in the layers by dozers and leveling & compaction of the slope of lignite or Dome Shape to prevent spontaneous combustion by the dozer.

Total approximate estimated quantity of Re-Handling of Lignite/ Coal/ Blended Fuel from Stockyards at various locations as per activity plan are as follows:

a) Activity No. 1: -

- a. **Activity No. 1a:** - Rehandling from Lignite Stockyard-2 to Un-Loading Point-3 as shown in Lignite Re-Handling Plan (Annexure No. 4) **or**
- b. **Activity No. 1b:** - Lignite Stockyard-1 to Un-Loading Point-2, as shown in Lignite Re-Handling Plan (Annexure No. 4).

Estimated Quantity & One way distance is about **40000.00 CuM per Year & 2.10 Km.**

- b) **Activity No. 2:** - Rehandling from Lignite Stockyard-1 to Un-Loading Point-3, as shown in Lignite Re-Handling Plan (Annexure No. 4).

Estimated Quantity & One way distance is about **20000.00 CuM per Year & 3.50 Km.**

c) **Activity No. 3: -**

- a. **Activity No. 3a:** - Rehandling from Lignite Stockyard-1 to Un-Loading Point-1 as shown in Lignite Re-Handling Plan (Annexure No. 4) **or**
- b. **Activity No. 3b:** - Rehandling from Lignite Stockyard-2 to Un-Loading Point-2, as shown in Lignite Re-Handling Plan (Annexure No. 4).

Estimated Quantity & One way distance is about **18.60 Lakh CuM per Year & 0.5 Km.**

- d) **Activity No. 4:** - Rehandling from Lignite Stockyard-2 to Un-Loading Point-4 as shown in Lignite Re-Handling Plan (Annexure No. 4). Estimated Quantity & One way distance is about **40000.00 CuM per Year & 1.65 Km.**
- e) **Activity No. 5:** - Rehandling from Lignite Stockyard-1 to Un-Loading Point-4 as shown in Lignite Re-Handling Plan (Annexure No. 4). Estimated Quantity & One way distance is about **40000.00 CuM per Year & 2.95 Km.**

The quantity of lignite &/ blended fuel re-handled against each activities are only indicative/ estimated figures. The actual quantity of lignite re-handled will depend solely on the requirement of the power plant after taking into account lignite availability from Vastan Mine and Valia Mine. GIPCL shall have sole discretion as to the requirement of lignite for generation of electricity from time to time. The Bidder / Contractor has agreed and understood that the requirement of lignite by Power Plant may vary from time to time, to which the Bidders/ Contractor shall not have any objection. Accordingly, the Contractor shall not be entitled to any compensation or indemnity on account of increase or decrease in the quantity of lignite re-handled.

5.2.6 Time for Mobilization, Development of Mine and Completion of the Work Covered by Contract:

- 5.2.6.1 1. The period of 30 (Thirty) days from the date of agreement shall be allowed for mobilization of required manpower, resources and Equipments for the starting of actual excavation work as per scope of work reckoned from the date of agreement.
2. The work shall be executed strictly as per time schedule by deploying adequate personnel, equipments, tools and tackles. The quantity of OB/IB removal and lignite are only indicative/ estimated figures. As this is a captive lignite mine for Surat Lignite Power Plant, the actual quantity of OB/IB and lignite will depend solely on the requirement of the power

plant after taking into account lignite availability from Vastan Mine and Mangrol Mine. GIPCL shall have sole discretion as to the requirement of lignite for generation of electricity from time to time. The Bidder / Contractor has agreed and understood that the requirement of lignite by Power Plant may vary from time to time, to which the Bidders shall not have any objection. Accordingly, the Contractor shall not be entitled to any compensation or indemnity on account of increase or decrease in the quantity of OB/IB and lignite. Further GIPCL reserves the right to increase or decrease the annual quantity in any Operating Year at any point of time during the Operating Year by giving at least a 30 days prior notice in writing.

- 5.2.6.2** The zero date reckoned for the contract shall be the date of agreement and the **Development Period** shall mean the period of 60 (Sixty) days from the effective date of completion of mobilization period of 30 (Thirty) days for purpose of development of Mine Pit.

Operating Year shall mean a period of 12 months starting from the effective date of Agreement as certified by GIPCL Management. The subsequent years shall follow twelve (12) months from the end of Year I (one).

- 5.2.6.3** If the Contractor desires an extension of time for Mobilization, Development of Mine and Completion of the Work Covered by Contract on the grounds of his having been unavoidably hindered in its execution or on any other grounds whatsoever, he shall apply in writing to the, GIPCL within 10 (ten) days of the date of the hindrance on account of which he desires such extension as aforesaid, and GIPCL shall if in its opinion which shall be final and binding on the Contractor, reasonable grounds exist, authorize such extension of time as may in its opinion be necessary or proper. Whenever such extension is granted by GIPCL this would be without prejudice to GIPCL's right to take appropriate action under this contract and without any additional financial liability on GIPCL.
- 5.2.6.4** Failure or delay by GIPCL to hand over the Site to the Contractor necessary for the executions of the works, or to provide the necessary drawings and instructions or any other delay by GIPCL due to any other cause, whatsoever shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to claim damages or compensation thereof , provided, however , that GIPCL may at its sole discretion extend the time for completion of the work by such period as it may consider necessary or proper.
- 5.2.6.5** If the quantity awarded remains unexecuted for any reason whatsoever, including reduced /less requirement of lignite by power plant, at the end of Contract period of seven years, GIPCL, may at its sole discretion grant such extension of time as it may deem fit for the execution of balanced unexecuted quantity or any part thereof on the same rates, terms and conditions of the Contract.
- 5.2.6.6** If the Contractor completes the awarded work quantity before completion of the awarded contract period of seven years from the effective date of

Agreement, GIPCL may its sole discretion and with the consent of contractor, award such additional work quantity as it may deem fit, at the same rates and same terms and conditions of the contract.

5.2.7 Fitness of Heavy Earth Moving Equipments:-

The Contractor will be required to deploy heavy earth mining & transportation machinery which are tested, found fit for roadworthy and shall have all safety features as required by DGMS.

The Contractor will be required to maintain adequate competent officials / skilled persons for operation, maintenance, repairs & examinations of machinery. In addition, GIPCL's Engineer or other authorized person, individually or as a joint inspection team, will also examine and verify fitness of these machineries. The Contractor will provide full co-operation and help in carrying out these examinations and tests. However, during any such test/ examination, if any machinery is found unfit, the Contractor will forthwith withdraw it from operation in mine for necessary repair and maintenance and will not put it back into operation unless it is again examined and certified fit by GIPCL's Engineer or other authorized person. Further, the Contractor will be responsible for substituting the machinery so that works do not suffer.

All the equipment to be deployed by the Contractor must be maintained in proper working order and be fitted with all the required safety devices mandated by DGMS i.e. Audio Visual Alarms, Fatigue Alarm, Automatic Fire Extinguisher, Proximity Device, Reverse Camera, Anti Collision Device, Blind Stop Mirrors and Ergonomic/ vibration Study details and etc. All the heavy earth moving equipments should be equipped with Safety Appliance as per the CMR 2017/ DGMS Circulars/ recommendations of Mines Safety conferences.

5.2.8 Method of Work:

5.2.8.1 The plant and equipment deployed by the Contractor and his/its methods and organizations for handling the work shall be such as will ensure a regular and continuous production of sized lignite of required quality, which will ensure the completion of the works within the time herein specified. Further, the work should be executed strictly in conformity with the provisions of Mines Act, 1952, CMR-2017 and all relevant rules, byelaws and statutory provisions and instructions given by GIPCL and/ or GIPCL from time to time.

5.2.8.2 The Contractor shall give to GIPCL full information in advance as to his/its plans and methodology for carrying out the works. If any time before the commencement or during the progress of work, any part of Contractor's plant, equipment or facilities , or any of his/it method of execution of the work, appears to GIPCL to be unsafe or inadequate or his/its organization insufficient to ensure the required quality and rate of progress of work, the GIPCL may order the Contractor to change or increase and improve his/its plant, equipment facilities, method of work, organization etc., and the

Contractor shall promptly comply with such orders, but failure/delay of GIPCL to issue such orders shall not relieve the Contractor of his/its obligation to secure the degree of safety, the quality of work and the rate of progress required by the Contractor for execution of his/its works under the contract. The Contractor shall ensure safe operation and maintenance of his plant and equipment.

During the planned shutdown of power plant, if power plant suspends the intake of lignite, then GIPCL may also suspend/ reduce raising of lignite by the Contractor. Similarly during breakdowns of power plant, raising of lignite can be suspended/ reduced by GIPCL, however, other works like removal of OB etc, may be kept continued. No compensation on this account (suspension/reduction of raising of lignite) shall be admissible to the Contractor.

5.2.8.3 The equipments which are brought to the Site shall not be removed from the Mine without permission in writing of the GIPCL.

5.2.8.4 GIPCL shall not be liable to pay for any damage and/ or compensation for idling of any of the equipment, and/or manpower for any reason whatsoever.

5.2.8.5 The Contractor shall submit a daily report of work on the following day in a proforma provided by the GIPCL.

5.2.9 Allotment of Area for Work:

The Contractor shall be required to work in such area as may be allotted by the GIPCL from time to time within the mine lease areas. The entire area as per bid drawing may be allotted for work in phases and not necessarily at a time before commencement of work. GIPCL may for reasons to be recorded in writing temporarily discontinue the work in any part of the area assigned to the Contractor and ask the Contractor to work in the alternative area within the pit.

No claim for reduced allotment of area or stoppage or change if area of work as above shall be entertained by GIPCL.

5.2.10 Work Personnel:

1. The Contractor shall maintain and provide records of all his employees entering the mines, in the register as per the provisions of CMR 2017 and other statutes. These registers duly maintained and updated should be kept in the office at the mines, so that the same is available for inspection by any statutory authority.
2. The Contractor shall keep GIPCL indemnified against all the claims and liabilities of his direct or indirect employees, contracted employees engaged in respect of this contract, under the applicable Act, rules, regulations and bye laws as may be in force from time to time during the period of the contract or otherwise in respect of any claim, damage, compensation etc., whatsoever payable in consequence of any loss, damage, accident or injury etc. sustained by these personnel. In the event GIPCL is required to pay any sum on this account then the same shall be recoverable from the running bills and /or security deposit of the

Contractor.

3. The Contractor shall comply with all the statutory provisions as per Central and /or State Government Act, Rules, Bye-laws, from time to time in regard to the payment of wages to the workmen employed, wage period, recovery/ deductions from wages, unpaid wages unauthorized deductions made, maintenance of wage register/ wage slips, publication of the notice of date of payment of wages, weekly days of rest etc. and other terms of the employment, and shall submit periodical returns to the statutory authorities. Such records will also be made available periodically for perusal and scrutiny of the authorized representative of GIPCL.
4. In the event of default of the Contractor in making such payment/s or contribution for any other reasons GIPCL shall make such payment/ contribution on behalf of the Contractor by way of deducting the relevant amounts from the running bills of the Contractor and GIPCL shall be entitled to set off all costs and amounts due to the Contractor for the payment/ contributions made by it on account of Contractor's default. Till such time the first running account bill is raised and in case any complaint is received for nonpayment of wages, the GIPCL after verification may recommend for deduction of such amount of wages from the security deposit under intimation to the Contractor. The Contractor shall forthwith make good the shortfall in the security deposit.
5. The Contractor shall be responsible for the payment of all retrenchment and other compensation, if any, due and payable to the workmen employed by them. The Contractor shall provide at his own cost all medical aid and other facilities like accommodation, drinking water, rest shelter etc. to their staff as per Mines Rules.

5.2.11 Drawings to be supplied by GIPCL:

- 5.2.11.1 Drawings attached with bid document shall be only for the general guidance of the Contractor to enable him/it to visualize the type of work contemplated and scope of work involved. The Contractor will be deemed to have studied the drawings and formed an idea about the work involved.
- 5.2.11.2 Any discrepancy between the specifications and the drawings or any error, omission or ambiguity in the specifications or the drawings shall not invalidate the contract. The Contractor shall immediately on noticing any such discrepancy, error, omission or ambiguity brings the same to the notice of the GIPCL. Any work done by the Contractor even after discovery by him/it of such discrepancy, error, omission or ambiguity will be at the Contractor's risk and cost.
- 5.2.11.3 Any work for which no specification or drawing has been prescribed or issued by GIPCL are to be carried out by the Contractor in all respects in accordance with the instructions and requirements of the GIPCL.
- 5.2.11.4 The drawing/s for the work as listed herein, is based upon the interpretation of borehole information as per exploration carried out so far by various agencies. The Contractor shall not be relieved of the liability under the contract for any loss sustained by the Contractor as a result of any variance

between conditions as shown on the drawings and the actual or otherwise.

5.2.12 Responsibilities for level & alignment:

5.2.12.1 Before commencement of excavation, spot levels shall be taken at 10 meters grid interval jointly by total station and these levels shall be used for drawing original ground profile while calculating volume of overburden and lignite removal by Datamine software/AutoCAD.

5.2.12.2 The Contractor shall be entirely and exclusively responsible for the horizontal and vertical alignment.

5.2.12.3 It may be necessary at time to discontinue portions of the Contractor's work in order that the GIPCL/ Surveyor may make measurements or surveys without interruptions or other interferences that might impair the accuracy of the results. At times, on instructions of the GIPCL the Contractor shall discontinue his/its work to such extent as may be necessary for this purpose. The Contractor shall not be entitled for any extra payment on account of same.

5.2.13 Right to Review Performance:

GIPCL reserves the right to review and assess the performance of the work at any time during the contract period. In case of poor or unsatisfactory performance and/or breach of any terms and conditions of the contract, GIPCL in its absolute rights and discretion may take appropriate action including termination of the contract.

5.2.14 Risk & Cost:

GIPCL shall have full right to forfeit the whole security deposit and payment of other pending bills payable to the Contractor for non fulfillment of the contractual obligations with regard to the production/ excavation/ transportation of lignite (work) of specified quantity within the scheduled/specified time period. The work can be completed by engaging third party at the risk and cost of the Contractor. Over and above the compensation of shortfall in execution of work, GIPCL may at its discretion at any time to get the balance quantity of overall unexecuted work executed from any other agency at the risk and cost of the Contractor for which an advance notice of minimum 15 days will be given to the Contractor.

5.2.15 Accident etc. and responsibilities of Contractor:

- 1) The entire responsibility on account of any accidents, damage or personal injury which may occur to any of the Contractor's vehicles/ equipment or his/its employees or any outside party shall be exclusively that of the Contractor and no claim whatsoever shall be entertained by GIPCL on this account. **The Contractor shall keep GIPCL indemnified from all such consequence.**
- 2) In the event of any breakdown or accident during the course of any operation, the Contractor shall notify the facts to the GIPCL or his authorized officer immediately of such incidence and shall simultaneously make adequate remedial arrangements on his/its own cost and risk and as per the instructions of the GIPCL.
- 3) The Contractor shall pay all claims, damages, and compensation with cost arising out of or resulting there from to the third party(s) and in case

GIPCL would be required to face any proceedings or to pay any amount on the aforesaid account, it shall be deemed to have been discharged on behalf of the Contractor, who will reimburse the cost/expenses to GIPCL.

5.2.16 Changes in works:

The quantities set out by GIPCL in the excavation schedule or quantities annexed to contract document are only estimated quantities of work and GIPCL shall not be bound for any short fall.

5.2.17 Liability to Pay Compensation:

In the event of GIPCL exercising the powers vested in it under the aforesaid clause, it may, take possession of all or any tools and equipment, materials and stores lying in or upon the works or the Site thereof belonging to the Contractor or procured by him and intended to be used for the execution of the work or any part thereof the same be taken on payment of reasonable compensation as certified by the GIPCL whose certificate thereof shall be final, otherwise the GIPCL may give notice to person, requiring him/it to remove such tools, equipment, materials or stores from the premises (within a time to be specified in such notice), and in the event of the Contractor failing to comply with such requisition the GIPCL may remove them at the Contractor's expenses or sell them by auction and/or private sale on account of the Contractor and at his/its risk in all respects without any future notice as to the date, time or place of sale and the certificate of the GIPCL as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final conclusive and binding on the Contractor.

SECTION- VI

Payment, Procedure for Measurement & Certificates

6.1 Contractor's Remuneration:

- 6.1.1** The Contractor will be eligible to receive its remuneration from GIPCL in respect of the complete work done by it as per scope of work at contracted rates by GIPCL on monthly basis.
- 6.1.2** The Contractor shall submit running account bill for the work executed for a period not less than one calendar month. The running bill shall be signed by the Contractor's authorized representative, Production Manager & the Mine Manager. The bill so prepared and certified will be submitted for payment to the office of the Chief General Manager (Mines). Date of such submission of bill will be 5th day after completion of the calendar month, or the actual date of submission, whichever is later, will be taken into account for considering due date of payment.
- 6.1.3 Rate for Turnkey work for Over burden / inter burden removal, Raising, Producing and Transportation of sized Lignite (-(minus) 250 mm size) to SLPP Power Plant:**
- a) The Turnkey Lignite Mining Rate includes all expenses as may be incurred by the Contractor in mining, i.e. Raising of Lignite, Removal of Overburden and dumping the same at the designated sites, loading of Lignite into dumpers, transportation from the Lignite face to the Feeder Breaker/ any other mechanical means/Lignite Handling System, Breaking/ crushing expenses and maintenance of the fixed infrastructure facilities including all spares and consumables as well as capital replacement, etc required during the term of the Agreement.
 - b) The Turnkey Lignite Mining Rate also includes all expenses incurred prior to lignite production. Turnkey Lignite Mining Rate shall also include cost incurred towards construction of suitable capacity of feeder breaker (In-pit/ Pit-top) or Surface Miners or any other suitable technology for producing - 250 mm size lignite as per the provisions of Contract.
 - c) Further the Turnkey Lignite Mining Rate shall include all taxes, duties, levies and charges assessed on the Contractor, its Sub-Contractor's or their employees by the authority (ies) except for the elements i.e. GST, surcharge, cess and/or levies there upon as applicable on direct transaction between Contractor and GIPCL under this contract shall be paid by GIPCL. During the execution of contract if any new Tax or Duty is imposed on the Turnkey Lignite Mining Rate, the same shall be reimbursable to Contractor against the documentary evidence. GIPCL shall bear royalty or its equivalent amount and any other taxes incidental to extraction and delivery of Lignite as applicable on the Lignite produced and delivered and make payments in this regard to the concerned authorities directly.
 - d) With effect from the lignite production date, for each operating year, the GIPCL shall pay to the Contractor the Turnkey Lignite Mining Rate

adjusted to Striping Ratio **for the quantity of lignite delivered on monthly basis and escalation** as per clauses for the quantity of lignite delivered..General clause for all payments.

- e) The Contractor will be paid for sized lignite delivered on the basis of its weightment at GIPCL weighbridges.
- f) The remuneration to be paid by GIPCL to Contractor for the entire work to be done and for performing the obligations of this contract agreement by the Contractor shall be ascertained by applying the awarded rates on the work done and payment shall be made accordingly as per bid provisions for the work actually executed and approved by the GIPCL. The sum as ascertained shall constitute the sole and inclusive remuneration to the Contractor under the contract and no further or other payment, whatsoever, shall be or become due or payable to the Contractor under the contract.
- g) Contractor should undertake mining in such a way that sized lignite (strictly of -250 mm size) delivered to SLPP Power Plant is in the range of 2500- 2750 KCal/kg average and more on daily basis. The Calorific Value shall be determined by GIPCL/ any third party authorized by GIPCL by conducting a test as per procedure. During the course of extraction of lignite, such quantity of lignite, which gets mixed with overburden/intercalation resulting in reduction of Calorific Value or adding to impurities to mined lignite below the cut off grade, shall be rejected. This would also include any quantity of lignite rejected at the power plant end because of supply of inferior quality of lignite. Such rejected quantities shall neither be considered for remuneration nor achievement against the contracted quantities. In such cases of rejection as mentioned above an amount equivalent to landed rate of lignite at power plant end as determined by GIPCL, shall be recovered from the running account bills of the Contractor and/ or from his Security Deposit.
- h) The Contractor shall not be eligible to claim any advance payment against exposed or unexposed stock of lignite.
- i) **The rate of remuneration to the Contractor shall remain firm & fixed for the entire contract period & shall not be subject to change except as mentioned elsewhere in the bid document. No additional payment will be made on account of breaking of Sand Stone/ Hard ground/ weathered rock/ Conglomerate by mechanical or any other mean if found during the removal of OB/IB/Lignite.**
- j) **The Contractor shall indemnify GIPCL against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation or use on the works of any such articles/ processes or materials, other municipal or local board charges, fees, cess, if levied on materials, equipment or machinery to be brought to Site for use on work, shall be borne by the Contractor.**
- k) The rate of remuneration to the Bidder shall remain firm & fixed for the entire contract period & shall not be subject to change except as mentioned elsewhere in the bid document. The Contractor shall be

deemed to have known the nature, scope, magnitude and the extent of the works and material required though the contract documents may not fully and precisely furnish them. The opinion of the GIPCL as to the items of work which are necessary and reasonable for completion of work shall be final and binding on the Contractor, although the same may not be shown or described specifically in contract documents.

- l) The contract rate shall be deemed to include and cover the risk of all possibilities of delay and interference with the Contractor's conduct of work which may occur from any cause including orders of GIPCL in the exercise of powers and on account of extension of time granted due to various reasons and for all possible or probable cause of delay/s in execution of this work.

6.1.4 Rate of OB/IB Re-Handling of the External Dump:

The Contractor will be paid for the quantity of re-handling of OB/IB from external dumps as per scope of work at awarded rates by GIPCL on monthly basis.

The Contractor will be paid for the quantity of re-handling of OB/IB up to Original Ground Level (OGL) only.

6.1.5 Rate for Stacking, Compacting, Blending and Re-Handling of Lignite/ Coal/ Blended Fuel from Stockyards by using Heavy Earth Moving Equipments:

The Contractor will carry out entire re-handling of lignite as per activity plan up to designated delivery points, as may be directed by Site I/c of GIPCL from time to time with all other activities like dust suppression, maintenance of approach roads to lignite stock yard, Stacking, Compacting, Blending of Lignite/ Coal by spreading in the layers by dozers and leveling & compaction of the slope of lignite or Dome Shape to prevent spontaneous combustion by the dozer. **But, Contractor has to mention a single rate for Work No. 3, for the re-handling of lignite for carrying out the different activities under this head.**

The Contractor will be paid for the quantity of Stacking, Compacting, Blending and Re-Handling of Lignite/ Coal/ Blended Fuel from Stockyards by using Heavy Earth Moving Equipments as per scope of work at awarded rates by GIPCL on monthly basis.

6.1.6 Turnkey Lignite Mining Rate, Rate of OB/IB Re-Handling of the External Dump and Lignite Re-Handling Rate and Escalation thereafter:

There shall be no review of the awarded (a) **Turnkey Lignite Mining Rate** or (b) **Rate of OB/IB Re-Handling of the External Dump** or (c) **Lignite Re-Handling Rate** payable by GIPCL to the Contractor throughout the term of the contract. All payments by GIPCL shall be in Indian Rupees only. The Bidders have to carry out all these works together.

For the purpose of computation of escalation, rate as awarded shall have **two Components of each work at Work No. 1, 2 and 3** as under:

Sr. No.	Description	Estimated Quantity (In Lakh Te/ CuM)	Unit	Rate in Rs. per Unit	Amount in Lakh Rs.
Work-1	Rate for Turnkey work for Over burden / inter burden removal, Raising, Producing and Transportation of sized Lignite (-minus) 250 mm size) to SLPP Power Plant and other ancillary activities as defined in Section V, Mining-Part II (Scope of Work & Special Conditions of the Contract):				
A	Work Component (Excluding Diesel)	222.50	Rs./ Te		
B (i)	Diesel Component		Litre per Te		
B (ii)	Price of diesel at PSU outlet at Nani Naroli on 3 rd August, 2018.		Rs. per Litre	73.32	
B=(i x ii)	Diesel Component	222.50	Rs./ Te		
	Sub-Total Rate in Rs./Te (A + B) and Amount				
Work-2	Rate for Re-handling of the External Dump and other ancillary activities as defined in Section V, Mining-Part II (Scope of Work & Special Conditions of the Contract):				
A	Work Component (Excluding Diesel)	340.00	Rs./ CuM		
B (i)	Diesel Component		Litre per CuM		
B (ii)	Price of diesel at PSU outlet at Nani Naroli on 3 rd August, 2018.		Rs. per Litre	73.32	
B=(i x ii)	Diesel Component	340.00	Rs./ CuM		
	Sub-Total Rate in Rs./CuM (A + B) and Amount				
Work-3	Rate for Stacking, Compacting, Blending and Re-Handling of Lignite/ Coal/ Blended Fuel from Stockyards at various locations throughout the years (including monsoon period) by using Heavy Earth Moving Equipments and other ancillary activities as defined in Section V, Mining-Part II (Scope of Work & Special Conditions of the Contract):				
A	Work Component (Excluding Diesel)	140.00	Rs./ CuM		
B (i)	Diesel Component		Litre per CuM		
B (ii)	Price of diesel at PSU outlet at Nani Naroli on 3 rd August, 2018.		Rs. per Litre	73.32	
B=(i x ii)	Diesel Component	140.00	Rs./ CuM		
	Sub-Total Rate in Rs./Te (A + B) and Amount				
	Grand Total Amount of Work No.(1), (2) and (3)				

1. Work Component:

Escalation will be considered on work component on yearly basis @ **1.50%** per annum of the awarded base rate and the escalation will be applicable on yearly basis from the second operating year onwards. This is applicable to all the three works as applicable as mentioned above.

2. Diesel Component:

Escalation will be applicable on awarded diesel component as per actual variation in price of diesel over the base price **at PSU outlet at Nani Naroli on 3rd August, 2018.**

GIPCL will work out the simple average out of the revised diesel prices from 1st to 30/31st of every month and consider this worked out rate for the purpose of the calculation of Escalation/ Reduction on diesel component for all the three works as applicable as mentioned above. No escalation on any other account will be paid or considered by GIPCL.

6.1.7 Excess OB/IB Removal:

In case for a cumulative Strip Ratio (Total OB removed during the Operating Year) is higher than that specified in Clause No. 5.2.5, "Estimated Quantities of Excavation", no additional payment shall be made for the excess quantity of overburden. However, such excess quantity shall be adjustable in the succeeding Operating Year. Further the excess quantity of overburden over & above the strip ratio for the Operating Year shall be allowed to be carried forward to the succeeding Operating Year and shall be adjusted in the "Estimated Quantities of Excavation" in such operating year except for the quantity which has been paid for on account of latent condition and subject to fulfilment of all conditions as per "Estimated Quantities of Excavation" and any agreed modification thereof.

6.1.8 Cumulative Payment of Turnkey Lignite Mining Rate:

Cumulative Payment of Turnkey Lignite Mining Rate = Constant X Lignite Mining Rate per Te (As per Scope of Work) X Cumulative Quantity of Actual Lignite delivered in MT.

Where Constant = Actual Stripping Ratio*/Estimated Stripping Ratio**

*Actual Stripping Ratio = Actual Cumulative Quantity of OB/IB removal in M³/ Actual Cumulative Quantity of Lignite delivered in Te

** Estimated Stripping Ratio = Total Estimated Contract Quantity of OB/IB i.e. 88.88 MCuM/ Total Estimated Contract Quantity of Lignite i.e. 22.25 MTe = 3.99

Net amount payable for Monthly Running bill = Cumulative Payment of Lignite delivered up to current month – (minus) Cumulative Payment of Lignite delivered up to previous month.

Note:-

1. Actual Cumulative OB/IB removal and Actual Cumulative Lignite delivered shall not be more than cumulative target of OB/IB & Lignite delivered given in schedule of target. Value of the cumulative constant shall not be considered more than 1(one).

2. Any LD/ Compensation deducted in the previous RA bill will not be considered for the purpose of this calculation.
3. Escalation on Turnkey Lignite Mining Rate shall be applicable as per Clause No. 6.1.6 above.

Example:

RA Bill No. 1:

Awarded Turnkey Lignite Mining Rate for Lignite Delivered per MT = Rs.100 per Te

ECQ (OB/IB) = Estimated Contract Quantity of OB/IB Removal in M3= 888.80 Lakh M³

ECQ (Lignite Delivered) = Estimated Contract Quantity of Lignite to be Delivered in MT = 222.50 Lakh Te

Monthly Actual OBR = 11.00 Lakh M³

Monthly Actual Lignite Delivered = 3.00 Lakh Te

Constant = $\{(11.00/3.00) / (888.80/222.50)\} = 0.912$

Cum. Payment = $0.912 \times 100 \times 3.00 = \text{Rs. } 273.60 \text{ Lakh}$

LD Amount = Rs. 5.00 Lakh

Net amount payable for Monthly RA Bill No.1 = 273.60 – 5.00 = Rs. 268.60 Lakh.

RA Bill No. 2:

Awarded Turnkey Lignite Mining Rate for Lignite Dispatched per MT = Rs.100 per Te

ECQ (OB/IB) = Estimated Contract Quantity of OB/IB Removal in M3= 888.80 Lakh M³

ECQ (Lignite Delivered) = Estimated Contract Quantity of Lignite to be Delivered in MT = 222.50 Lakh Te

Monthly Actual Lignite Delivered = 3.10 Lakh Te

Cum. Actual Lignite Delivered = $(3.00+3.10) = 6.10 \text{ Lakh Te}$

Monthly Actual OBR = 12.0 Lakh M³

Cum. Actual OBR = $(11.00+12.00) = 23.00 \text{ Lakh M}^3$

Constant = $\{(23.00/6.10) / (888.80/222.50)\} = 0.944$

Cum. Payment up to RA Bill No. 2 = $0.944 \times 100 \times 6.10 = \text{Rs. } 575.84 \text{ Lakh}$

Cum. Payment up to RA Bill No. 1 = $0.912 \times 100 \times 3.00 = \text{Rs. } 273.60 \text{ Lakh}$

Net amount payable for Monthly RA Bill No.2 = (575.84 – 273.60) = Rs. 302.24 Lakh.

RA Bill No. 3:

Awarded Turnkey Lignite Mining Rate for Lignite Dispatched per MT = Rs.100 per Te.

ECQ (OB/IB) = Estimated Contract Quantity of OB/IB Removal in M³ = 888.80 Lakh M³

ECQ (Lignite Delivered) = Estimated Contract Quantity of Lignite to be Delivered in MT = 222.50 Lakh Te

Monthly Actual Lignite Delivered = 3.50 Lakh Te

Cum. Actual Lignite Delivered = (3.00+3.10+3.50) = 9.60 Lakh Te

Monthly Actual OBR = 15.75 Lakh M³

Cum. Actual OBR = (11.00+12.00+15.75) = 38.75 Lakh M³

Constant = $\{(38.75/9.60) / (888.80/222.50)\} = 1.01$

Cum. Payment up to RA Bill No. 3 = 1.00 x 100 x 9.60 = Rs. 960.00 Lakh

Cum. Payment up to RA Bill No. 2 = 0.944 x 100 x 6.10 = Rs. 575.84 Lakh

Net amount payable for Monthly RA Bill No. 3 = (960.00 – 575.84) = Rs. 384.16 Lakh.

6.1.9 Rejection Criteria:

If any of the quality parameters of lignite on any single day are found as below, the whole quantity of lignite supplied on that day will be considered rejected and lignite landing cost as determined by GIPCL shall be payable for that day's lignite supply shall be deducted from the RA Bill. It is clarified that the lignite so rejected will be the property of GIPCL just like any other lignite mined, transported and delivered from Valia Mine to Power Plant.

1. Total Moisture (ARB): >55 %
2. Ash Content (ARB) : >10 %
3. GCV (ARB) : < 2500 kcal/ Kg

In case of any of the rejection criteria reported, a representative sample from the source of supply (in-situ lignite seam) will be collected by GIPCL. If analysis of this sample shows the inherent quality of the in-situ sample, so collected & analyzed, conforming to the rejection criteria as above, GIPCL may consider, at its sole discretion exemption, from invoking of rejection clause.

6.1.10 Adjustment to Remuneration:

1. For the Lignite which meets the specified quality criteria, no adjustments to the remuneration shall be applicable during the course of this Agreement.
2. The Ash Content (ARB), Total Moisture (ARB) and GCV (ARB) of Lignite would be checked and compared with the specified values as per **Clause No. 5.2.2.11** of Part II/Mining/Scope of Work. Adjustment of the Turnkey Lignite Mining Rate would be carried out for variation in weighted average quality parameters as compared to the guaranteed parameter values as per the following adjustment formula.
 - a. **Ash Content (ARB):** On sampling and analysis of Lignite, if the weighted average Ash content (ARB) in the Lignite supplied during

the month exceeds 7.00%, then for every increase in ash content by 1% on prorated basis, the weight of the Lignite supplied shall be reduced by 1%. No bonus for ash content (ARB) below 7.00% shall be paid by GIPCL to Successful Bidder.

- b. **Total Moisture (ARB):** On sampling and analysis, if the weighted average Total moisture (ARB) in the Lignite supplied during the month exceeds 50.50%, the weight of Lignite supplied shall be reduced by the same percentage by which moisture content exceeds 50.50%. However, no bonus/ adjustment of weight shall be paid for the total moisture content (ARB) in Lignite is less than 50.50 %.
- c. **GCV (ARB):** On sampling and analysis, if the weighted average Gross Calorific Value (ARB) of the Lignite supplied during the month is below the specified value of 2710.00Kcal/Kg, the Remuneration shall be adjusted on the entire quantity of the Lignite supplied during the month as per the formula given below:

$$\text{Adjusted Rate per tonne} = (P \times Q) / 2710$$

Whereas:

P: Effective Turnkey Lignite Mining Rate per tonne for the month.

Q: Actual GCV value as the monthly weighted average (ARB) as per analysis and sampling at delivery point for the relevant month.

The calculation of variations in quality parameters set out for Total Moisture (ARB), Ash Content (ARB) & GCV (ARB) of Lignite shall be done on monthly basis and adjustments to **Remuneration** shall be applicable separately for the total quantity of Lignite supplied during the relevant month.

6.1.11 **Liquidated Damages (L.D):**

- 6.1.11.1 Failure on the part of the Contractor to produce lignite within stipulated period (After 60 (Sixty) days from the completion period of 30 (Thirty) days of mobilization period), or after completion of its extension if any, by GIPCL, necessitated by delay not caused by or attributable directly to GIPCL, contractor shall be liable to pay liquidated damages to GIPCL @ Rs. 2.00 Lakh (Rupees Two Lakh only) for each day of delay in commencement of commercial productions of Lignite. Payments of damages, aforesaid, shall be made monthly by the Contractor failing which the same shall be recovered from Security Deposit Bank Guarantee. If the lignite production does not commence within one month from the expiry date of schedule time of (including its extension if any, owing to delay on account of the Contractor and / or for reasons not attributable directly to GIPCL), GIPCL shall have the right to invoke the termination clause. The Contractor agrees that the liquidated damages mentioned herein are genuine pre-estimates of the damages that

may be caused to GIPCL in the events mentioned above and that payment of such liquidated damages by the Contractor shall be without prejudice to any other legal remedy that might be available to GIPCL under law.

6.1.11.2 Monsoon Preparation:

In case the Contractor fails to implement the monsoon plan as directed by GIPCL in Clause No. 5.2.2, GIPCL shall withhold 1% of each RA Bill amount until the work is completed. If the same is not completed within 3 (Three) months of the non-compliance, the work will be completed by GIPCL and LD will be levied at three times the actual cost incurred as determined by the Mine Manager and the LD will be recovered from the amount withheld in last three RA Bills and balanced amount will be released.

6.1.11.3 Mine Design Parameters:

In case the Contractor fails to adhere to the mine design parameters specified as per Clause No. 5.2.3, GIPCL may levy penalty, as below:

Penalty will be $0.50 \times \text{Turnkey Lignite Mining Rate for the month} \times \text{Excess lignite recovered/ exposed on account of change in the mine design parameters}$.

6.1.11.4 Dewatering & Pumping:

In case the Contractor fails to provide/ maintain pumping/ dewatering from the Mine as specified in Clause No. 5.2.2, GIPCL shall withhold 1% of each RA Bill amount until the work is completed. If the same is not completed within 3 (Three) months of the non-compliance, the work will be completed by GIPCL and LD will be levied at three times the actual cost incurred as determined by the Mine Manager and the LD will be recovered from the amount withheld in last three RA Bills and balanced amount will be released.

6.1.11.5 Mine Lighting:

In case the Contractor fails to provide/ maintain Lighting as specified in Clause No. 5.2.2, GIPCL shall withhold 2% of each RA Bill amount until the work is completed. If the same is not completed within 3 (Three) months of the non-compliance, the work will be completed by GIPCL and LD will be levied at three times the actual cost incurred as determined by the Mine Manager and the LD will be recovered from the amount withheld in last three RA Bills and balanced amount will be released.

6.1.11.6 Statutory Amenities:

In case the Contractor fails to provide/ maintain Statutory Amenities as specified in Clause No. 8.5.5, GIPCL shall withhold 1% of each RA Bill amount until the work is completed. If the same is not completed within 3 (Three) months of the non-compliance, the work will be completed by GIPCL and LD will be levied at three times the actual cost incurred as determined by the Mine Manager and the LD will be recovered from the amount withheld in last three RA Bills and balanced amount will be released.

6.1.11.7 Dust Suppression:

In case the Contractor fails in the arrangements for sprinkling of adequate quantity of water for dust suppression as specified in Clause No. 8.5.6, GIPCL shall deduct LD of an amount equivalent to three times the cost of providing

such dust suppression arrangements.

6.1.11.8 Lignite Rehandling:

If the contractor fails to start the re-handling within one hour, up to the desired full rated capacity as specified in Clause No. 5.2.2 of the tender document, as per the instruction of GIPCL Officials, Contractor shall be liable to pay liquidated damages to GIPCL @ Rs. 10000.00 (Rupees Ten Thousand only) for each day.

6.1.11.9 Penaly for Stones in Lignite:

GIPCL shall deduct penalty of an amount equivalent to 3 (three) times of the turnkey Lignite Mining Rate of the respective month for the equivalent weight of the large size stones accumulated during feeding at Apron Feeder/ Vastan Feeder Breaker. In case of lignite being received from multiple sources, this penalty will be levied on prorated basis.

6.1.11.10 Liquidated Damages on Shortfall Lignite Quantity on Monthly Basis:

1. The obligation to strictly comply with the specified monthly quantity indicated by the GIPCL's office is fundamental requirement and obligation of the Contractor.
2. In case of any shortfall for meeting the minimum requirement on monthly target basis for the delivery of sized Lignite (-250 mm size), the liquidated damages shall be applied as indicated below :-
 1. Up to 5% Shortfall of monthly target – Nil
 2. More than 5% and up to 10% Shortfall of monthly target- **10% of turnkey lignite mining rate on shortfall lignite quantity on monthly basis**
 3. More than 10% and up to 20% Shortfall of monthly target - **20% of the turnkey lignite mining rate on shortfall lignite quantity on monthly basis**
 4. More than 20% Shortfall of monthly target - **30% of the turnkey lignite mining rate on shortfall lignite quantity on monthly basis.**

GIPCL reserves the right to terminate the contract and get the balance work completed at the cost, risk and consequences of the Contractor if cumulative short fall is found more than 25% for three consecutive months/ RA bill period.

GIPCL reserves the right to reduce the monthly target within 7 (Seven) days notice. The remuneration means the value of the delivered lignite quantity at SLPP Power Plant.

6.1.11.11 Liquidated Damages on Shortfall in OB/IB rehandling Quantity on Monthly Basis:

1. The obligation to strictly comply with the specified monthly OB/IB rehandling quantity indicated by the GIPCL's office is fundamental requirement and obligation of the Contractor.
2. In case of any shortfall for meeting the minimum requirement on monthly target basis in the OB/IB rehandling Quantity, the liquidated damages shall

be applied as indicated below :-

- a. Up to 5% Shortfall of monthly target – **Nil**
- b. More than 5% and up to 10% Shortfall of monthly target- **10% of the rate of OB/IB Re-Handling of the External Dump on shortfall OB/IB rehandling quantity on monthly basis.**
- c. More than 10% and up to 20% Shortfall of monthly target - **20% of the rate of OB/IB Re-Handling of the External Dump on shortfall OB/IB rehandling quantity on monthly basis.**
- d. More than 20% Shortfall of monthly target - **30% of the rate of OB/IB Re-Handling of the External Dump on shortfall OB/IB rehandling quantity on monthly basis.**

GIPCL reserves the right to reduce the monthly target within 7 (Seven) days notice.

6.2 **Procedure for Measurement/ Billing of Work in- Progress:**

6.2.1 As mentioned under Clause No. 5.2.12, before commencement of excavation, spot levels shall be taken at 10 meters grid interval jointly by total station and these levels shall be used for drawing original ground profile while calculating volume of overburden and lignite removal by Datamine software/ AutoCAD.

6.2.2 **For Turnkey Lignite Mining work of over burden / inter burden removal, Raising, Producing and Transportation of sized Lignite (- (minus) 250 mm size) (Work No. 1):**

- a) Measurements of OB / IB removal work shall be made using Total Survey Stations/ 3D Laser Scanner. The field readings shall be directly transferred to computer software for computation of volumes and preparation of plans and sections. Datamine or any other suitable software shall be used for this purpose. **It is clarified that this measurement is for determination of Stripping Ratio purpose only and for monitoring the desired mine design Parameters. However Contractor has to maintain mine design Parameters as per the Clause No. 5.2.3.**

An authorized representative of the Contractor shall remain present at the time of field measurement and computation work and will also certify the same. The measurement and the computations provided by the Management shall be final and binding to the Bidder.

- b) Raising & Sizing of Lignite (- 250 mm size): - Initial (Tare) and final (Gross) weights of all lignite dumpers shall be taken and recorded by computer with appropriate dedicated software at GIPCL weighbridges. The net weight of Lignite carried by these dumpers shall be computed through the software and based on such computer reports, monthly Lignite tonnages delivered shall be worked out and paid to the Contractor. The payment of the Turnkey Lignite Mining Rate shall be based on the tonnage of Lignite delivered only.

The Contractor will be allowed to depute his representative at the weighbridges for recording, verification and certification of the weight of Lignite delivered in dumpers. The measurement and the computation provided by GIPCL shall be final and binding to the Bidder. An authorized representative of the Contractor shall remain present at the time of field measurement and computation work and will also certify the same. The measurement and the computations provided by the Management shall be final and binding to the Bidder.

- c) Transportation of sized Lignite (- 250 mm size) from Valia Lignite SLPP Power Plant as shown in Lignite Transport Plan (Annexure No. 3): - Detailed measurement Sheets for transportation, weighbridge records showing total tonnages for transportation of sized Lignite duly certified by the concerned Engineer at Mines/ Power stations Sites separately.
- d) Weighment of the Lignite shall be done at both the weighbridges i.e. Valia Lignite Mine's as well as near to **SLPP Power Plant as shown in Lignite Transport Plan (Annexure No. 3)** or any other weighbridge at plant side. The contractor shall be paid only on the basis of lignite mined of specific quality, loaded into the tipper and weighed on the Valia Lignite Mine's weighbridge, transported & unloaded etc. at **SLPP Power Plant as shown in Surface Plan (Annexure No. 2 and 2/A) and Lignite Transport Plan (Annexure No. 3)** after weighment again at weighbridge near SLPP Power Plant or any other weighbridge at plant side. Weighment of lignite as recorded at the SLPP Power Plant weighbridge or any other weighbridge at plant side shall be considered and treated as final for the purpose of this contract. In case any of the weighbridges near designated lignite delivery point is not in working condition for whatsoever reason, then the Contractor agrees and undertakes to get the weighment done at any of the weighbridge as directed by GIPCL. The Contractor shall not raise any dispute including claim for any extra cost regarding the said authorization of any such weighbridge on this account by GIPCL.
- e) The difference in weighment between two weighbridges (Valia Lignite Mine's and near to SLPP Power Plant or any other weighbridge at plant side) shall be treated as transit loss. Transit shortage for the transfer of the sized lignite from Valia Lignite Mine to delivery point shall not be more than **0.1%** of the lignite transported during the month (to be computed from the date of award of contract). Excess transit loss if any, shall be reconciled and recovered from the Contractor on monthly basis for which three times the Lignite landing Cost per tonne shall be considered. The monthly reconciliation of the lignite transportation quantity shall be done by GIPCL.
- f) GIPCL reserves the right to associate third party for carrying out initial, annual and final excavation survey at regular intervals. GIPCL will have sole discretion to appoint third party agency like the Geological Survey of India, Indian Bureau of Mines etc. and the Contractor will be bound by such survey/s.

6.2.3 OB/IB Re-Handling Work (Work No. 2): - Measurements for Re-handling of Overburden lying in the external OB dumps and re-spreading of the top-soil shall be made by using Total Survey Stations/ 3D Laser Scanner. The field readings shall be directly transferred to computer software for computation of volumes and preparation of plans and sections. Datamine or any other suitable software shall be used for this purpose. An authorized representative of the Contractor shall remain present at the time of field measurement and computation work and will also certify the same. The measurement and the computations provided by the Management shall be final and binding to the Bidder.

6.2.4 Lignite Re-handling Quantity (Work No. 3): - Measurements of **Lignite Re-handling Quantity** work shall be made using Total Survey Stations/ 3D Laser Scanner. The field readings shall be directly transferred to computer software for computation of volumes and preparation of plans and sections. Datamine or any other suitable software shall be used for this purpose. An authorized representative of the Contractor shall remain present at the time of field measurement and computation work and will also certify the same. The measurement and the computations provided by the Management shall be final and binding to the Bidder.

6.3 Billing and Payment:

For obtaining running account payment, the Contractor will submit bill for the work done in a calendar month as per the methodology given in Clause No. 6.1 and Clause No. 6.2. The monthly bill should be submitted along with following details:

- 1) Date wise Weighment statement duly certified by Engineer, showing the tonnage of Lignite delivered at SLPP Power Plant with summary sheet showing total tonnage of Lignite delivered during the R.A Bill period.
- 2) Detailed measurement & computation sheets, plan and cross sections indicating the ground levels and the working levels duly certified by the Surveyor for the OB/IB work/ lignite work carried under.
- 3) Detailed measurement & computation sheets, plan and cross sections indicating the ground levels and the working levels duly certified by the Surveyor for the OB/IB Re-Handling work carried under.
- 4) Detailed measurement & computation sheets, plan and cross sections indicating the ground levels and the working levels duly certified by the Surveyor for the Lignite Re-Handling work carried under.
- 5) Copy of wage payment sheet of the previous month to employees actually employed by the Contractor at the mines;
- 6) Documentary evidence of the P.F. amount deducted from the monthly salary of the employees of the Contractor actually employed at mines for execution of the contract and submission of this amount along with Contractor's contribution to the P.F. Commissioner, for the previous month.
- 7) Documentary evidence of the GST deposited of the previous month.

The GIPCL shall verify the bills & quantity of lignite delivered, to SLPP Power Plant during the month and the admissible amount of the bill of the Contractor, will be paid after making necessary deductions:

- 1) Income Tax (TDS) as per the provisions of the Income Tax Act in force,
- 2) 5% of the gross amount of R.A. Bill starting from 1st R.A. Bill as retention money against performance security deposit (till 5% of the estimated value of average annual quantity of Lignite raising and transportation @ 3.18 MTe, Re-handling of the External Dump @ 4.86 MCuM and Stacking, Compacting, Blending and Re-Handling of Lignite/ Coal/ Blended Fuel from Stockyards @ 20.00 Lakh CuM of contract shall be achieved),
- 3) Amount of LD levied, if any.
- 4) Amount of adjustment to remuneration rate, if any, other statutory deductions
- 5) Amount of electricity Bill,
- 6) Cost of other material / services provided.
- 7) Recovery against any damages recoverable under the provisions of this tender.

The running bill shall be signed by the Contractor's authorized representative, Production in charge and GIPCL. The bill so prepared and certified will be submitted for payment to the office of the Chief General Manager (Mines). Date of such submission of bill will be 5th day after completion of the month / period, or the actual date of submission, whichever is later, will be taken into account for considering due date of payment. The payment of the certified amount of the Running bills including the payment during development period of 5 months or extended period if any shall be due on 15th day of calendar month or after 10 days of receipt of the certified Bill, whichever is later.

However, if the Contractor desires in writing and if GIPCL's financial status permits, the payment of RA Bills can be made earlier, subject to the condition that the Contractor will pass on a rebate @ 2% per month on pro-rata basis for actual early payment days.

6.4 Running Account Payments to be Regarded as Advance:

All running account payment (progressive payment) shall be regarded as payments by way of advance against the final payment only and not as payments for work/s actually done and completed, and shall preclude the requiring of bad, unsound, defective, unscientific, imperfect or unskilled work to be removed and taken away and reconstructed, re-erected or be considered as an admission of the due performance of the contract, or any part thereof, in this respect, or of the accruing of any claim by the Contractor, nor shall it conclude, determine or affect in any way the rights/ powers of GIPCL unless these conditions or any of them as to the final settlement and adjustments of the accounts or otherwise. The final bill shall be submitted by the Contractor within one month from the date of physical completion of the work; otherwise the GIPCL's certificate of the measurement and the total

amount payable for the work accordingly shall be final and binding on the Contractor.

6.5 Receipt of Payment:

Receipt for payment made must be signed by a person duly authorized holding power of attorney in this respect on behalf of the Contractor. A person so authorized shall be in exclusive employment of the Contractor and he will not work or engage himself in any other profession for gain or profit other than the Contractor's employment. When the Contractor's are described in their bid as a limited company, in which case the receipts must be signed in the name of the company by one of its principal officers or by some other persons having been authorized to give effectual receipt of the company. The payment so made to the authorized person shall deem to be the payment to the Contractor & no claim whatsoever in this regard will be admissible.

6.6 Provident Fund:

- 1) The Contractor shall be wholly responsible for complying with the fulfillments of the provisions of the Employees Provident Fund and Miscellaneous provisions Act, 1952 including subsequent amendments & notifications, in respect of the employees engaged for the work.
- 2) The Contractor shall have to get himself registered with the Regional Provident Fund Commissioner (RPFC) under the Employees Provident Fund and Miscellaneous Provisions Act, 1952. Contractor is required to submit the copy of the PF Registration Number received from RPFC office before starting the work, failing which the contract is liable to be terminated.
- 3) However, each running account bill must be submitted along with the name of the labour/employee deployed for the work, salaries paid to them, amount of PF deducted from salaries of the labour/employees and employer's contribution, amount deposited in RPFC office against each labour name and copy of the challan for the amount deposited in RPFC office till previous month, failing which no payment will be made for Running Account bill submitted by the Contractor to the GIPCL. Alternatively, if the intimation of remittance of PF dues is not received by GIPCL every month then the GIPCL shall be authorized to deduct a lump sum amount @ 13.61% of the wages bill amount on account of PF, which shall either be refunded to the Contractor on its furnishing proof that Contractor has deposited the required amount of PF along with the employer 's contribution or shall be retained by GIPCL for payment to the Provident Fund commissioner on its demand, as and when made, under intimation to the Contractor.

6.7 Withholding Payments to Contractor & Company's Lien on Moneys due to the Contractor:

- 6.7.1** Progressive payments at any time may be withheld or reduced, if, in the opinion of GIPCL, the Contractor is not diligently and efficiently endeavoring to comply with the terms of the contract or if the Contractor fails to pay his labour, for material and other bills as they become due. GIPCL shall in no way be liable for any loss or damage etc due withholding of such payments.

6.7.2 GIPCL shall have lien on all amounts that may become due and payable to the Contractor under this or any other contract or transaction of any nature whatsoever between GIPCL and the Contractor and the security deposit, bank guarantee etc. furnished by him/it under the contract for or in respect of any debit or sum that may become due and payable to GIPCL by the Contractor either alone or jointly with any other or others either under this or any other contract or transaction of any nature whatsoever between GIPCL and the Contractor, unless the Contractor pays and clears the claim in full immediately on demand in cash to GIPCL.

6.8 Application for Completion Certificate:

- 1) When the contractor fulfills all its obligations under the contract to the satisfaction of GIPCL and subject to terms and conditions of the contract, it shall be eligible to apply for completion certificate. The GIPCL shall formally issue completion certificate within thirty (30) days on receiving application from the contractor, after verifying from the completion documents including measurement record etc. and satisfying himself that the work has been completed in accordance with all the provisions of this contract and as set out in the drawings / map/ specifications etc. and instructions issued to the contractor by GIPCL and the DGMS from time to time.
- 2) The contractor, after obtaining the completion certificate, is eligible to present the final bill for the works executed by him/it under the contract. The final bill shall be submitted by the contractor within 3 months from the date of physical completion of the work, otherwise, the GIPCL's certificate of the measurement and of total amount payable for the work accordingly shall be final and binding on the contractor.

6.9 Completion Certificate:

Within one month of the completion of the work in all respects as defined in the contract document, the Contractor shall be required to obtain from the GIPCL such completion certificates as to the clearing of the areas of all rubbish, dirt, rock overburden materials, structures etc.

- 1) If the Contractor fail to comply with the requirement of this Clause No. 6.9 or before the date fixed for the completion of the work, the GIPCL may at the expenses of the Contractor remove such rock (overburden) surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid and the Contractor shall forthwith pay the amount of all such expenses so incurred and shall have no claim in respect of any such rock (overburden) or surplus materials as aforesaid except for any sum actually realized by the sale thereof.
- 2) For the purpose of Clause No. 6.9, the following documents are required by GIPCL subject to the conditions that the GIPCL for his satisfaction, may ask for any other document for this purpose.
 - a. The technical documents according to which the work was carried out.
 - b. Three sets of calculation sheets (back up papers) thereof.

- c. Certificate of final levels and slopes.
- d. Certificate of the annual quantity of lignite raised and delivered at power plant.
- e. A certificate to the effect that no outstanding claims/payments are due to the persons employed by the Contractor or his Sub-contractor, if permitted by Company including the statutory payments, which have fallen due.
- f. A no claim, no dues certificate.
- g. Proof of depositing P.F.
- h. Indemnity Bond.

6.10 Final Payment and Release:

Immediately on completion of the work, the Contractor shall submit his final bill indicating the gross and net amount payable. On receipt of this, GIPCL shall verify the same, determining the total value of the work done of the contract and after adjusting all the sums already paid to him/it and/due to GIPCL on any account and such further sums as GIPCL is already authorized or required to reserve or retain as per the terms of the contract or otherwise, make over to the contract as his/its final payment.

6.10.1 All prior certificates, quantities, claims etc. upon which running account payments may have been made, shall be subject to adjustment in the subsequent/ final bill, Final Certificate/ payment.

6.10.2 GIPCL shall not be liable to pay any money to the Contractor, except as specifically provided for in the contract. Acceptance by the Contractor of the final payment as aforesaid shall operate as estoppels and shall be, a release to GIPCL from all claims and liability to the Contractor in respect of anything done or furnished by the Contractor for or in relation to the work, or in respect of any act GIPCL or any other person relating to or effecting the work.

6.10.3 Final payment including the security deposit, if any, will be released to the Contractor after issuance of Final Certificate.

6.11 Final Certificate:

Upon expiry of the period of liability and subject to the GIPCL being satisfied with the work or works having been duly performed by the Contractor and the Contractor having fulfilled all his obligations under the contract, Chief General Manager (Mines) shall give a certificate hereinafter referred to as the 'Final Certificate' and the Contractor shall not be considered to have fulfilled all of his obligations under the contract until Final Certificate shall have been given by the GIPCL. The issuance of Final Certificate would mean closure of contract and no claim, of whatsoever nature, of either party shall be tenable.

SECTION- VII

Suspension, Subletting, Termination, Force-Majeure & Dispute Resolution

7.1 Sub-Letting of Work:

The whole of the work included in the contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or sublet the contract or any part thereof or interest therein without prior written consent of GIPCL. Doing so, shall render the contract liable to be terminated at the risk, cost and consequences of the Contractor. Even if the permission to sublet part of work is allowed by company, it shall not absolve the Contractor from his contractual obligations and liabilities.

7.2 Power of Entry:

If the Contractor shall not commence the work as specified herein or achieve the scheduled progress as per the contract or if he shall at any time, in the opinion of the GIPCL:

- 1) Fail to carry on the contract works in conformity with the contract terms and conditions; or
- 2) Fail to carry on the works in accordance with the contract schedule; or
- 3) Suspend the work or the works without prior written permission of the GIPCL; or
- 4) Fail to deploy or procure sufficient equipment, manpower, materials and other store items; or
- 5) Commit breach of contract or act in a manner which is against the commercial interest of GIPCL.
- 6) If the Contractor abandons the works; or
- 7) If the Contractor during the continuance of the contract shall become bankrupt, make such arrangements with his/its creditors or compromises or go into liquidation / dissolution, whether compulsory or voluntary (not being merely voluntary liquidation for the purpose of amalgamation or reconstruction, then in any of above mentioned circumstances, GIPCL shall have the power to enter upon the works and take possession thereof and of the materials, equipment, tools and stock etc. thereon and to complete the incomplete / leftover works by other Contractor or workmen, or to re-let the same upon any terms and to such other person/ firm/company at the risk & cost of Contractor, as GIPCL in its absolute discretion may think it proper.

As a consequence of it, GIPCL shall be authorized to use any materials, temporary works, equipment, tools, and stock etc. as aforesaid without making payment or allowance to the Contractor for the said use of materials & other such facilities. In case of any deficiency, it shall forthwith be made good and paid to GIPCL by the Contractor and GIPCL shall have power to sell in such manner and for such price as it may think fit all or any of the equipment, tools, materials etc. constructed by or belonging to and to recoup and retain the said deficiency of any part thereof out of the proceeds of the sale.

7.3 Power to Order Suspension of Work:

GIPCL can, in writing and without prejudice to the provisions of contract direct the Contractor to suspend the entire work or any part thereof. After such directions, the Contractor shall not proceed with any work or part thereof. In such circumstances, GIPCL may under the provision of the contract extend the time for completion of work or part thereof by such period, as it may think reasonable. The decision shall be final and binding on the Contractor. The Contractor shall not be entitled for any extra payment as compensation in case of such suspension of the work.

7.4 Termination:

Contract shall be liable to be terminated on default or failure by the Contractor of any of the obligations of the Contractor under the contract, including but not limited to :

- 7.4.1** Failure to start the work within 30 (Thirty) days of handing over the job Site to the Bidder.
- 7.4.2** Failure on the part of the Contractor to produce lignite within stipulated period. Failure in erection and commissioning of appropriate capacity of feeder breaker or Mobile feeder breaker or any other suitable system, 120 days from the date of issue of agreement.
- 7.4.3** Management reserves the right to terminate the contract and/ or get the balance work completed at the risk and cost of the Contractor if Cumulative shortfall from target is more than 25% during three consecutive months / RA bill periods.
- 7.4.4** Failure to provide at each job Site sufficient equipment, labour, material, machinery temporary works and /or facilities required for the proper execution of the work or any part thereof.
- 7.4.5** Failure to execute the works or any of them in accordance with the contract, which will also include refusal or failure to supply equipment on demand for essential development and/or other ancillary works or works related to removal of dangers for safety of men and machines in the mine.
- 7.4.6** Disobedience of any order or instruction of the GIPCL and or GIPCL's representative and consultants.
- 7.4.7** Negligence in carrying out the works and not following GIPCL's instructions for execution of work or carrying out any work found to be unsatisfactory by GIPCL.
- 7.4.8** Abandonment of the works or any part thereof.
- 7.4.9** Substantial suspension of the works or any part thereof for a period of 07 (Seven) days or more without the prior written permission of GIPCL.
- 7.4.10** Breach of any of the terms, conditions or provisions of the contract on the part of Contractor.
- 7.4.11** Failure to deposit the initial performance security within 15 (Fifteen) days of receipt of Letter of Intent / Work Order.
- 7.4.12** Failure to execute the works or any of them in accordance with the provisions of Mines Act, 1952 and CMR 2017, Mines Rules 1955, IER 1956, etc.
- 7.4.13** Continued violation of safety norms and of Acts and Laws applicable to the works.

- 7.4.14** If the Contractor is incapable of carrying out the work and / or failure to achieve the laid down targets.
- 7.4.15** If the Contractor misconducts himself in any manner;
- 7.4.16** If there is any change in the constitution of the Contractor, or in the circumstances or organization of the Contractor, which is detrimental to the interests of GIPCL.
- 7.4.17** Dissolution of the Contractor (if a Firm) or commencement of liquidation or winding-up (whether voluntary or compulsory) of the Contractor (if a Company) or appointment of a receiver or GIPCL of any of the Contractor's assets and/or insolvency of the Contractor (if a proprietorship) or of any partner of the Contractor (if a firm);
- 7.4.18** Distress, execution or other legal process being levied on or upon any of the Contractor's goods and assets;
- 7.4.19** Death of Contractor (if an individual);
- 7.4.20** If upon any change in the partnership/constitution of a Contractor's organization (if a Partnership) and GIPCL refuses to continue the contract with the reconstituted firm;
- 7.4.21** If the Contractor or any person employed by him shall make or offer for any purpose connected with the contract any gift, gratuity, royalty, commission, gratification or other inducement (whether money or in any other form) to any employee or agent of GIPCL;
- 7.4.22** If the Contractor shall assign or attempt to assign his interest or any part thereof in the contract without GIPCL's prior consent in writing.
- 7.5** The decision of the Managing Director of GIPCL, as to whether any of the events/contingencies mentioned in Clause No. 7.4 of SECTION-VII hereof entitling GIPCL to terminate the Contract, has occurred or not, shall be final and binding upon the Contractor.
- 7.6** The 45 (Forty Five) days advance notice of termination, in writing shall set forth in addition to a statement of the reason or reasons for terminating of the contract, the time(s) and place(s) for conducting a survey and measurement of the work performed under the contract up to the date of termination for the purpose of determining the final amount(s) if due to the Contractor therefore. The reason (s) for the termination stated in notice of termination shall be final and binding upon the Contractor Bidder without any reservation or demur whatsoever.
- 7.7** Within 7 (Seven) days of completion of the measurements, the contractor shall clear the job Site of all equipment, machinery and labour and shall demolish, dismantle and remove all Bidder's Site office and vacate the quarter and other temporary work; structures and construction and things whatsoever brought upon or erected at the job Site or on any land allotted to the contractor by GIPCL and not incorporated in the payment works and shall remove all the rubbish from the job Site and the land allotted to Bidder and shall clear, level and dress the job Site and said land to the satisfaction of the GIPCL /GIPCL's representative and shall put GIPCL in the undisputed custody and possession of the job Site and all any land allotted by GIPCL to the contractor.

7.8 The Contractor, with whom the contract has been terminated under Clause No. 7.4 above, shall be liable to pay liquidated damages which shall be an aggregate of the following:

The costs, expenses or any other payment made by GIPCL to arrange for an alternative Contractor (either by way of a competitive bid or otherwise); All costs, expenses, penalties, fees or any other payment made by GIPCL to any other third party which is arising out of such termination of the contract with the Contractor; or any other fees, contractual payments, or liability or loss arising out of or as a result of such termination. (for the avoidance of doubt, Clause No. 7.4 above shall not be interpreted ejusdem generes)

7.9 In the event of GIPCL proceeding in the manner herein above prescribed:

7.9.1 The whole of the Security Deposit furnished by the Contractor or retained by GIPCL shall stand forfeited unless specified by GIPCL in writing, without prejudice to the right of GIPCL to recover from the Contractor, the excess cost referred to aforesaid.

7.9.2 The money that may have become due to the Contractor on account of work executed by him/its already shall not be payable to him/its until after the expiry of three calendar months reckoned from the date of determination of contract or from the taking over of the work or part thereof by GIPCL as the case may be during which period the responsibility for faulty workmanship in respect of such work shall, under the contract rest exclusively with the Contractor and shall be subject to deduction of all amounts due from GIPCL to the Contractor, whether under the terms of the contract or otherwise, authorized or required to be recovered or retained by GIPCL.

7.10 Termination of the contract as aforesaid shall not prejudice or affect the rights of GIPCL which may have accrued up to the date of such termination.

7.11 **Waiver-Contractor remains liable to Pay Compensation:**

In case any of the powers conferred upon GIPCL shall have become exercisable and the same have not been exercised, the no exercise thereof shall not constitute a waiver of any of the conditions and such powers shall be exercisable in the event of any further case or fault by the Contractor, the Contractor shall be liable to pay compensation amount and the liability of the Contractor for past and future compensation shall remain unaffected.

7.12 **Force Majeure:**

Force Majeure is herein defined as any cause which is beyond the reasonable control of either party as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance of the contract, such as natural phenomena, including but not limited to floods, draughts, earthquakes, epidemics, acts of any Government, domestic or foreign, including but not limited to war declared or undeclared, priorities, quarantines, embargoes etc.

1. Either party shall within 07 (Seven) days from the occurrence of such force majeure event, notify the other party in writing of such event.

2. In the event of delay in intimation of occurrence of force majeure event, lasting over 07 (Seven) days, the Contract may be terminated at the sole

discretion of GIPCL.

3. For delay arising out of force majeure, the Contractor will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of force majeure and neither GIPCL nor the Contractor shall be liable to pay extra cost (like increase in rates, re-mobilization, advance, idle charges for labour and machineries etc.) Provided it is mutually established that the force majeure conditions did actually exist.
4. The Contractor shall, immediately after the effect of force majeure event is over, intimate to GIPCL in writing and also specify the time period within which normal work shall be resumed by him. With the objective to minimize the loss due to such event the Contractor shall make all reasonable attempts to ensure that the supply of required quantity of lignite to Power Plant is resumed as per the Contract within shortest possible time. Such period shall be ascertained by the Contractor in consultation with GIPCL and the Contractor agrees and undertakes that the decision of GIPCL in this regard shall be final and binding to him.

7.13 Indemnity:

7.13.1 The Contractor shall at all times, indemnify and keep indemnified GIPCL from any and all liability for damages resulting from or arising out of or in any way connected with the operation covered by the contract. The Contractor shall be responsible for all risk arising in connection with or on account of the operations covered by the contract and he shall make good all losses and damages arising there from. In case GIPCL shall incur any cost or expenses or suffer any loss on account of any claim demand or course of action brought against them and arising out of the operations covered by the contract, GIPCL shall be entitled to recover such cost expenses or loss etc. from the Contractor, GIPCL shall have the power (without being bound to do so) to defend, contest or compromise any such claim, demand or cause of action. Any amount that may become payable by GIPCL and any cost, expense etc that may be incurred by GIPCL in this behalf, shall also be recoverable from the Contractor.

7.13.2 All sums payable by way of compensation/s under any of these conditions shall be considered as reasonable compensation to be applied to the use of GIPCL without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained

7.13.3 Contractor shall also keep indemnified GIPCL against all claims of its staff under Industrial Disputes Act, Payment of Wages Act, and Mines Act and other Acts/Rules applicable on the awarded work to the Contractor.

7.13.4 The Contractor shall indemnify GIPCL against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation or use on the works of any such articles/ processes or materials, other municipal or local board charges, fees, cess, if levied on materials, equipment or machinery to be brought to Site for use on work & the same shall be borne by the Contractor.

7.14 Jurisdiction:

The contract shall in all respects to be and shall be construed as an Indian contract and in conformity with the Indian laws, and shall be subject to the exclusive jurisdiction of the courts at Vadodara in the State of Gujarat.

7.15 Dispute Resolution:

7.15.1 Amicable Settlement:

- a) In the event of any dispute or claim of any kind whatsoever that may arise between the Parties as a result of construction, interpretation or application of any of the terms and conditions of this Agreement or performance of it, either Party may by written notice inform the other Party of such dispute ("Dispute Notice").
- b) The Parties shall within a period of 30 days from the date of receipt of Dispute Notice by such other Party meet and endeavour to settle such dispute in an amicable manner through good faith discussions.

7.15.2 Adjudicator:

- a) If the Parties fail to resolve such a dispute or difference by good faith discussions, then the dispute shall be referred in writing by either Party to the Adjudicator, with a copy to the other party.
- b) The Adjudicator shall be a retired judge of High Court / Supreme Court of India as may be appointed by the Chairman & Managing Director of GIPCL. The Adjudicator shall give its decision in writing to both Parties within twenty eight (28) days of a dispute being referred to it. If the Adjudicator has done so and no notice of intention to commence arbitration has been given by either GIPCL or the Contractor within fifty six (56) days of such reference, the decision shall become final and binding upon the GIPCL and the Contractor. Any decision that has become final and binding shall be implemented by the Parties forthwith.
- c) Should the Adjudicator resign or die, or should the GIPCL and the Contractor agree that the Adjudicator is not fulfilling its functions in accordance with the provisions of the Agreement, another retired judge of High Court / Supreme Court of India shall be jointly appointed by the GIPCL and the Contractor as Adjudicator. Failing agreement between the two within twenty eight (28) days, a retired judge of High Court / Supreme Court of India shall be appointed as Adjudicator, at the request of either Party, by the Chairman & Managing Director of GIPCL. The Adjudicator shall be paid fees and reasonable expenses incurred in the execution of its duties as Adjudicator under the Agreement. These costs shall be divided equally between the GIPCL and the Mine Operator.

7.16 Arbitration:

Since the Contractor has agreed and accepted the contract with the knowledge and clear understanding that in the event GIPCL requires substantially less quantity of lignite or does not require lignite at all from Valia Lignite Mine on account of any reason beyond its control due to major reduction or cessation of generation of electricity by its Power Plant, then GIPCL is entitled to reduce the quantity of lignite required including bring an end to the contract by giving reasonable notice of 45 (Forty Five) days in advance, in writing, for which the decision of GIPCL shall be final and binding

on the Contractor and that the Contractor agrees and undertakes not to consider this as a ground of dispute referable to the arbitration.

In the event of any dispute or difference of opinion at any time arising between the parties relating to the construction, meaning or effect of this contract or any other clause or contents or other matters specified herein or with reference to anything arising out of or incidental to this contract or otherwise in relation to the terms, whether during the continuance of this contract or thereafter, such disputes or differences shall be endeavored to be resolved by mutual negotiations. If, however, such negotiations are infructuous, they shall be decided by the arbitration of two Arbitrators, one to be appointed by each party to the dispute or difference and to an Umpire to be appointed by the Arbitrators in writing before taking themselves the burden of arbitration

Such a reference shall be deemed to be a submission to arbitration under the Indian Arbitration Act, 1996 and or any modification or re-enactment thereof. The venue of arbitration shall be Vadodara, Gujarat State only and subject to the above, the Civil Courts at Vadodara, Gujarat only shall have exclusive jurisdiction in this regard. The language of the Arbitration shall be English only. The expenses of the arbitration shall be paid as may be determined by the Arbitrators.



SECTION- VIII

General Conditions of the Contract

- 8.1 Company not liable to Pay Compensation:**
The Contractor agrees and undertakes that he shall have no claim against GIPCL for any business loss, idle charges, compensation upon failure, delay, omission etc. on the part of GIPCL for variation in the quantity of lignite to be supplied to the Power Plant under the Contract, for any reason beyond reasonable control of GIPCL. GIPCL's decision in the matter shall be final and binding on the Contractor.
- 8.2 No Claim if Work is Abandoned or Postponed:**
The Contractor agrees and undertakes that he shall have no claim, whatsoever against GIPCL if the total work or any part thereof covered by the contract is postponed to any later date and/or withdrawn in part or total after giving a reasonable notice of 45 (Fort five) days in writing, for any reason beyond the reasonable control of GIPCL. GIPCL's decision in this regard shall be final and binding on the Contractor.
- 8.3 No Compensation for Alteration in or Restriction of Work :**
If at any time after the commencement of the work, GIPCL for any unavoidable reason, is required not to do the whole work or part thereof as specified in the schedule of work to be carried out, the GIPCL shall give notice in writing of the fact to the Contractor, who shall have no claim to any payment or compensation whatsoever on any account or profit or compensation or advantage/s which he might have derived from the execution of the work in full or part, but which he did not derive in consequences of the work not having been carried out. The Contractor agrees and undertakes not to claim for compensation by reason of any alternations having been made in the original specifications, mine plan, drawings, designs parameters and instructions, by GIPCL, which shall result into change in volume or nature of the work as originally contemplated.
- 8.4 Protection of Work:**
- 8.4.1 Use of Completed Portions: The Contractor agrees and undertakes that he shall not object or refuse for any reason whatsoever,** whenever, in the opinion of GIPCL the completed part of work or any part thereof as may be required by GIPCL for its use, then GIPCL may take possession, thereof or use the work or such part thereof at any time.
- 8.4.2** All necessary repairs and renewals in the work or part thereof shall be at the expenses of the Contractor. The use of GIPCL of the work or part thereof as contemplated in this Clause shall in no case be construed as completion of the work of any part thereof. Such use shall neither relieve the Contractor of any of his obligations/ responsibilities under the contract, nor act as a waiver by GIPCL of the condition thereof. However, if in the opinion of GIPCL the use of the work or part thereof delays the completion of the remainder of the work, GIPCL may grant such extension of time as it may consider reasonable. The decision of GIPCL in the matter shall be final and binding on the Contractor.

The Contractor shall not be entitled to claim any cost, charge, expenses, fees, damages, compensation etc. on account of such use by GIPCL.

8.4.3 All the works shall be executed in strict conformity with the provisions of the contract documents and with such explanatory detailed drawings, maps, specifications and instructions as may be issued from time to time to the Contractor by the GIPCL whether mentioned in the contract or not. The Contractor shall be responsible for ensuring that works throughout are executed in most substantial, proper and workmanship like manner with the quality of material and workmanship as per the best practices prevailing in the industry, in strict conformity with the specifications, drawings, time schedule, sequence of operation etc. and to the entire satisfaction of the GIPCL. The work in the areas shall be done strictly in accordance with the provisions of applicable for the time being in force as amended during the period of the Contract, such as Mines Act 1952, Coal Mines Regulations 2017 and directives issued from time to time by the Directorate General of Mines Safety etc.

8.4.4 Co-Ordination and Inspection of Work:

- 1) The co-ordination and inspection of the day to day work under the contract shall be the responsibility of the GIPCL. The written instructions regarding any particular job will normally be passed on by the Manager or his authorized representative. A register shall be maintained by the Contractor in which the GIPCL after inspection shall write the instructions to be passed by the Manager and these will be countersigned immediately by the Contractor or his/its authorized representative by way of acknowledgement and its due observance in the performance of the work.
- 2) In order to provide for the complete and proper co-ordination of all phases of work during the Contract, the Contractor shall co-operate to the full extent with the other Contractor's and/ departmental work, working in the area, if any. The Contractor shall confer with GIPCL regarding details pertinent to phases of work which may affect the work to be performed under the contract and shall so schedule and carry out his work in such a manner as to avoid interference with the facilities and the work of other Contractor/s and/department, if any.

8.5 Other Conditions of Work:

8.5.1 Materials obtained from Dismantling:

If the Contractor in the course of execution of the work is required or called upon to dismantle any structure or part thereof, not belonging to the Contractor, the materials obtained as a result of such dismantling etc. will be considered as GIPCL's property and will have to be properly handled, stored and stacked by the Contractor as per the direction of the GIPCL.

8.5.2 Inspection of Works:

The GIPCL will have full power and authority to inspect the works at any time in progress and the Contractor shall extend to the GIPCL every facility and assistance, to carry out such inspections. The Contractor shall, at all time during the usual working hours and at all other times of which reasonable notice of the intention of the GIPCL or his representative to visit the works

shall have been given to the Contractor, whether himself be present to receive orders and instructions or have a responsible agent duly accredited in writing present for the purpose. Instructions issued/ given to the Contractor's agent shall have the same force as if they had been given to the Contractor himself.

8.5.3 Assistance to the GIPCL:

The Contractor agrees and undertakes to make available to the GIPCL free of cost all necessary instruments and assistance in checking of, setting out of works, and in the checking of any works made/done by the Contractor for the purpose of setting out and taking measurements of works.

8.5.4 Work through other Agencies:

Upon failure of the Contractor, which includes Sub-Contractor /s, if permitted by company, to comply with the instructions given in accordance with the provisions of this contract, GIPCL retains the right instead of assuming charge of entire work, to place additional labour force, tools, equipment and materials etc on such parts of the work, as GIPCL may deem fit/ decide / designate or also engage another Contractor to carry out the work at the cost, risk and consequences of the Contractor. In such cases, GIPCL shall deduct from the amount due or which otherwise might become due to the Contractor on any account whatsoever, all the costs of such work and materials, etc. plus eighteen per cent additional charge thereon to cover all administrative and supervision charges/ expenses and the Contractor agrees and undertake to be bound by such decision of GIPCL without any demur.

8.5.5 Statutory Amenities:

The Contractor agrees and undertakes to provide and maintain as per approved plans and drawings at the approved Sites for at least four Rest Shelters of at least 10Ft X 10Ft, First Aid Stations, Latrines and Urinal, as required under various statutory provisions within **three month after the date of agreement & shall maintain those properly.**

8.5.6 Dust Suppression:

The Contractor agrees and undertakes to have to make his own independent arrangements at his cost for sprinkling of adequate quantity of water in the mines and roads so as to suppress/arrest the dust from getting air borne, and its concentration at such places do not exceed the limits prescribed under the CMR 2017, or as stipulated by the MoEF/ other statutory bodies, and to the satisfaction of the GIPCL. Contractor shall have to maintain adequate number of water tankers as directed by the GIPCL for the purpose. Thus, the entire roads in the Valia ML area, Vastan feeder Breaker, Apron Feeder and Stockyards area at SLPP at would be sprinkled with water for dust suppression.

8.5.7 If the Contractor Dies:

Without prejudice to any of the rights or remedies under the contract, if any of the partners/Director (or the proprietor) of the Contractor dies, the death of any such persons shall not affect the rights of GIPCL. However, the legal heirs of the deceased person and remaining partners/Director (or of proprietor) shall continue to remain liable to GIPCL, except for the situation

provided in Clause No. 7.4.19.

8.5.8 Contractor's Office at Site:

The Contractor shall agree and undertake to provide and maintain an office at the Site and that it shall be open during working hours/ at all reasonable hours on working days of GIPCL to receive instructions, notices and/ or other communications etc, on its behalf from GIPCL.

8.6 Contractor's Subordinate Staff and their Conduct:

8.6.1 The Contractor agrees and undertakes to deploy sufficient number of manpower to carry out the work. The Contractor shall maintain and provide records of all his employees including drivers, khalasies etc. entering the mines, in the register as per the provisions of Mines Rules. These registers duly maintained and updated should be kept in the Site Office at the mines, so that the same is available for inspection by GIPCL/ any statutory authority at any time.

The Contractor, on or after award of the work, shall name and depute a person having sufficient experience in carrying out work of similar nature, to whom instructions and communications for work and equipment and material to be used may be given. It shall be open to GIPCL to enforce replacement of the personnel in the event of company find him incompetent at any time after the appointment has been made. Whenever in the opinion of the GIPCL additional sufficiently qualified supervisory staff is considered necessary, they shall be employed by the Contractor without additional financial burden as GIPCL. The Contractor shall ensure to the satisfaction of the GIPCL that Sub-Contractor's, if any, provide competent and efficient supervision, over the work entrusted to them.

8.6.2 Whenever any of the Contractor's agents, sub-agents, assistants, foreman or other employees shall in the opinion of the GIPCL be found to be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the GIPCL, it is undesirable for administrative or any other reason for such person or persons to be employed on the works, the Contractor, if so directed by the GIPCL, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be re-employed in connection with the works without the written permission of the GIPCL. Any person/s removed from the works shall be immediately replaced at the expenses of the Contractor by a qualified and competent substitute. GIPCL stands indemnified for all consequential effects due to such removal.

8.6.3 The Contractor agrees and undertakes to be responsible for the proper conduct and behavior of all the staff, foreman, workmen and others and shall exercise a proper degree of control over them and in particular and without prejudice to the aforesaid generally the Contractor shall be bound to prohibit and prevent any employees from trespassing or acting any way detrimental or prejudicial to the interest of GIPCL or community or of the properties or occupiers of lands and properties in the neighborhood; and in the event of such employee so trespassing, the Contractor shall be responsible thereof

and relieve GIPCL from all consequent claims or actions for damages or injury or any other grounds, whatsoever.

8.6.4 All Contractor's personnel entering upon GIPCL premises shall be properly identified by identity cards of a type acceptable to GIPCL which must be worn/kept at all times while in or upon Company's premises.

8.6.5 The Contractor agrees and undertakes to make payment of wages to its workmen not less than the rates as prescribed under the Minimum Wages Act and its various circulars already published and are being / shall be published during the pendency of the contract. The wages rates, holidays, hours of work and other conditions of service of the workmen of the Contractor should be as applicable as per prevailing statutory provisions.

8.6.6 The Contractor agrees and undertakes to fully acquaint himself with the prevailing industrial Environment for working at Valia Lignite Mine in Surat/ Bharuch District, Gujarat, before the commencement of the work.

8.7 Notices:

8.7.1 Service of Notices on Bidder:

All certificates, notices or written orders to be given by GIPCL to the Contractor under the terms of the Contract and shall be served by sending through post or delivering the same to the Contractor's principal place of business, or such other address/ email address as the Contractor's shall nominate for this purpose.

8.7.2 Service of Notices on GIPCL:

All notice to be given to GIPCL under the terms of the Contract shall be served by sending by post or delivering the same to the following address :-

Chief General Manager (Mines)

Gujarat Industries Power Company Limited.

At & Post Nani Naroli, Ta. Mangrol, Dist. Surat, Pin Code : 394 110

cgmminesoffice@gipcl.com

8.7.3 Change of Address:

Either party may change the address and communicate to the other party where the works are being executed with prior written notice to the other party.

8.8 Rights of Various Interests:

Wherever the work being done by any department of GIPCL or by other Contractor's employed by GIPCL is contingent upon work covered by this contract, the respective rights of the various interest involved shall be determined by the GIPCL to secure the completion of the various portions of the work in general harmony and the Contractor shall be bound by such determination by the GIPCL without any claim for any additional payment, damages etc, whatsoever.

8.9 Liens:

If, at any time, there should be any lien or claim for which GIPCL might have become liable and which is chargeable to the Contractor, GIPCL shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify GIPCL against such lien or claim. If a lien or claim be valid, GIPCL may pay and discharge the same by deducting

the amount so paid from any money which may be or may become due and payable to the Contractor. If any lien or claim remains unsettled after all payments due to the Contractor are appropriated on the account, the Contractor shall refund or pay to GIPCL all moneys that the latter may be compelled to pay in discharging of such lien or claim including all costs and reasonable expenses thereof. Alternately, company reserves its rights to recover it from the security deposit.

8.10 Taxes:

- 8.10.1**
- 1) The Contractor shall be responsible for the payment of any and all prevailing contributions, taxes, duties, levies & fees to the Central or State Government or local authorities directly or indirectly applicable to the work under this contract.
 - 2) **GST:** As per prevailing laws, Mining activities attract GST and is payable by the Contractor. The bid rates will be exclusive of GST on applicable items. GST will be paid to the Contractor as per prevailing rates and rules to the extent directly related to the services rendered or Goods supplied by the contractor under the said contract and submit GST Return as a documentary proof and contractor will mention the GST amount separately in the invoice/bill along with SAC/HSN Code under GST.
 - 3) Any fresh imposition or variation in statutory duties, taxes or levies, made after the last date of submission of bids, will be recovered from/ reimbursed to the Contractor, as the case may be. The reimbursement/ recovery to the Contractor will be made against supporting documents & for only such taxes/duties/levies that are directly applicable to the contract and are applicable/ reflected on his running bills.
 - 4) Further any benefit due to statutory changes in the law including taxes/duties/levies shall be pass on GIPCL.
 - 5) Bidder shall consider input credit of GST on capital item while quoting rates. Further during contractual period, if any additional input credit available on operational items (for e.g. GST levied on diesel), same shall be passed on to GIPCL.

8.10.2 Insurance:

The Contractor shall take adequate statutorily prescribed insurance covers for all men (Universal Health, WC Insurance policy for all the persons engaged in work) and comprehensive insurance of machinery / equipments (on re-instatement basis) engaged by him/it for performance of the work at the Site. Any insurance claim brought against GIPCL by an individual or by any such other persons who suffered damage to himself or his property due to negligence of the Contractor or his Sub- Contractor or his employees/Agent, the same shall be settled by the Contractor at his own cost, expense and consequence. Copy of the valid insurance policy shall be submitted by the Contractor to GIPCL on regular basis for record. No amount shall be reimbursed by GIPCL on this account

8.10.3 Damage to Property:

The Contractor including his Sub- Contractor/s if any, shall be responsible for making good at his/its cost to the satisfaction of GIPCL any loss or any

damage to buildings, structures, equipment, installations, properties etc, belonging to GIPCL or being executed or procured or being procured by GIPCL or of other agencies within the premises of GIPCL, if such losses or damages are due to fault and/or negligence or willful acts, omission, and/or any other reason whatsoever of the Contractor and/or his/its sub-Contractor/s, their employees, agents, representative etc.

8.10.4 Compensation and Liability:

- 1) In case of an accident in respect of which Employee Compensation Act or Motor Vehicles Act, Fatal Accident Act or Mines Act etc. applies it shall be lawful for the GIPCL to retain out of money due and payable to the Contractor, such sum or sums of money due to and payable to the Contractor, till such time the final decision of GIPCL is arrived.
- 2) GIPCL shall not be liable for or in respect of any damages or compensation payable as per law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or any of his/its Sub-Contractor or third party etc. and the Contractor shall indemnify and keep indemnified GIPCL against all such injury, damages and compensation and against all claims, demands, proceedings, costs, charges and expenses, whatsoever in respect of or in relation thereto.
- 3) On the occurrence of any accident resulting in death or bodily injury to a workmen employed by the Contractor, the Contractor shall be liable for intimating immediately of happening of such accident/s in writing to the GIPCL, the fact of such accident. The Contractor shall indemnify GIPCL, against all claims/ compensation, loss or damage sustained by GIPCL resulting directly or indirectly from his/its failure to give intimation in the matter aforesaid, including the penalties of fines, if any, payable by GIPCL as consequences of Employee Compensation Act, Fatal Accident Act, Motor Vehicle Act, Mines Act or otherwise to conform to the provisions of the said Act/s in regard to such accident.
- 4) The Contractor should get his employees insured against Employee Compensation Act and proof of such insurance cover to be submitted to Company at the time of starting of work. If the Contractor fails to take such insurance cover and submit proof thereof and if any liability occurs, then any compensation etc. shall be at the risk & cost of the Contractor only and Company shall recover the amount from the Contractor's bills/Security Deposit.

8.11 Labour Laws and Safety Regulations:

- 8.11.1 The Contractor shall keep him/itself fully informed of all laws/ordinances and regulations, agreements/ settlements with Union and awards in any manner affecting his/its contract works or persons employed on the works or the materials used in the works or in any way affecting the operations covered by the contract and of all orders and decrees of bodies or tribunals having any jurisdiction or authority on the same. In the event of any discrepancy or inconsistency in the contract or in the drawing or specifications herein referred to, and the provisions of any such law, ordinance, regulations, order or

decree, the Contractor shall forthwith report the same in writing to the GIPCL for necessary rectification at his/its cost, if required.

- 8.11.2** The Contractor at all times shall observe and comply with all laws, ordinance and regulations and orders and decrees of competent courts or tribunals or statutory bodies having jurisdiction, and shall protect and indemnify and keep indemnified GIPCL its employees against any claim or liability arising from or based on the violation of any such law, ordinance regulation order or decree etc, whether by himself or their employees or vendors, etc.
- 8.11.3** The Contractor shall also be bound to give all notices necessary and incidental to the due and lawful execution of the work and of all operations covered by the contract and as may be required by the laws, ordinance, regulation, orders, rules and decrees as aforesaid.
- 8.11.4** The Contractor will make payments to the labourers engaged on paid holidays declared by GIPCL from time to time as per prevailing rule and provisions of the Act.
- 8.11.5 Public Safety & Other Property:**
The Contractor shall conduct his/its operations so as not to close or obstruct any portion of any road, water, electrical installation or any other properties until written permission therefore have been obtained from the proper public authorities. If any of the above are, required to be kept open or shall be rendered unsafe by the Contractor's operations, the Contractor shall, at his/its own expense execute such works and provide such temporary guards, lights and other signals as will be acceptable to the concerned authorities including the GIPCL.
- 8.11.6 Safety, Sanitary & Medical Facilities:**
- 1) The Contractor and/or his/its Sub-Contractor and their employees, at Contractor's cost , shall fully comply with the safety rules, regulations or statutory directions and provide sanitary and medical facilities, prescribed by law or as may from time to time be prescribed by the GIPCL with the object of securing the safety and health of the employees and the local community, in case of violation or non-observance of any of the aforesaid provisions by the Contractor the same shall be enforced by the GIPCL at the Contractor's expenses.
 - 2) The Contractor shall be responsible for the safety and discipline of his/its employees in all faces of the work and shall provide at his/its cost and enforce the use of safety belts, safety boots, guards, helmets, goggles and other safety devices etc. that may be required by the Acts & Rules & Regulations for the time being in force, or will come in force during the pendency of contract. The Contractor shall promptly and immediately report serious accidents to any of his/its employees to the GIPCL and shall make at his/its cost immediate arrangements to render all possible medical and other assistance to such affected employees.
 - 3) All portions of the work shall be maintained in neat, clean and sanitary condition at all times. The Contractor shall provide urinals & toilets for the use of the employees at the work Site at his/its cost.
 - 4) First aid facilities and supplies as required by the Mine Rules 1955 shall

- be kept on the work Site by the Contractor at his/its cost.
- 5) The Contractor shall comply with all laws whether now in force or which may come into force hereinafter covering employment and safety of labour and in particular with the provisions of the payment of Wages Act, 1936, the Employee Compensation Act, 1923, The Mines Act, 1952, the Indian Explosives Act 1984, Contract Labour (Abolition and Regulation) Act, 1970, Payment of Bonus Act, 1965, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act, 1972, Fatal Accident Act, Motor Vehicles Act, 1939, Apprentice Act, Industrial Dispute Act, 1947, Standing Orders Act, 1946. Electricity Act, 1910 etc. and the rules and regulations framed under the said Acts. If any amount becomes payable by GIPCL as a result of any claim or application in terms of the provisions of the said Acts and Rules, Regulations, Orders made there under, such amount shall be payable by the Contractor and be recovered.
 - 6) The Contractor shall be allowed to commence work only on production of requisite license as required under the Contract Labour (Regulation & Abolition) Act, 1970.
 - 7) All persons engaged by the Contractor in connection with the performance of the contract shall be employees of the Contractor and no claim shall lie against GIPCL in respect of delay, deduction and non-payment of wages and/or remuneration/compensation by the Contractor or on any account and lapse or failure of the Contractor or his/its Sub-Contractor/s in the discharge of his/its obligations to his/its employees.
 - 8) The Contractor shall take all necessary steps and precautions to ensure that his/its workers and employees engaged for the work under the terms of the contract shall work within the mines in accordance with the provisions of the Mines Act, 1952 and Rules and Regulations framed there under and shall also maintain necessary records and registers as required under these provisions and shall be responsible to the GIPCL in this regard. The Contractor shall perform the work under this contract in accordance with all applicable codes, statutory regulations and engineering / mining practices. The Contractor shall be required to ensure vocational training to his/its workmen before they are put to work as required under Mines Vocational Training Rules, 1966 at GIPCL's Group Vocational Training Centre.
 - 9) The Contractor may be required to construct safety embankment as per statute at its own cost to prevent in rush of outside water into mines/working area.

8.11.7 Medical Fitness, Vocational Training & Manpower Induction:

- 8.11.7.1** All the persons proposed to be employed by the Contractor shall be medically examined for their fitness at their own cost prior to their employment at the mines Site by any State or Central Government Medical Officer not below the rank of an Assistant Civil Surgeon or approved by the DGMS. The medical certificates of such persons shall be retained in the possession of the GIPCL so long as the person is employed in the mine.
- 8.11.7.2** All such persons who are found medically fit for employment in mine shall be

provided with vocational training as per the provisions under the Mines V.T. Rules 1966, at GIPCL's Group Vocational Training Center before employment in mines. A copy of the certificates shall be retained by the GIPCL.

- 8.11.7.3 The Contractor shall undertake training and re-training of their personnel to fulfill the statutory obligation under Mines Vocational Training Rules, 1966.
- 8.11.7.4 The Contractor will also maintain a brief training facilities at its camp to brief their workers about the safety provision and operations of new machinery, maintenance system updating and for providing necessary other information to their workers.
- 8.11.7.5 The competent persons like operators and Drivers, etc. and supervising officials shall be, before employment, authorized by the GIPCL in the prescribed form, the Contractor will therefore produce all such persons before the GIPCL along with their certificates of medical examination and vocational training.

The Contractor(s) will also organize at their own cost medical examination of their manpower, to be deployed in the mine as per DGMS norms.

- 8.11.7.6 All persons proposed to be deployed in the Mines shall be provided with exposure to GIPCL laid down manpower induction procedure.

8.11.8 Fire Prevention:

The Contractor shall take all reasonable precautions to prevent fire at lignite faces, dumps, lignite stocks at mines at Valia lignite mine and in the vicinity of his operations and he shall be liable for all damage losses or injury from fires directly or indirectly to his/its own operations or the activities of his/its employees or his/ its Sub-Contractor/s or their employees or Company's operations or its employees.

8.12 Contractor's Camp:

The Contractor may maintain and operate camps and mess for the convenience of his/its employees, but patronage of such facilities shall be optional with the employees. The Contractor shall be responsible for maintaining his/its camp / mess in good order / clear and for providing adequate health, sanitary & fire protection facilities. The Contractor shall have no authority to establish or to issue concessions or permits of any kind to third parties for establishing commercial, amusement or other establishments upon land within the Mine premises whether controlled or not by GIPCL.

8.13 Fencing And Lighting:

When any work is performed at night or where day light is shut off or obscured, the Contractor shall provide at his/its cost artificial light sufficient to permit the work to be carried on properly and permit through inspection by the GIPCL. The lighting standards shall be as prescribed under the Coal Mines Regulation 2017 and Circulars.

- 8.13.1 The Contractor shall be responsible to construct and maintain at his/its cost proper and adequate fencing, lighting guarding and taking necessary safety measures for all works as per CMR-2017.
- 8.13.2 The power and light connections, wiring, equipment etc. shall be made by the

Contractor throughout the pendency of the contract, till physically taking over the work by GIPCL. The power and light connection, wiring, equipment shall be subject to the inspection and passing by the GIPCL and the officers of electricity authorities & Central Government under the Electricity Act & Indian Electricity Rules and conditions of electricity supply of the State Electricity Authorities, as applicable.

8.13.3 Any additions and alterations thereto shall be got approved by the Contractor from the GIPCL and certified from Electrical Inspector, if required under law.

8.14 Wiring for Electric Light and Power:

All wiring for electric light and power shall be installed and maintained in conformity with the provisions of the Indian electricity Act and rules and other statutory requirement as prescribed. Electric Light and Power Lines shall be kept separate in accordance with the Indian Electricity Rules.

8.15 Right of Way:

8.15.1 The right of way for the facilities to be constructed under the contract will be provided by GIPCL. Nothing herein contained, however, and nothing marked on the Site plan shall be interpreted as giving the Contractor exclusive occupancy of the territory provided.

8.15.2 When the work place of one contract is the necessary or convenient means of access for the execution of another work such privilege may be granted by the GIPCL at his discretion for the other works to the extent and in the manner and at the time permitted. No such decision, as to the method or time of conducting the work or the use of territory shall be made the basis of any claim for delay or damage or compensation, nor shall it be objected to by the Contractor.

FORM – A

(To be submitted on Company's Letter Head)

CHECK LIST OF DOCUMENTS ENCLOSED WITH BID

Sr. No.	Particulars	Declarations (Strike out whichever is not applicable)
1	Details of the Document Fees being Paid	Yes/ No
2	Earnest Money Deposit for the value as indicated in Notice Inviting Tender	Yes/ No
Formats enclosed-duly filled in and signed along with all required enclosures, complete as per instruction to Bidder		
3	Form-B (Status of Bidder, with documentary proof)	Yes / No
4	Form-C (Details of the work carried out with copy of final bill)	Yes / No
5	Form-D (Details of the machinery owned by the BIDDER, with documentary proof)	Yes / No
6	Form-E (Undertaking for unconditional bid & observance of contract conditions)	Yes / No
7	Form-F (Solvency Certificate)	Yes / No
8	Form-G (Declaration about the Site visit)	Yes / No
9	Form-H (Declaration for Contractual Disputes/ Litigations)	
10	Form-I (Affidavit of undertaking regarding Genuiness of Documents)	Yes / No
11	Form-J (Performa for certificate against adequate Working Capital)	Yes / No
Other documents to be enclosed by the Bidder as per the instruction of the bid document.		
12	Power of authority of the signatory to the Bidder.	Yes / No
13	Latest solvency certificate from the nationalized bank	Yes / No
14	Copy of PF registration details, if available	Yes / No
15	All Declaration should be in the prescribed format on letter head of the Bidder	Yes / No
16	Declaration by the Contractor indemnifying GIPCL	Yes / No
17	Bid document duly signed by Contractor on each page	Yes / No
18	In case of a Partnership Firm as a Bidder, a certified copy of the Partnership Deed of the Firm.	Yes/No
19	Financial Standing of the Contractor such as for	Yes/No

	the past 3 years (2015-16, 2016-17 and 2017-18) 1. Profit and Loss Statement, 2. Balance Sheet, 3. Auditor's Report	Yes/No Yes/No
20	e-Auction USER ID	Mandatory Yes

Name of Firm :
Signature of Bidder :
Seal of Company :
Date :



FORM – B

(To be submitted on Company's Letter Head)

STATUS OF THE BIDDER

Name of the Bidder	
Address	
Registered Office	
For Correspondence	
Telephone Number	
Fax Number	
E-mail Address	
Whether the firm is joint stock company, individual, Partnership firm (Attested copies of Deeds, Articles of Association to be enclosed)	
Name of the person holding power of attorney (Attested copy of power of Attorney to be enclosed)	
Name of Partners with their Present and Permanent address	
Name of Bankers with full address and Telephone Numbers	

Name of Firm :

Signature of Bidder :

Seal of Company :

Date :

FORM – C

(To be submitted on Company's Letter Head)

DETAILS OF WORK CARRIED OUT DURING THE PAST THREE FINANCIAL YEARS (2015-16, 2016-17 and 2017-18) BY THE BIDDER

Sr. No.	Description of Work with Work Place/Mine	Name of Client with Postal Address	Period		Quantity Awarded (in Lakh CuM)	Actual Quantity Worked (in Lakh CuM)	Work Experience certificate attached
	Earth work/ OB Work		From (Date)	To (Date)			
							Yes / No
							Yes / No
							Yes / No

Sr. No.	Description of Work with Work Place/Mine	Name of Client with Postal Address	Period		Quantity Awarded (in Lakh CuM)	Actual Quantity Worked (in Lakh CuM)	Work Experience certificate attached
	Coal/ Lignite		From (Date)	To (Date)			
							Yes / No
							Yes / No
							Yes / No

Name of Firm :

Signature of Bidder :

Seal of Company :

Date :

FORM – D

(To be submitted on Company's Letter Head)

DETAILS OF HEAVY EARTH MOVING MACHINERY, EQUIPMENT ETC. OWNED AND READILY AVAILABLE WITH BIDDER.

Sr. No.	Type of Machine (Excavators, Surface Miners, Dozers, Dumpers and Other ancillary equipment)	Manufacturer	Chassis No./ Reg No.	Year of Manufacturing	Whether in working conditions or not	Engine (HP)	Capacity	Location	Name of owner	Documentary proof
										Yes / No

Name of Firm :

Signature of Bidder :

Seal of Company :

Date :

FORM – E

(To be submitted on Company's Letter Head)

**UNDERTAKING FOR UNCONDITIONAL BID
&
OBSERVENCE OF CONTRACT CONDITIONS**

It is to certify that I/We have gone through the terms & conditions of the bid thoroughly and having examined the Condition of Contract, Specification and Schedule of rates for the execution of the works, I/we offer to supply equipment, execute, complete and maintain the whole of the said works in conformity with the said Conditions of Contract, Specifications and Schedule of Rates. Also, having understood & learnt the implications, I/We are making our unconditional price bid offer for the entire works. I/We further confirm that no deviation in any condition is considered or taken into account by us while making our assessment.

I/We undertake, not to assign or sublet the contract or any part thereof or any benefit or interest therein or there under, without the prior written consent of GIPCL. I/We shall take full responsibility in strict supervision on Mining Activities with the help of experienced and qualified Mining Supervisors and shall take full responsibility for total stability and safety of all Site operations as per the applicable mining laws and rules. I/We assure that all equipment shall be fitted with necessary safety equipment / appliances to take care of the safety and operational comfort of the machines.

I/We also undertake responsibility for full compliance of other applicable Labour & Environment Laws and such other statutes which are / will be applicable while carrying out the Contract work.

To effect our above undertaking, we submit herewith a signed copy of bid document (on each page) as token of our acceptance of all terms and conditions of the bid).

Name of Firm :

Signature of Bidder :

Seal of Company :

Date :

FORM – F

Solvency Certificate

(See Clause No. 4.6, SECTION- IV)

To Whomsoever it may Concern

This is to certify that to the best of our knowledge and information M/s....., a customer of our bank / Branch is respectable and can be treated as good up to a sum of Rs..... (Rupees)

It is clarified that this certificate is furnished without any risk and responsibility in the part of the Bank or any of its officials in any respect whatsoever, more particularly either as a guarantor or otherwise.

This certificate is issued at the specific request of our customer Ms/.....

For



FORM – G

(To be submitted on Company's Letter Head)

Declaration about the Site Visit

I / We do hereby confirm and declare that I/We have independently inspected the Valia Lignite Mine areas of GIPCL in Surat/ Bharuch district and have ascertained & obtained all relevant & necessary information, data, particulars, prevailing wage structure, conditions of services & availability of workforce, facilities available, existing industrial environment and other working conditions etc.

I/We have also studied and understood the mining scheme particularly with respect to location and situation of the proposed Mining pit, areas specified undertaking excavation work, Top-Soil Dumps, Overburden (waste) dumps, External dump to be re-handled and lignite stockyard and proposed path of the sized lignite transport from Valia Lignite Mine to SLPP Power Plant including Panchayat Road from which lignite transportation will be done, starting and delivery point of the lignite as well as information about the existing and possible haul roads for vehicular movement and diversion and re-routing of roads.

I/We have also assessed the risk associated with the work whether apparent or inherent to the nature of work involved and satisfied our self as to the nature, condition, quantum, extent, scope and magnitude of the work involved in the contract, type and condition of the strata, rock, soil, sub-soil, ground, working conditions of the area, availability of power supply, water supply, men and machinery requirement, availability of land and proposed acquisition of surface right /right of the way from Valia Lignite Mine to SLPP Power Plant.

I/We do hereby agree and undertake not to raise any dispute and / or objection at any stage on any ground whatsoever, during the currency of the contract if awarded to me/us.

Name of Firm :

Signature of Bidder :

Seal of Company :

Date :

FORM – H

(To be submitted on Company's Letter Head)

Declaration for Contractual Disputes/ Litigations

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

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

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

However, details of the Arbitration case (s) either completed or under progress during last five (5) years by the Bidder or its Partner(s) or Director(s) is / are/ was shall be provided by the bidder along with FORM-H.

Name of Firm :

Signature of Bidder :

Seal of Company :

Date :

FORM – I

**(FORMAT FOR AFFIDAVIT)
(On Non-Judicial Stamp Paper of RS 100/-)**

AFFIDAVIT

UNTERTAKING REGARDING GENUINNESS OF DOCUMENTS

I, -----, Partner/ Legal Attorney/Accredited representative of M/s,-----
---solemnly declare that:

1. We are submitting bid for the work----- against tender no.-----
-----.
2. None of the partners of our firm is relative of employee----- (Name of
the Company)
3. All information furnished by us in respect of fulfillment of eligibility criteria and
qualifications information of this bid is complete, correct and true.
4. All documents/credentials submitted along with this bid are genuine, authentic, true
and valid.
5. If any information and documents submitted is found to be false/ incorrect at any
time, GIPCL may cancel my bid and action as deemed fit may be taken against us,
including termination of the contract, forfeiture of all dues including Earnest money/
Security Deposit and banning / delisting of our firms and all partners of the firms
etc.

Seal of the Notary.

Name of Firm :

Signature of Bidder :

Seal of Company :

Date :

FORM – J

(To be submitted on Company's Letter Head)

**PERFORMA FOR
CERTIFICATE AGAINST ADEQUATE WORKING CAPITAL**

The working capital of our firm i.e. M/s -----(a proprietorship / Partnership/ Pvt. Ltd. / Limited Co. / any other equivalent) is Rs. -----(-----) as on dated -----based on the annual accounts.

Name of Firm :

Signature of Bidder :

Seal of Company :

Date :

To be certified by the Chartered Accountant



**PRICE BID/SCHEDULE
("PRICE BID")**

The Bidders have to carry out all these works together and shall quote firm rate in terms of Rupees.

Sr. No.	Description	Estimated Quantity (In Lakh Te/ CuM)	Unit	Rate in Rs. per Unit	Amount in Lakh Rs.
Work-1	Rate for Turnkey work for Over burden / inter burden removal, Raising, Producing and Transportation of sized Lignite -(minus) 250 mm size) to SLPP Power Plant and other ancillary activities as defined in Section V, Mining-Part II (Scope of Work & Special Conditions of the Contract):				
A	Work Component (Excluding Diesel)	222.50	Rs./ Te		
B (i)	Diesel Component		Litre per Te		
B (ii)	Price of diesel at PSU outlet at Nani Naroli on 3 rd August, 2018.		Rs. per Litre	73.32	
B=(i x ii)	Diesel Component	222.50	Rs./ Te		
	Sub-Total Rate in Rs./Te (A + B) and Amount				
Work-2	Rate for Re-handling of the External Dump and other ancillary activities as defined in Section V, Mining-Part II (Scope of Work & Special Conditions of the Contract):				
A	Work Component (Excluding Diesel)	340.00	Rs./ CuM		
B (i)	Diesel Component		Litre per CuM		
B (ii)	Price of diesel at PSU outlet at Nani Naroli on 3 rd August, 2018.		Rs. per Litre	73.32	
B=(i x ii)	Diesel Component	340.00	Rs./ CuM		
	Sub-Total Rate in Rs./CuM (A + B) and Amount				
Work-3	Rate for Stacking, Compacting, Blending and Re-Handling of Lignite/ Coal/ Blended Fuel from Stockyards at various locations throughout the years (including monsoon period) by using Heavy Earth Moving Equipments and other ancillary activities as defined in Section V, Mining - Part II (Scope of Work & Special Conditions of the Contract):				
A	Work Component (Excluding Diesel)	140.00	Rs./ CuM		
B (i)	Diesel Component		Litre per CuM		
B (ii)	Price of diesel at PSU outlet at Nani Naroli on 3 rd August, 2018.		Rs. per Litre	73.32	
B=(i x ii)	Diesel Component	140.00	Rs./ CuM		
	Sub-Total Rate in Rs./Te (A + B) and Amount				
	Grand Total Amount of Work No. (1), (2) and (3)				

- 1) Management reserves the right to accept or overlook or reject any lower rate offered by the Bidder without assigning any reason thereof.
- 2) The Bidders are required to quote the rates strictly as per the terms and conditions mentioned above. The conditional bid will not be entertained and will be summarily rejected.
- 3) Rate quoted shall remain valid for 180 days from the date of submission of price bid, which shall have to be extended unconditionally for further maximum of period 60 days, as deemed fit by GIPCL.
- 4) Rates include all taxes except GST.
- 5) Rates quoted shall be applicable to quantity variation also, if any.

- 6) GST and any other fresh imposition or variation in taxes or payable by the Bidder, shall be reimbursed by GIPCL to the extent levies during the currency of the contract, if applicable and directly related to the services rendered by the Bidder under this contract.
- 7) Rate quoted for the Work-1 shall be considered for deciding the lowest five bidders (minimum) or 50% out of total bidders (rounded to the next higher whole number), whichever is higher for making them eligible for the e-reverse auction. **However, lowest grand total amount of Work (1), (2) and (3) combined shall be considered as the base rate which will put up for starting e-Reverse Auction.**
- 8) e-Reverse auction shall be for reducing the **lowest grand total amount of Work No. (1), (2) and (3) combined** and the bidders have to reduce **grand total amount of Work No. (1), (2) and (3) combined** in decrement of value as decided before start of e-Reverse Auction. After e-Reverse Auction process, L1 bidder shall be decided based on the **lowest grand total amount bid for the Work No. (1), (2) and (3) combined.**
- 9) Percentage reduction in the grand total amount of all works together by e-reverse auction process will be equally applied to all the works i.e. Work No. (1), (2) and (3) i.e. equal percentage in the work component of all the three works as well as in the diesel component and the diesel component will be adjusted in Litre per Te or Liter per CuM accordingly.
- 10) L1 Bidder, declared after the e-Reverse Auction process may be called for negotiation and if required, may be asked by GIPCL for reduction in rates of any of works, if found quoted unreasonably high.
- 11) Awarded Rates shall be escalated based on the formula for escalation rate as provided in the bid document.
- 12) **Rates to be quoted for optional Items, which may be required by GIPCL for additional jobs which are out of scope of this tender:**

Sr. No.	Auxiliary Equipment	Rs./ Hr
1	Hydraulic Excavator (with 1.7 CuM Capacity)	
2	Dozer (165 HP).	
3	Dumper/ Truck (17 tonne or more capacity Hydraulic Tippers/ Dumpers as certified by the RTO)	
4	Grader of about 145 HP	
5	Water Tanker (15.00 KL)	

- 13) **Rates for the above said optional Items, shall not be considered for the evaluation of offer and e-reverse auction also.**