

GUJARAT INDUSTRIES POWER COMPANY LIMITED

(Surat Lignite Power Plant)

AT & POST NANI NAROLI, TALUKA: MANGROL, DIST: SURAT, PIN

394110 (GUJARAT)

Phone Nos.: EPABX (02629) 261063 to 261072, fax Nos.: (02629) 261080

Tender documents for providing bi-annual rate contract (BRC) of statutory services for repair and maintenance of electrical installations at Vastan, Mangrol and Valia Lignite Opencast Mines for the period of two years.

Bid No.: GIPCL/SLPP/Mining/Elect.BRC/2018-20



INSTRUCTIONS TO BIDDERS & CONDITIONS OF CONTRACT

INDEX

<u>Sr. No.</u>	<u>PARTICULARS</u>	<u>PAGE NO.</u>	
		From	To
(1)	<u>NOTICE INVITING TENDER (NIT)</u>	02	03
(2)	<u>SECTION – A (Instructions to Bidders)</u>	03	18
(3)	<u>SECTION– B (Instructions to Bidders for online tendering)</u>	18	19
(4)	<u>SECTION – C (General Conditions of Contract)</u>	19	31
(5)	<u>SECTION – D (Special Conditions of Contract)</u>	32	45
(6)	<u>SECTION – E (Schedule of Quantities& Rates)</u>	46	50
(7)	<u>SECTION – F (Annexure and Forms)</u>	51	61

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

NOTICE INVITING TENDER (NIT)

Name of work	Bi-annual rate contract (BRC) of statutory services for repair and maintenance of electrical installations at Vastan, Mangrol and Valia Lignite Opencast Mines for the period of two years.
Place of work	Vastan, Mangrol and Valia Lignite Opencast Lignite Mines of GIPCL-SLPP
Quantity	The successful Bidder will be awarded this contract involving total quantities of various items as mentioned against item descriptions in Schedule of Quantities& Rates.
Contract period	For the period of two years.
EMD	Rs. 1,00,000.00 (Rupees One Lac only) Demand Draft payable at Mosali-Surat/ Nani Naroli/Surat or Bank Guarantee in favor of GIPCL from approved Banks mentioned in this tender in subsequent clauses.
Cost of tender document / tender fee	Rs.3000.00 (Rupees Three Thousands only) Demand Draft in favor of GIPCL payable at Motamiya-Mangrol or Nani Naroli.
Pre Bid meeting	On 20.04.2018 , 11:00 hrs. at office of GIPCL-Surat Lignite Power Plant, Village: Nani Naroli, Ta. Mangrol, Dist. Surat.
Availability of online e-Tender document	On web site https://www.nprocure.com or https://www.gipcl.com .
Last date of online submission of offer	27.04.2018 up to 12:00 hrs. on website: https://www.nprocure.com
Submission of EMD, Tender fee and other supporting documents for technical Bid in physical form.	On or before 27.04.2018 up to 15.00 during office hours at office of Surat Lignite Power Plant, Nani Naroli, Dist. Surat.

NOTES:

1. Amendment / corrigendum of the tender document, forms, schedules, etc... may be done any time by the GIPCL during the period of publication of tender in the website. The Bidders are required to visit the website regularly till the last date & time of Bid submission.
2. GIPCL reserves the right to reject any or all the tenders without assigning any reason thereof.
3. The Bidders are required to quote the rate strictly as per the terms and conditions mentioned in the tender document, adhering to technical specifications as well.
4. The Bidders are required to submit their Bids **online only** through the **website <https://www.nprocure.com>**
5. The EMD, Tender fee & other supporting documents are to be submitted in physical form only at the following address:-
General Manager (Mines)
Gujarat Industries Power Company Limited
Surat Lignite Power Plant
At Village:Nani Naroli,
Taluka: Mangrol,
Dist.:Surat-394 110, Gujarat.
Phone: (02629) 261063-72.
E-Mail: slppmines@gipcl.com

SECTION-A

INSTRUCTIONS TO BIDDERS

1. PLANT SYNOPSIS

Gujarat Industries Power Company Limited (GIPCL) (henceforth be named Company/GIPCL), is a Premier Power Utility in the State of Gujarat with an installed capacity of 810 MW and 5 MW Solar Power Plant. 51 MW Wind Energy Farm Project is under installation and commissioning stage. GIPCL has issued LoI (Letter of Intent) for 26 MW and 71.40 MW Wind Energy Farm Projects. GIPCL has commissioned 1MWp Distributed Solar Power Projects at two locations in Gujarat viz. at Village: Amrol, Dist.: Anand and at Village: Vastan, Taluka Mangrol, Dist.: Surat.

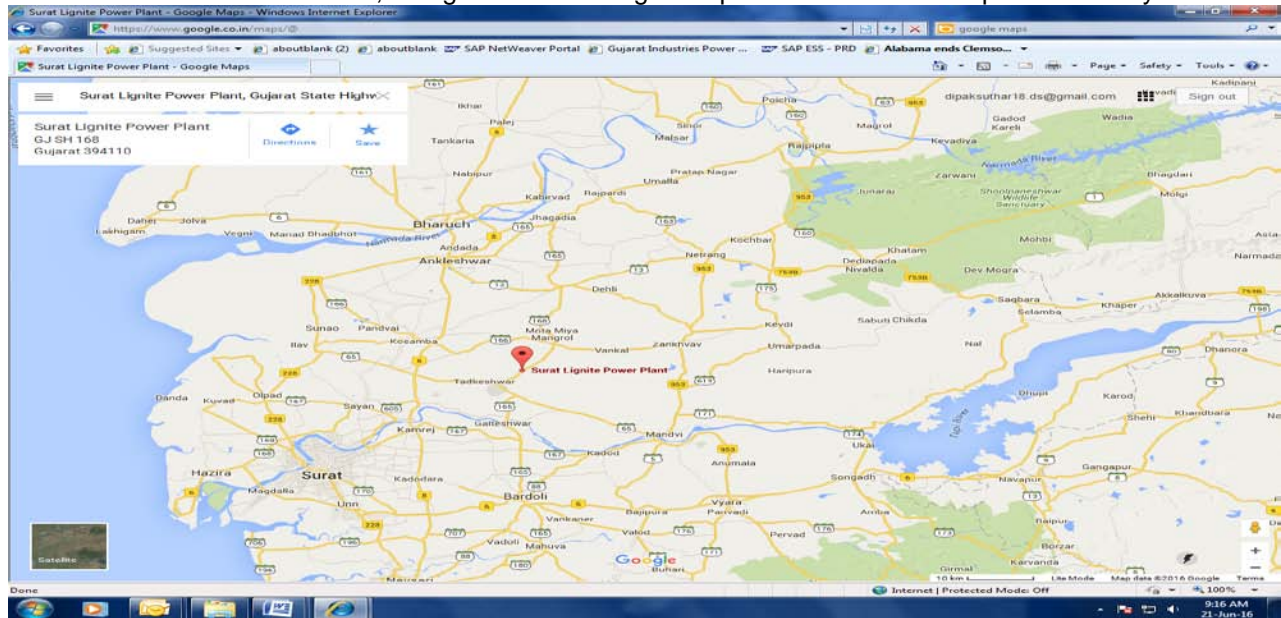
Surat Lignite Power Plant (SLPP) with four units of 125 MW capacity each is located at Village: Nani Naroli, Taluka: Mangrol, District: Surat in Gujarat. GIPCL has also operating its own captive Lignite and Lime Stone Mines close to the Power Plant. The Power Plant is based on Circulating Fluidized Bed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

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

Gujarat Industries Power Company Limited (GIPCL) (henceforth be named COMPANY/GIPCL), is a premier power utility in the state of Gujarat with an installed capacity of 810 MW and 5 MW solar power plant. GIPCL has commissioned 1MWp Distributed Solar Power Projects at two locations in Gujarat viz. at Village Amrol, Dist.: Anand and at Village Vastan, Taluka Mangrol, Dist.: Surat. 51 MW wind energy farm project under installation and commissioning stage. GIPCL has issued LOI for 26 MW and 71.40 MW wind energy farm projects. Surat Lignite Power Plant (SLPP) with four units of 125 MW capacity each is located at village Nani-Naroli, Taluka: Mangrol, District Surat in Gujarat. GIPCL has also developed its own lignite and Lime stone mines close to the Power Plant. The plant is based on Circulating Fluidized Bed Combustion technology for the boilers where lignite is burnt along with limestone in the furnace of the boiler.

Surat Lignite Power Plant is accessible by road from Kim and Kosamba, which are on Bombay -Ahmedabad highway. From Kosamba, site is around 32 kms, out of which 27 kms is part of the National and State highway and balance 5 kms is district road. From Kim, the site is around 18 kms, out of which 13 kms is the state highway and balance 5 kms is district road. The nearest broad gauge railway line is at Kim, which is around 21 kms from the power plant. Surat is approximately 50 km from the plant.

E-Tender providing bi-annual rate contract (BRC) of statutory services for repair and maintenance of electrical installations at Vastan, Mangrol and Valia Lignite Opencast Mines for the period of two years



The Company intends to award bi-annual Rate Contract for the work of maintenance of electrical installation of mines for the two years effective from date of LOI, at GIPCL-SLPP and is therefore inviting open tender online through M/s n-code web site <https://www.nprocure.com> from experienced & resourceful contractors.

2. SCOPE OF WORK :

- 2.1 The scope of the work covers; to providing statutory services for requirement repair and maintenance of entire electrical installations at various open cast lignite mines Viz, Vastan , Mangrol and Valia Mines of GIPCL-SLPP as per Central Electricity Authority (Measures relating to' Safety and Electric Supply) regulation 2010 chapter II and rules no.94 & Coal Mine Regulation 2017 with necessary tools & tackles .

The successful bidder shall responsible to providing assistance for repair and maintenance of electrical installation at open cast lignite mines viz. Vastan , Mangrol and Valia Mines of GIPCL as per Central Electricity Authority (Measures relating to' Safety and Electric Supply) regulation 2010 chapter II and rules no.94 & Coal Mine Regulation 2017.

- 2.2 The bid submitted by the bidder not covering the total scope of work and services as detailed out in the tender document shall be liable for rejection.
- 2.3 Quantum of job mentioned against all items in the price bid are indicative only & may vary as per site requirement & not to be construed as maximum or guaranteed quantity. The quantities shown in the price bid are approximate quantities for the contract period and they may vary as per job requirements.
- 2.4 All the miscellaneous activities pertaining to specific work to be executed for satisfactory performance is in the scope of contractor in his quoted rates.

3. GENERAL INSTRUCTIONS

- 3.1 The Bidders who are interested in participating in the tender must read and comply with the instructions and the Terms & Conditions contained in the tender documents.
- 3.2 The Bids shall be filled in by the Bidders clearly, neatly and accurately. Any alteration, erasures or overwriting shall be liable to make the tender invalid unless the same is neatly carried out and attested over the full signature of Bidder. The decision of the Company to interpret the information and rates filled in by the Bidder shall be final and binding on the Bidder.

- 3.3 The Bidders are requested to make themselves fully conversant with the General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Site conditions, Safety & Health Aspects and Norms to be observed etc. before submitting their bids so that no ambiguity arises in these respects subsequent to submission of the Bids.
- 3.4 Before quoting the rates, the Bidder should go through the specifications, scope of work etc. and get himself fully conversant with them. The Bid should include cost of mobilization and cost to adhere to all Safety Norms as described in the tender. No relaxation or request for revision of quoted/accepted rates shall be entertained subsequent to the opening of Bid on account of mobilization or Safety costs.
- 3.5 Bidder has to submit all the information as per required Bid document. Failure to furnish all the information as per required Bid documents or submission of a Bid containing deviations from the contractual terms and conditions, specifications and requirements, shall be rejected.
- 3.6 The Bids shall be submitted within the time frames set out in the Notice Inviting Tender ('NIT') and Bids submitted thereafter shall not be accepted and considered.
- 3.7 The tender documents shall not be transferable.
- 3.8 The Bidders are expected to examine all instructions, forms, terms & specifications in the Bid documents and to get fully acquainted themselves with all the conditions and matters which may affect the subject matter of the work/tender or the cost thereof. If any Bidder finds any discrepancies or omissions in the specifications and documents or any doubt in true meaning or interpretation of any part, he shall seek necessary clarifications in writing or during Pre-Bid meeting if required.
- 3.9 Conditional offers shall not be considered and liable to be rejected.
- 3.10 The Company reserves the right to extend the deadlines for submission of the Bids by giving amendments.
- 3.11 A Pre-Bid meeting will be organized by the Company as per details given in NIT (Notice Inviting Tender) at GIPCL - SLPP. Bidders or his authorized representative with authorization letter shall attend the Pre-Bid meeting. Bidders may seek any clarifications from the Company on their written request regarding the tender document.
- 3.12 During evaluation of Bids the Company may, at its discretion ask the Bidder (s) for clarification of their Bid. The request for clarification and the response shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted.
- 3.13 The Company reserves the right to amend/ modify the Bidding documents at any time prior to the deadline for submission of Bids, either at its own discretion or in response to the clarification requested by a prospective Bidder. In such case, the Company may in its discretion extend the deadline for submission of Bids in order to facilitate the prospective Bidders for incorporating the effect of the amendment in their Bids.
- 3.14 The Bidders shall bear all costs and expenses associated with the preparation and submission of their respective Bids, to attend meetings or conferences, if any, including any pre award discussion with the successful Bidder, technical and other presentations etc. and the Company shall not be liable for any expense thereof.
- 3.15 If the successful Bidder is a joint venture, formed of two or more companies, the Bidder along with the partners shall accept joint and several responsibilities and liabilities for all obligations under the Contract.
- 3.16 Timely and satisfactory completion of the work and strict adherence to the allotted time frames for jobs shall be the essence of the contract.
- 3.17 The Company reserves the right to qualify/disqualify any applicant without assigning any reason.

- 3.18 The Bidder shall be disqualified if any untrue statement or misrepresentation is made in the Bid forms, attachments and other supporting documents submitted by the Bidder.

4. SITE VISIT

The Bidder is advised to visit the all three Lignite mines of Surat Lignite Power Plant (SLPP) after downloading the tender copy from website: **<https://www.nprocure.com>** to study the actual working conditions, before submitting their offer. The Bidders shall examine the site of works and its surroundings and see for himself that may be necessary for preparing the Bid and entering into a contract. All costs and liabilities arising out of the site visit shall be at Bidder's account.

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

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

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

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

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

5. ELIGIBILITY CRITERIA

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

- 5.1** Bidder should possess minimum **Three years** of experience **out of last five years** (as per following Cl. No.5.2) in similar nature of jobs like repair and maintenance of electrical installations at any Opencast Mines/power plant/Limited company during a period of last Five financial years (2012-13,2013-14,2014-15, 2015-16 and 2016-17) and should enclose proof of the same. Bidder shall submit necessary evidence for the same like attested copies of work orders along with work completion certificates from clients. The work completion certificate shall comprise of Order value & Executed value. Bidders should have executed the work directly. The work executed as a sub-contractor or subletting agency shall not be taken in to consideration.

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

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

a) **One similar completed work each costing not less than the amount equal to 80% of the total estimated cost.**

OR

b) **Two similar completed work each costing not less than the amount equal to 50% of the total estimated cost.**

OR

c) **Three similar completed work each costing not less than the amount equal to 40% of the total estimated cost.**

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

- 5.3** Contractor shall have to submit satisfactory work completion certificate from the client. Experience as a sub-contractor will not be allowed and Price Bid of such Bidders will be rejected.
- 5.4** The Minimum Turn over for the three out of five years, audited annual accounts/financial statements i.e. profit and loss account and balance sheet duly certified by a practicing CA will be required. Minimum turnover of Rs.40 Lacs (Rupees Forty Lacs only) for three out of five years.
- 5.5** The Bidder shall have Positive Net Worth as on 31st March, 2017.
- 5.6** Tender fee: The tender fee shall be accompanied in form of Demand Draft.
- 5.7** EMD: The EMD shall be accompanied in the form of DD or Bank Guarantee given by Bank as described in subsequent clause no. 8.
- 5.8** Bidder should have separate Employees Provident Fund code number towards registration of firm with RPF commissioner.
- 5.9** Attested copies of relevant documents duly signed & seal on each & every page of bid shall be submitted. The above documents will be analyzed and after satisfaction, the Price Bid will be open. GIPCL may verify the documents, experience certificates issued by concern authority. After opening of technical Bid, if any required attested documents found missing in the Technical Bid submitted by the Bidder, the tender inviting authority may inform to that Bidder only once by E-mail to submit the missing required documents within stipulated time limit. If Bidder/Bidders fail to submit within stipulated time, their Bid will be declared technically disqualified and no further correspondence will be entertained.
- 5.10** Bidder shall furnish annual audited financial statement duly certified by Chartered Accountant for the last three financial years to demonstrate the

- E-Tender providing bi-annual rate contract (BRC) of statutory services for repair and maintenance of electrical installations at Vastan, Mangrol and Valia Lignite Opencast Mines for the period of two years financial healthiness of the company. The balance Sheet must be in the name of the company. Any type of MOU for this purpose will not be entertained.
- 5.11** The Bidder has to submit INCOME TAX Permanent Account Number (PAN), TIN/VAT no. of the firm. Copies of the same shall be submitted. The Bidder has also provide Previous & current work order copies.
- 5.12** Bidder has to submit Good and Service Tax registration number. Copy of the same shall be submitted.
- 5.13** In case Bidder is a joint venture company since last five years, the above requirements/credential of Joint Venture Company / Parent companies shall be considered.
- 5.14** Bidder should possess valid electrical contractor's license and electrical supervisory permit of contractor's supervisor.
- 5.15** Bidder should submit site visit declaration as per Form – B
- 5.16** Bidder should confirmed that they shall submit unconditional price bid as per Form – C.
- 5.17** Bidder should submit Schedule of deviation if any as per Annexure-F for prequalification part of bid.

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

5.17 Additional Pre-Qualification Criteria

Bidder shall have to submit the **“Declaration-cum-Undertaking for Compliance of Safety Laws and Regulations”** as amended in **Form-A** attached.

- a. If any Fatal Accident/ Violation of any safety law(s) / Rule(s) is/ are found during the preceding three (3) years during the execution of the contract covering the scope and area of work of this tender, Bid of that party will be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage.
- b. If any of the details submitted in the prescribed Annexure / Form to the Bid is/are found to be false, incorrect at any time in future, then the Contract awarded to that Bidder / Contractor shall be liable to be terminated forthwith without any notice / correspondence and Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage. Further, Performance / Security Deposit will also be liable to be forfeited. Any dues to GIPCL from the Bidder / Contractor shall be recovered from the pending bills or any other dues payable to the Bidder / Contractor, if any or otherwise through any other recourse available under the Laws.

5.18 Litigation(s), Court Case(s) or Arbitration(s) of the Bidder

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

If Bidder or its Partner(s) or Director(s) is /are/was in any Litigation(s), Court Case(s) or Arbitration(s), either completed or under progress during last five (5) years or Black Listed / Deregistered / Stopped or banned from dealing in the past by any Govt, of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations, Bid of that party will be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage.

6. **PRE-BID MEETING**

A pre Bid meeting will be arranged at office of Surat Lignite Power Plant as per details given in the NIT (Notice Inviting Tender). All the Bidders are required to attend or send their authorized representative along with authorization letter for attending this meeting. It is desired to attend the Pre-Bid meeting as the work is directly related to the Plant operation and performance of Plant is depending on timely completion of awarded works.

7. **LANGUAGE OF BID**

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

8. **EARNEST MONEY DEPOSIT (EMD) and TENDER FEE**

- 8.1 An EMD of Rs. 1,00,000.00 and Nonrefundable Tender fee Rs. 3000.00 shall accompany with Bid. The EMD & Tender fee shall be in the form of a crossed bank Demand Draft in favor of Gujarat Industries Power Co. Ltd. as per following details:

Bank

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

Payable at :

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

- 8.2 The EMD, in alternative, may be submitted in the form of irrevocable Bank Guarantee in favor of Gujarat Industries Power Company Limited from any Nationalized Bank including Public Sector bank-IDBI Ltd or AXIS Bank, HDFC Bank, ICICI Bank or Kotak Mahindra bank, Yes Bank, Ratnakar Bank, IndusInd Bank, Karur Vysya Bank, DCB Bank, ING Vyasya Bank or The Kalupur Commercial Co-operative Bank Ltd, Rajkot Nagrik Sahakari Bank Ltd, The Ahmedabad Mercantile Co-operative bank Ltd, The Mehsana Urban Co-operative Bank Ltd, Nutan Nagrik Sahakari Bank Ltd as per Performa of BG enclosed with this e-tender under Section-F.
- 8.3 In case EMD is paid in the form of BG, (ANNEXURE-C) the same shall be valid for a period of 180 days after the due date for submission of the bid
- 8.4 The EMD of the successful bidder will be returned after payment of Security Deposit by successful bidder.
- 8.5 The earnest money deposit paid in the form of demand draft will be refunded to the unsuccessful BIDDER as soon as the tender is finalized.

E-Tender providing bi-annual rate contract (BRC) of statutory services for repair and maintenance of electrical installations at Vastan, Mangrol and Valia Lignite Opencast Mines for the period of two years

- 8.6 Any bid not accompanied with EMD and Tender fee will be rejected. Tender fees and EMD should be submitted in physical form directly to GIPCL as per Clause 6.9.
- 8.7 No interest shall be payable on EMD.
- 8.8 The EMD will be forfeited if the BIDDER (i) withdraws his tender after acceptance or (ii) withdraws his tender before the validity date of the tender.

8.9 **SCHEDULE FOR SUBMISSION OF EMD & TENDER FEES**

EMD & Tender fee and other documents dully signed to be submitted in physical form within working days . On or before 15.00 Hrs from due date of closing of the tender.	Address for Submission: Chief General Manager (Mines) GUJARAT INDUSTRIES POWER CO. LTD., (Surat Lignite Power Plant) Village – Nani Naroli, Taluka – Mangrol District – Surat 394 110, Gujarat Phone : 02629-261063 (10 lines) Fax : (02629) 261073 / 261074
--	--

9. **SUBMISSION OF BIDS**

A: MODE OF SUBMISSION

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

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

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

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

The contractor should have minimum three years experience of providing statutory services for repair and maintenance of electrical installations at any Opencast Mines during a period of last Five financial years (2012-13, 2013-14, 2014-15, 2015-16 and 2016-17) and should enclose proof of the same.

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

1. The tender documents dully signed in all pages without price bid along with techno-commercial deviations, if any.
2. Proof of experience meeting the minimum eligibility criteria
3. Performance certificate issued by clients.
4. Previous work order copies.
5. Details of present work order (if any)
6. Turn over for the three out of five years, audited annual accounts/financial statements i.e. profit and loss account and balance sheet duly certified by a practicing CA will be required. Minimum turnover of Rs.40 Lacs (Rupees Forty Lacs only) for three out of five years.
7. P.F Number and Allotment Letter.
8. PAN Number.
9. Good and Service Tax (GST) registration number/certificate copy.
10. Bidder should have valid electrical contractor licenses issue by competent authority.

11. Schedule of deviation (Annexure-F) Technical as well as commercial, if any.
12. Bidder shall submit Annexure D, E & F and Form A, B,C & D along with prequalification part of bid. Without Annexure and Form the bid straight way rejected.

(b) Price Bid:

1. Percentage Rate Price Bid shall be submitted online only. Note: Estimate includes cost of all manpower, supervision, consumables, tools & tackles, Safety, legal & statutory compliance, mobilization etc...
2. Good and Service Tax shall be paid extra at actual as per prevailing rates as declared by Central Government on submission of documentary evidence.
3. Bidder shall have to quote the rates in the form of %age. i.e. "At Estimated Value OR %age below the estimated value OR %age above the estimated value in online Price Bid only."
4. The quantities shown in the price Bid are approximate for the contract period and may vary as per actual job requirement.
5. The Bidder shall fill the Bid documents with utmost care in consonance with the instructions contained in the Bid documents.

B: METHOD OF TENDERING/SIGNATURE ON BIDS

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

10. MODIFICATION AND WITHDRAWAL OF BIDS

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

11. POLICY FOR BIDS UNDER CONSIDERATION

- a. Bid shall be deemed to be under consideration immediately after opening of the bid and till official intimation of award/rejection made by the Company to the Bidders.

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

12. EFFECT AND VALIDITY OF THE BID

- a. The Bid should be kept valid for acceptance for a period of one hundred and eighty (180) calendar days from the last date of submission of Bids.
- b. The submission of any Bid along with the required documents and specifications shall constitute an agreement that the

Bidder shall have no cause of action or claim, against the Company for rejection of his Bid. The Company shall always be at liberty to reject or accept any Bid or Bids at his sole discretion and any action will not be called into question and the Bidder shall have no claim in that regard against the GIPCL.

13. OPENING OF BIDS

- 13.1 The GIPCL will open the pre-qualification/Technical Bid/price Bid, as the case may be, in presence of Bidder's representatives whenever such a procedure has been specified. Otherwise the tender will be opened by the authorized officers of GIPCL.
- 13.2 **Preliminary Examination:**
 - 13.2.1 The Company will examine the Bids for any computational errors, for sureties furnished by bidder, for authentication of documents submitted and completeness of the Bids.
 - 13.2.2 Arithmetical errors will be rectified on the following basis:
 - (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price will be corrected & will be binding to the bidders
 - (b) If there is a discrepancy between the Total Bid Amount and the sum of total prices, the sum of total prices shall prevail and the Total Bid Amount will be corrected & will be binding to the bidders.

14. EVALUATION & COMPARISON OF BIDS

- 14.1 GIPCL shall evaluate the Bids received and accepted by it to ascertain the lowest evaluated Bid in conformity with the specifications of the tender documents.
- 14.2 The Technical Bids will be examined for minor matters regarding qualification of bids. Subsequent to correspondence with the respective bidders, the decision of Tender Committee will be final.
- 14.3 All responses to requests for clarifications shall be in writing and shall be presented to the Company through e-mail or in a sealed envelope on or before the given date requested by the Company. If the Technical clarifications sought by the Company do not reach the Company on or before due date, the Bid will be rejected.
- 14.4 The comparison of all the Bids shall be carried out with reference to the scope of work as per the technical specification. Any deviation/omission shall be evaluated at highest quoted price of the deviation/omission quoted by any of the Bidder. In case a separate price (for omission) is not given by any other Bidder, a reasonable price of the same shall be taken & the same shall be binding to the Bidders.

- 14.5 The commercial deviation, if any, shall be loaded to bring all the Bids at par. The loading shall be carried out at an interest rate of 2% above PLR of SBI.
- 14.6 A Bid to be substantially responsive shall be one which on evaluation confirms to all the terms, conditions and specifications of the Bid documents without any material deviation or reservation.
- 14.7 For the above referred purpose, a 'material deviation' shall be one which:
 - (a) Which affects in any substantial way the scope, quality or performance of the contract, or
 - (b) Which limits in any substantial way and in a manner inconsistent with the Bid documents, GIPCL's right or the Bidder's obligations, under the contract, or
 - (c) Whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

15. RIGHT OF REJECTION OF TENDERS

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

16. AWARD OF CONTRACT

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

17. CONTRACT PERIOD

- 17.1 The contract will be for a period is two year. GIPCL reserves the right to extend the Contract Period up to 3 months on the same rates and terms and conditions without any price escalation **except for the escalation**
- 17.2 The said Contract Period can be extended if mutually agreed upon by both the parties up to one year and in such a case a revised work order shall be issued at the same rates and terms & condition or at negotiated rates acceptable by both parties i.e. the Company & the Contractor.

18. CONTRACT SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE

As a Contract Security, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Bank Guarantee (PBG)/Contract security deposit in favor of Gujarat Industries Power Company Limited for guarantee amount at **10%** of the "Bi-Annual Contract Price" from any Nationalized Bank including Public Sector bank-IDBI Ltd or AXIS Bank, HDFC Bank, ICICI Bank or Kotak Mahindra bank, Yes Bank, Ratnakar Bank, IndusInd

Bank, Karur Vysya Bank, DCB Bank, ING Vysya Bank or The Kalapur Commercial Co-operative Bank Ltd, Rajkot Nagrik Sahakari Bank Ltd, The

Ahmadabad Mercantile Co-operative bank Ltd, The Mehsana Urban Co-operative Bank Ltd, Nutan Nagrik Sahakari Bank Ltd in the format attached in **ANNEXURE-B**, and it shall guarantee the faithful performance of the 'Contract' in accordance with the terms and conditions specified in these documents and specifications. Contract security deposit shall be submitted strictly within twenty one days from the date of Lol or work order, whichever is earlier. The guarantee shall be valid up to retention period of three months from the contract completion date. The Guarantee amount shall be payable to the Company in Bidder's home currency without any condition whatsoever.

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

19. ASSIGNMENT AND SUB-LETTING

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

1) CONTRACTOR'S OBLIGATIONS

A: DEPLOYMENT & RESPONSIBILITY OF MANPOWER

- (i) The Contractor shall deploy suitably qualified, experienced and sufficient manpower for timely & satisfactorily execution of the works under the contract at each mine site.
- (ii) The Contractor shall deploy sufficient skilled and Semi-skilled manpower separately to properly complete the job in given/scheduled time.
- (iii) The Contractor shall depute its own Employee/labor with proper identification to enter the mine premises after ensuring that the jobs are scheduled.
- (iv) At the time of deploying manpower, the Contractor shall strictly comply all the applicable labor laws/Acts norms including but not restricted to the age of the Employees, women Employees and shall also ensure that a police verification and security check for all the Employee/labor engaged at the GIPCL site is done and necessary documents regarding the same shall be submitted to the GIPCL's authorized representative/officer-in-charge. Any default in complying with the same or any misrepresentation regarding compliance of the same shall compel GIPCL to initiate appropriate civil or criminal proceedings regarding the same.
- (v) The Contractor shall also comply with the safety requirements and provide his Employee/labor with safety equipment like helmets, masks, gum boots, a uniform and other necessary PPEs for properly undertaking the operations involved under this contract. Following are also to be issued:
 - a) Safety shoes
 - b) Gum Shoes
 - c) uniform
 - d) Goggles / face shield.
 - e) Ear plug / Ear muff.
 - f) Hand gloves like electrical hand gloves for 11KV and 440V.
- (vi) Contractor shall nominate /authorize senior experienced person in writing as site in charge to co-ordinate with GIPCL engineer and who shall bear overall responsibility for performance of the contract.

- (vii) The Contractor shall appoint technicians/electricians who shall co-ordinate with GIPCL's Engineer In - Charge for daily entrusted job. They have to maintain daily records duly signed for the works carried out and duly certified by Engineer-In-Charge. The Contractor in co-ordination with the Engineer-In-Charge shall ensure the availability of adequate manpower to carry out the job satisfactorily on a daily basis. As per the instruction of Engineer-In-Charge they have to allot the work and execute the same in specified time limit.
- (viii) During execution of the works, one or more jobs may be required to be done simultaneously and the Contractor shall complete the jobs accordingly.
- (ix) During emergency or similar situations the Contractor shall be required to mobilize resources as per need within the period of 04 hours as directed by GIPCL. If the contractor fails to mobilize sufficient manpower to complete the job in time, GIPCL will execute the job through other agency at the risk and cost of the contractor with 15% supervision charges & the same will be recovered from the Contractor's bill.
- (x) **Important Note: Whenever any of the Substations/elect. System at particular mines remains under outage due to any reason, the contractor shall mobilize sufficient work force at site within a period of four hours from the time of intimation by phone. Production loss occurred due to want of manpower as well as resources will be viewed very seriously and will invite appropriate punitive measures as decided by competent authority.**
- (xi) During working in high risk area like Substation, HT/LT panels, HT/LT power lines workman must wear a suitable safety apron, safety belt, safety hand gloves, guy rod and goggles. It is the contractor's/contractor's supervisor's responsibility to ensure it without fail.
- (xii) During safety week, the contractor has to enhance the site manpower as per the requirement to ensure the timely completion of work (During safety week period quantum of work increases substantially). For this, enhanced work shall be completed by deploying additional manpower. Payment will be made on item rate basis only. The work during the safety week period is to be carried out round the clock. Contractor should mobilize sufficient number of manpower and execute the work in all shifts with independent manpower. Contractor should not continue the same manpower for more than 12 hours.

B: TOOLS & TACKLES:

- (i) All tools & tackles and measuring equipments required to execute the contract are in the scope of the contractor (tentative list is attached, (Annexure-E). The contractor should ensure that tools & tackles and measuring equipments are in healthy & working condition.

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

- (ii) For proper execution of the scope of work, the contractor is required to maintain sufficient quantity of tools & tackles with in good working condition at site as per day to day work load and emergency situations to complete the work in stipulated time.
- (iii) In case of breakdown of equipment, the contractor should work round the clock for putting back the area in service immediately within minimum time. In case of any emergency arising during night hours the contractor should be in a position to mobilize the manpower immediately within minimum time.
- (iv) Arrangement for lighting at the work spot has to be made by the contractor ensuring safety at work place.
- (v) Pin sockets of IS standards should be used for all connections. For any accident take place & any damage to the equipment and/or injury to human due to

E-Tender providing bi-annual rate contract (BRC) of statutory services for repair and maintenance of electrical installations at Vastan, Mangrol and Valia Lignite Opencast Mines for the period of two years

carelessness in loose connection, contractors will be held responsible & liable for any recovery/actions

- (vi) For any accident take place & any damage to the equipment and/or injury to human due to carelessness in loose connection, contractors will be held responsible & liable for any recovery/actions.
- (vii) The bidder shall provide minimum tools & tackles as per Annexure-E.

20. Clarification of Bidding Documents

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

21. TIME SCHEDULE

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

22. UNDERSTANDING AND CLARIFICATION ON DOCUMENTS AND SPECIFICATION

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

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

23. PAYMENTS

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

24. POINTS TO BE CONSIDERED DURING QUOTING ONLINE PRICE BID

- a. The schedule of rates shall be read in conjunction with Instructions to Bidders, General conditions of contract, Special conditions of contract and Technical specifications.
- b. The quantities given in the schedule of rates are estimated and will be made as per actual work carried out as per the rates of work order.
- c. The method of measurement of completed work for payment shall be in accordance with the method of measurement specified in the bid document.
- d. No separate amount shall be payable for use of auxiliary equipment incidental to or in day to day operation in the course of fulfillment of contractual obligation of the supplier.

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

25. QUANTITIES

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

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

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

SECTION-B

INSTRUCTIONS TO BIDDERS FOR ONLINE TENDERING

1. 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 Dy. General Manager (Mines) valia or the Chief Manager (Mines) Vastan at the Office of GIPCL at SLPP at the following telephone numbers during office hours from 08.30 a.m. to 5.30 p.m.

AGM (Mines) Valia	02629- 261063 to goyalpc@gipcl.com 72
AGM (Mines) Vastan	02629- 261063 to nchauhan@gipcl.com 72

2. e-Tendering

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

3. Following should be submitted in physical form in sealed covers separately at GIPCL's office ,

1. Document fee
2. EMD
3. Supporting documents for Techno-Commercial Bid

E-Tender providing bi-annual rate contract (BRC) of statutory services for repair and maintenance of electrical installations at Vastan, Mangrol and Valia Lignite Opencast Mines for the period of two years
The General Manager (Mines)
M/s. Gujarat Industries Power Company Limited
Village Nani Naroli, Taluka Mangrol,
Dist. Surat – 394110 (Gujarat)

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.
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.
6. Interested parties, who wish to participate in online tender should have legally valid Digital Certificate (Class III) as per Information Technology Act - 2000 or should procure the same from any of the licensed certifying Authority or can contact M/s (n)code solutions - a division of GNFC Limited, at address mentioned at clause 4 below, who are licensed Certifying Authority by Government of India. All online bids have to be digitally signed.
- 7 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.
- 8 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).
- 9 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.
- 10 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

SECTION-C

GENERAL CONDITIONS OF CONTRACT

1. CONTRACT SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE

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

E-Tender providing bi-annual rate contract (BRC) of statutory services for repair and maintenance of electrical installations at Vastan, Mangrol and Valia Lignite Opencast Mines for the period of two years documents and specifications. Contract security deposit shall be submitted strictly within twenty one days from the date of Lol or work order, whichever is earlier. The guarantee shall be valid up to retention period of three months from the contract completion date. The Guarantee amount shall be payable to the Company in Bidder's home currency without any condition whatsoever.

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

2. RECOVERY CLAUSE

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

3. ASSIGNMENT AND SUBLETTING OF THE CONTRACT

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

4. DEDUCTIONS FROM CONTRACT PRICE

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

5. TERMINATION OF CONTRACT BY GIPCL

Contractor shall be responsible to complete the jobs within agreed time schedule and in case contractor fail to complete the job, GIPCL shall recover from his bill, Security Deposit and / or whatsoever for expenses incurred to complete the job with additional 15% overhead charges.

In case if contractor's services are not found satisfactory with respect to mobilization, time bound completion of work, workmanship & safety (CEA, Regulation 2010, CMR 1957, OHSAS policy of GIPCL) then GIPCL has right to terminate the contract at any time by giving him 15 days advance notice without assigning any reason and will make the alternate arrangement at the risk & cost of contractor.

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

- i. Contractor is adjudged as insolvent.
- ii. Contractor has abandoned the contract.

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

6. FAILURE & TERMINATION

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

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

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

7. SETTLEMENT OF DISPUTES

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

8. INTERPRETATION OF CLAUSE

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

9. EMPLOYEE'S COMPENSATION INSURANCE

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

Contractor shall also obtain additional off-duty coverage insurance policy for all his Employees as per clause no. 10 herein under.

10. STATUTORY REQUIREMENTS

A COMPLIANCE OF LABOUR LAWS

1. The contractor shall at his own cost comply with the provision of labor laws, rules, orders and notifications whether central or state or local as applicable to him or to this contract from time to time. These Acts/Rules include without limitation of the followings.
2. Contractor shall be solely responsible and shall fully comply with all the provisions of all the labor laws applicable such as the Minimum Wages Act, 1948, Contract Labor (Regulation & Abolition) Act 1970, Factories Act, 1948, Payment of Bonus Act 1965, Employees Provident Fund and Miscellaneous Provision Act 1952, Industrial Dispute Act 1947, Employee Compensation Act 1923, Payment of Gratuity 1972, Interstate Migrant Employee Act 1979, Equal Remuneration Act with Rules, The Mines Act 1952, The Coal Mines regulations 1957, The Mines rules, 1955 Central Electricity Authority (Measures relating to Safety and Electric Supply) regulation 2010 and other statutes applicable to the Mines Order and Notifications issued/made there under from time to time.
3. All other Acts, Rules/Bye-Laws, Orders, Notifications etc. present of future applicable to the contractor from time to time for performing the contract job.
 - 3.1 The Contractor shall provide and be responsible for payment of Wages, Salaries, Bonus, Social charges, Insurance, Food, Accommodation, Transport, Medical and Canteen facilities and other statutory privileges and facilities to his personnel as per law/rules/regulations and orders of the Central Government, or other authorities as are in force from time to time. All employees of the Contractor shall be employee of the Contractor.
 - 3.2 The Contractor shall at the time of execution of the contract have a EPF Code Number obtained from the Authorities concerned under the Employees Provident & Miscellaneous Provisions Act, 1972 and remit contributions in respect of the employees employed by him at SLPP Site to the P.F office concerned every month failing which GIPCL will recover from the outstanding payment to the contractor from GIPCL. PF code of Gujarat region should be taken.
 - 3.4. The Contractor shall maintain all records/registers required to be maintained by him under various labor laws mentioned above and produce the same before the Statutory Authorities whenever required.

- 3.5 The Contractor shall also submit periodical reports / returns to the various statutory authorities such as the Contract Labour (Regulation & Abolition) Act-1970, Employees Provident Fund Act etc. Under intimation to HR&Admn.Dept.
- 3.6 The Contractor shall not pay less than the Minimum Wages notified by the Government of India from time to time to his employees of corresponding categories.
- 3.7. The Contractor shall be responsible for payment of overtime wages to his Employee, if any, in case they are required to work beyond the prescribed hours under law as per applicable rates.
- 3.8 The contractor shall take Employee Compensation Insurance Policy for all his employees working at SLPP. The contractor shall indemnify the company against any liability due to any work injury or accident to any of its employees.
- 3.9 The Contractor shall in the event any of his Employee / employee sustains any injury or disablement due to an accident arising out of and in the course of his employment, provide necessary medical treatment and pay compensation as applicable, required under the Employee's Compensation Act, 1923.
- 3.10 If any of the persons engaged by the Contractor misbehave with any of the officials or the Company or commit any misconduct with regard to the property of the Company or suffer from any serious communicable disease, the Contractor shall replace them immediately.
- 3.11 The Contractor shall not engage / employ persons below the age of 18 years. Employment of women shall be strictly according to applicable laws.
- 3.12 GIPCL will have right to deduct and disburse the claims of the individual / parties being a principal employer on any account whatsoever in relation to their employment with the contractor. The Security deposit will be released to the contractor at the end of the contractual tenure subject to an undertaking by the contractor that in the event any of his Employee or the heirs of Employee puts up a claim for recovery of money due to him from the contractor before the appropriate authority under the I.D.Act 1947 or under any other labor laws or for compensation under the Employee's Compensation Act, 1923 and the appropriate authority has given a direction for making payment the contractor will meet the same or indemnify GIPCL if in the event GIPCL pays it as Principal Employer.
- 3.13 The contractor shall make payment of wages to his employees on fixed date within the period specified under the applicable Law, in presence of representative of the company. He will submit a true copy of wage sheet, attendance register and P.F. remitted challans on monthly basis to HR&A dept. for verification and record.
- 3.14 The Contractor shall provide Safety items / kits to his employees such as safety shoes, goggles, ear plugs, hand gloves, safety belts etc., if any, required under the law.
- 3.15 The contractor shall conduct pre-induction and periodic medical checkup of his Employee as per applicable laws.
4. The contractor shall be solely responsible for any accident caused to his Employees and should adhere to all rules / regulations as per labor laws of Government and other statutory laws as applicable.
5. If required the contractor should register himself under the Contract Labor Act, Employee Compensation Act and PF Act (Code no. to be mentioned) and submit the copy of registration certificate and should possess the same from the date of commencement of work, failing which the contract is liable to be cancelled. The E.C. Policy copy should be submitted to the GIPCL before commencement of the work and if required Labor License should be obtained within one week from the date of issue of form-V. Contractor should apply for

Form-V immediately after receipt of LOI. A copy of Labour License shall be submitted to GIPCL, HR & A Department.

6. Contractor shall have to insure his Employee / supervisors etc. under Group Insurance scheme.
7. The Contractor shall be responsible for compliance of all statutory rules, regulation, act enforced from time framed by the government such as Factory Act, Employee Compensation Act, payment of 'Wages Act', Minimum Wages Act', Provident Fund Act, All Labor Laws Act in respect of employees engaged by him for the work and shall have to maintain necessary records. In case any amount becomes due to be payable by him to his employees or to the Government under the above rules, regulation, Acts, GIPCL reserves the right to recover the same from the running bill of the contract.
8. Documentary evidence of deposit of PF paid shall have to be produced by the contractor along with the next bill.
9. Records as per the provisions of various statutory Acts will have to be maintained by the contractor and submitted as and when required.
10. All employees of contractor should maintain due discipline and respect local sentiments. GIPCL reserves the right to direct the contractor to remove any such person who does not comply with it.
The list is indicative in nature and not an exhaustive one. Any amendment/alteration/Notifications or addition to the existing Law or a new statute shall automatically and immediately become applicable.

B LEGAL ASPECTS

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

11. PAYMENT OF WAGES

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

E-Tender providing bi-annual rate contract (BRC) of statutory services for repair and maintenance of electrical installations at Vastan, Mangrol and Valia Lignite Opencast Mines for the period of two years act in respect of employees engaged by him for the work and shall have to maintain necessary records. In case any amount becomes due to be payable by him to his employees or to the Government under the above rules, regulation, Acts.

12. ACCIDENT TO EMPLOYEE

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

13. LIGHTING

Necessary facility for illumination at works area will be provided by GIPCL.

14. NIGHT/SUNDAY/HOLIDAY SHIFT

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

15. SAFETY ASPECT

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

When contractor moves his lifting tools and tackles to the plant area, required test certificates as per the Factory Act 1948 and the state factories rules has to be submitted to engineer will check the certificates and if found okay, then only materials will be allowed to enter mine premises

The contractor has to submit the list of required safety gears along with safety equipments available with him to enginner will check for quantity and quality of the safety gears and then allowed permission of work. Poor quality material will not be allowed at mine premises. If quantity of required safety equipments is not satisfactory, contractor will not be allowed to carry out the work using such safety gears inside the mine / mine peripheral / mine premises for the work.

16. GENERAL SAFETY CLAUSES :

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

4. Other safety gears like ear plug, dust mask, hand gloves, safety goggles, gum boots, full body safety uniform and belts, safety net etc. shall be issued and used as per the job requirements. Safety helmet shall be of YELLOW COLOUR ONLY. Contractor will procure safety shoes & safety helmet from a reputed company with at least 12 months' guarantee and shall produce the guarantee certificate and IS standard certificate to the safety department. Contractor should purchase safety shoes of reputed brands. Safety shoes will be issued every year. IS certificate and guarantee certificate must be obtained from the vendor and submitted to the Safety department. Safety shoes should be heat, water, oil and chemical resistant, having an anti-slippery sole of 15298- 2002 make.
5. It is the duty of contractor to ensure that his Employee are wearing required PPEs as per work requirement. Contractor should ensure that their Employees are wearing Safety helmet, safety shoes, dust mask, goggles, ear plug etc. at all times when they are at work throughout the contract period. The contractor has to maintain the PPE issue register with signature of Employee.
6. Contractor will reissue these PPEs in case of damage or misplacement of the same. Replacement shall be made immediately.
7. The contractor shall be responsible for providing first aid or emergency medical help and treatment to his Employee in the event of any accident or injury.
8. If it is observed that contractor is not issuing required PPEs timely and that of required quality, GIPCL will issue the required PPEs to contract Employees and back charge the same with 25% overhead charges of GIPCL.
9. All tools and tackles shall be of reputed make having International manufacturing standard and shall be maintained in proper and workable condition.
10. The Contractor shall be confirm to ensure that all the Employee working at different mine site are equipped with essential PPE's and proper safety arrangement is made at the SLPP site.
11. After mobilization of any tools & tackles to mine site, which includes chain pulley blocks, D-shackles, wire ropes, winch machines, Mobile crane, Hydra etc. shall be offered for inspection with all above statutory test certificate before using at site for any work. They should use all tools and tackles only after certification by GIPCL representative/ Engineer-mines.
12. When working at height, working on ceiling or roof covered with fragile materials, full body harness safety belt, ladders and crawling boards shall be used to prevent accident. Further, during working on height, contractor should arrange proper scaffolding of still pipes, safety net, full body safety belt, fall arrestor system etc. Advice and instructions of engineer in charge/ safety in charge shall be strictly complied with in this regard. All necessary safety precautions shall be taken by the contractor to prevent accident and personnel injuries while working on height.
13. All electrical equipment shall be in good condition and free from any defect. Electrical tools & equipments i.e. welding machine, grinding and drill machine etc. may be checked by the electrical engineer of the contractors regularly, every six month at least and report to be submitted to concerned HOD and safety depts.
14. The contractor shall fill – up Incident notification form (S-I), Incident Investigation form (S-II) and near miss report within time limit as specified in forms, if any accident, Incident, near miss occurred while working at GIPCL-SLPP mine site.
15. No loose connection / joints allowed in electrical cables during performance of any kind of job.
16. The Contractor shall comply all the new requirements related with safety as informed by the HOD / Safety department /Engineer-Mines from time to time.
17. All persons who are found medically & educational / experience fit for employment, GIPCL provides vocational training at GIPCL's Group Vocational Training Centre before employment.
18. Penalty to be imposed for Violation of safety norms is proposed as follows:-
The Contractor & Contract Employee shall strictly adhere to Safety standards / Guidelines as per practices. The list provided below is an indicative list to

E-Tender providing bi-annual rate contract (BRC) of statutory services for repair and maintenance of electrical installations at Vastan, Mangrol and Valia Lignite Opencast Mines for the period of two years explain the principles behind safety practice. If the contract Employee fail to comply with safety standards as per category A, B & C below, penalty shall be levied on the contractor as per the table mentioned below:

PENALTY CLAUS :-

A.	Non Availability of site In-charge.	A.	After total one days of unauthorized absence of technician a penalty of Rs 1000/- per day shall be recovered. Sunday / PH shall be excluded from counting.
B.	Less than 95 % achievement in completion of Preventive Maintenance per month schedule issued by GIPCL without any justifiable reasons.	A.	Penalty if 95 % or more PM achieved per month - Nil
		B	Penalty for PM achieved less than 95 %- @ Rs 500.00 for every one percent reduction in preventive maintenance.
		C	Deduction for penalty due to short fall in PM shall be limited to Rs 15,000/- per month.
C.	Deployment of Less Manpower in Shift maintenance.	No deployment of manpower – no payment shall be done In addition to nonpayment as above, penalty @ 1.25 times the rates accepted by GIPCL for respective category for Shift Maintenance rate accepted by GIPCL	
E	Delay in attending defect that occurred in shift maintenance beyond one working shifts for reasons attributable to contractor	Rs 200.00 per defect per day.	
F	Shortage of tools & tackles	Rs 300.00 per day per Tools & tackles or GIPCL will issue the same and cost with overhead charges @25% shall be deducted from the contractor's bills	
G	Shortage of measuring & testing instruments	Rs 300.00 per day per measuring & testing equipment or GIPCL will issue the same and cost with overhead charges @ 25% shall be deducted from the contractor's bills	
H	Unsafe work	Rs 1000.00 per day per instant.	
I	Damage to GIPCL equipments machinery	Free Replacement / repair up to satisfaction of GIPCL OR 1.25 times cost of equipment GIPCL has incurred.	
J	Liquidated Damages	In case of failure to adhere to the time schedule by contractor, penalty will be levied at the discretion of Engineer In Charge considering extent of delay in particular work. LD of 1 % of the contract value per hour for the delayed work shall be deducted from Contractor's bill subject to a maximum of 5% of the value of that particular work.	
K	Unsatisfactory Work (Improper Maintenance)	Rs 1000.00 per instance.	

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

17. REJECTION OF WORK:

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

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

18. GENERAL TERMS AND CONDITIONS:

- a. All tools & tackles, labours, etc... to execute the contract are in the scope of the contractor. The contractor should ensure that tools& equipments are in healthy condition.
- b. The decision of the Engineer-in-charge shall be final and binding on the contractor for defining the terms and condition included in this contract.
- c. If the work is not found satisfactory, Engineer-in-charge reserves the right to take suitable action.
- d. Contractor shall strictly follow the existing work permit system of the mines of GIPCL and any future revisions.
- e. The contractor has to take EC insurance policy for their Employee. The contractor has to submit labor license and PF account number to the Engineer-in-charge before start the work.
- f. The contractor has to do the job timely. GIPCL shall not compromise in delay. In case of delay of work without any valid reason, the GIPCL reserves the rights to carry out the work by deploying other agencies at the risk & cost of contractor with additional 15% overhead charges.
- g. Contractor shall mobilize the resources as per need within the period of four hours. If the contractor fails to mobilize sufficient resources to complete the job in time, GIPCL will execute the job through other agency at the risk and cost of the contractor with additional 15% overhead charges.
- h. Contractor should mobilize all resources for efficient & smooth execution of contract within seven days from the date of issue of Letter of Intent/Work Order. The prices / item rates quoted shall remain firm till completion of the contract and any agreed extensions thereafter and shall not be subject to any escalation except for the escalation provided in the tender, idle charges for labor,

machinery, overhead expenses etc... due to any reason whatsoever. No price / idle charges shall be entertained due to delay in work on unavailability of work front, non-issue of work permit, holding of work permit for any reason, unavailability of contractor's supervisor, unavailability of contractor's safety supervisor, violation of safety rules, unsafe act by any of contractor's Employee, negligence & ignorance of safety & quality instructions of GIPCL Engineer-in-charge or any other reason whatsoever.

- i. Contractor must fulfill all the safety regulations and to take safety measures to avoid hazards. Contractor shall arrange all standard adequate healthy safety PPEs like but not limited to approved quality safety shoes & safety helmets, standard dust masks, safety goggles, etc... as required and shall use exclusively under this contract for all the time during working at specified locations failing which, the Engineer-in-charge may hold the work and will take necessary action including penalty as decided. If the contractor repeatedly violates safety rules/regulations (more than three successive incidents), Engineer-in-charge may take necessary action against the contractor, including appropriate financial penalty (Maximum of Rs. 1,000/- per incident per man-day and as per clause no.16) and/or termination of contract.
- j. One or more jobs may be required to be done simultaneously and if required contractor shall mobilize additional resources accordingly.
- k. Timely completion of all jobs and works shall be the essence of this Contract. Contractor should closely monitor each activities and complete the jobs as per the time given by and under the supervision of the Engineer-In-charge and shall ensure that sufficient manpower is deployed for the same.
- l. The contractor has to complete the works as per the planning schedule and their respective Employee has to interact with Engineer In Charge for PTW (Permit to work), work instruction, Return of permit.
- m. The contractor has to submit daily reports showing work carried out with details of available manpower, tractors etc.
- n. Any job other than the listed jobs in work order shall be executed by the contractor on instruction from GIPCL and payment shall be made to the contractor on respective item rate only.
- o. The Government of India has enacted the Micro, Small and Medium Enterprises Development Act, 2006 (the "Act") and the Act has come into force from October 2, 2006. The Bidder shall confirm whether your organization is registered under the Micro, Small and Medium Enterprises Development Act, 2006. If your organization is registered under the Act, please specify the category i.e., Micro Enterprise, Small Enterprise or Medium Enterprise under which it is registered and kindly attach a copy of your registration certificate.
- p. The Bidder shall provide details of registration along with copy of the registration certificate issued by the District Industries Centre/Department of Industries, etc of the respective State Government. It is to be noted that large scale industries and trading firms have been excluded from the purview of the Act.
- q. GIPCL is an ISO 9001, ISO 14001, OHSAS 18001 & ISO 50001:2011 (EnMS) certified company, and GIPCL gives extreme importance to maintain these global standards. Contractor shall be required to observe these standards while working with GIPCL. Contractor should ensure that his Employee/labour work in accordance with them.
- r. For SOR calculation purpose, considered central minimum wages with effective from 01.10.2017.

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

All loose materials, wastage, packing materials, cut pieces or other matter of an offensive nature shall not be deposited on the surface, but shall at once be

E-Tender providing bi-annual rate contract (BRC) of statutory services for repair and maintenance of electrical installations at Vastan, Mangrol and Valia Lignite Opencast Mines for the period of two years carted away by the CONTRACTOR to some pit or place provided by him away from the site of work and approved by local authorities.

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

20. FACILITIES TO BE PROVIDED BY GIPCL

- A.** The Company shall provide the following facilities to the Contractor at the site:
- Electricity at nearest available one point.
 - First aid facilities on chargeable basis.
 - Electrical Supervisor for direct supervision of work allotted to electricians
 - Transportation from mine site office to work place.
 - Lighting Items to illuminate area during night Hrs.
 - All persons who are found medically & educational / experience fit for employment, GIPCL provides vocational training at GIPCL's Group Vocational Training Centre before employment.

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

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

21. WORK MEASUREMENT/CERTIFICATION

- The work to be performed being a specialized nature, the contractor should be fully conversant with modern practices and should be able to carry out works independently of large thermal power plant. The contractor shall therefore be required to engage qualified/ experienced personnel to undertake the work as per specifications and requirement.
- Contractor should maintain one computer with printer for keeping daily records and maintain the data.
- The Contractor shall be required to furnish satisfactory job completion report to GIPCL. The submission of report should be on daily basis, the monthly bill payment shall be released based on the certified reports of the works.
- Inspection of work will be done by Engineer in Charge or his authorised representative. If the work is not found satisfactory engineer in charge reserves the right to take suitable action and shall be binding to the contractor.

22. PUBLIC HOLIDAYS

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

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

E-Tender providing bi-annual rate contract (BRC) of statutory services for repair and maintenance of electrical installations at Vastan, Mangrol and Valia Lignite Opencast Mines for the period of two years

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

24. FORCE MAJEURE

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

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

For the purposes of this clause, 'Force Majeure' means an event beyond the control of the Party and not foreseeable by the Party and shall include events of floods, explosions, riots, wars, hurricane, epidemics, any other Act of God, quarantine restrictions, terrorism, government actions and provided always that such acts result in the impossibility of the further performance of the contract.

25. INDEMNITY

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

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

26. GOVERNING LAW AND JURISDICTION

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

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

SECTION-D SPECIAL CONDITIONS OF CONTRACT

SCOPE OF CONTRACTOR

The scope of work shall be preventive, predictive and breakdown maintenance of entire electrical system installed at Vastan Mines.

1. The details of tentative jobs for Vastan Mine for two years effective from date of LOI.

Sr. No.	Item Description
--------------------	-------------------------

A	General Checking /Repair/ Maintenance of installations
1	1000/500 KVA mobile substation as per CEA regulation 2010 per daily basis
2	Capacitor Bank at Limestone Mine site.
3	50 KVA phase-to-phase transformers- . In mines as per CEA 2010
4	Mobile Lighting towers in mines
5	Streetlights (Haul Road) (74 poles)
6	30 Meter High-mast lighting tower
7	Electrical installation at weighbridges
B	Maintenance of following items including cleaning, wire tightness, component checking, rectifications/ replacement of component if required etc.
1	1000 KVA Transformer at Vastan south mine
2	11 KV switchgear at Vastan south mine
3	415 Volt switchgear at Vastan south mine
4	500 KVA Transformer at Limestone mine
5	415 Volt switchgear at Limestone mine
6	AB Switch / DO fuse
7	200 HP pump panel
8	200 HP mine dewatering pump with motor
9	100 HP pump panel
10	100 HP mine dewatering pump with motor
11	10A/20A/32 A/63A, 230v/24v metal clad industrial/flame proof type power plug/ switch//MCB/ELCB/timers/spike guard
12	Complete lighting distribution board
13	Water cooler/RO plant
14	All type of ceiling fan
15	All type of Wall mounted / pedestal Fan
16	Exhaust fan light duty(1 PH)
17	DB having Energy meters
C	Maintenance /Removal /& Erection of following type of lighting fittings including erection/ removal of all component / accessories.
1	Fluorescent light fittings (1x40w, 2x40w etc.)
2	All HPSV/HPMV light fittings including CG box igniter etc 400W fixture
3	All HPSV/HPMV light fittings including CG box igniter etc.at height 6.00 to 12.00mtr.
4	All type Street lights fittings.
5	Aviation light fitting (twin)
D	Miscellaneous works
1	Fault finding/certification like earth leakage/ fault in lighting system etc.
2	11KV line checking

3	Power supply connection & removal for different work of other agency like for welding M/c, grinding M/c, lighting fixtures etc
4	Glanding and termination of power cable up to 300 sq mm size (gland and lugs shall be supplied by GIPCL) one end
5	laying of LT cable 16 /25/35/50/70 sq/mm
6	Erection of 16 /25/35/50/70/300 sq/mm cable termination straight through joint
7	Erection of 16 /25/35/50/70/300 sq/mm cable end termination joint
8	Checking of alignment of dewatering pump set
9	Erection, testing and commissioning of pumps panel
10	High Mast lantern carriage movement (up & down) for gear box maintenance and checking of aviation light and lighting arrestor
11	High Mast Panel checking and 2x400 Watts Lighting Fixtures checking and maintenance.

2.1B The details of tentative jobs for Mangrol Mine for two years effective from date of LOI.

Sr. No.	Item Description
A	General Checking/repair/maintenance of installations
1	1000/630 KVA mobile substation as per CEA regulation 2010 per daily basis
2	25/50 KVA phase-to-phase transformers- . In mines as per CEA 2010
3	Lighting towers in mines
4	Streetlights (Haul Road) – 210 poles
5	30 Meter High-mast lighting tower
B	Maintenance of following items including cleaning, wire tightness, component checking, rectifications/ replacement of component if required etc.
1	1000 KVA Transformer
2	6.6 KV switchgear
3	415 Volt switchgear
4	200 HP pump panel
5	200 HP mine dewatering pump with motor
C	Maintenance /Removal /& Erection of following type of lighting fittings including erection/ removal of all component / accessories.
1	Fluorescent light fittings (1x40w, 2x40w etc.)
2	All HPSV/HPMV light fittings including CG box igniter etc 400W fixture
3	All HPSV/HPMV light fittings including CG box igniter etc. at height 6.00 to 12.00mtr.
4	All type Street lights fittings.
D	Miscellaneous works

1	Fault finding/certification like earth leakage/ fault in lighting system etc.
2	Power supply connection & removal for different work of other agency like for welding M/c, grinding M/c, lighting fixtures etc
3	Glanding & termination of power cable up to 300 sqmm size (gland & lugs shall be supplied by GIPCL) one end
4	Erection of 16 /25/35/50/70/300 sq/mm cable termination srightthought joint
5	Erection of 16 /25/35/50/70/300 sq/mm cable end termination joint
6	Erection, testing & commissioning of pumps panel
7	Checking of alignment of dewatering pump set

2.1C The details of tentative jobs for Valia Mine for two years effective from date of LOI.

A	General Checking /Repair/ Maintenance of installations
1	500 KVA mobile substation as per CEA regulation 2010 per daily basis
2	Capacitor at LT Panel.
3	50 KVA phase-to-phase transformers- . In mines as per CEA 2010
4	Mobile Lighting towers in mines
5	Mines Peripheral Lighting
6	30 Meter High-mast lighting tower
7	Electrical installation at weighbridges
B	Maintenance of following items including cleaning, wire tightness, component checking, rectifications/ replacement of component if required etc.
1	500 KVA Transformer at Valia mine
2	11 KV switchgear at Valia mine
3	415 Volt switchgear at Valia mine
4	AB Switch / DO fuse
5	10A/20A/32 A/63A, 230v/24v metal clad industrial/flame proof type power plug/ switch//MCB/ELCB/timers/spike guard
6	Complete lighting distribution board
7	63/40KVA D.G. Set cleaning work
8	63/40KVA D.G. Set maintenance work
9	63/40KVA D.G. Set panel maintenance work
10	Water cooler/RO plant
11	All type of ceiling fan
12	Exhaust fan light duty(1 PH)
13	DB having Energy meters
C	Maintenance /Removal /& Erection of following type of lighting fittings including erection/ removal of all component / accessories.
1	Fluorescent light fittings (1x40w, 2x40w etc.)
2	All HPSV/HPMV light fittings including CG box igniter etc 400W fixture
3	All HPSV/HPMV light fittings including CG box igniter etc.at height 6.0,12.0,15.0,24.0mtr.
4	All type Street lights fittings.

5	Aviation light fitting (twin)
	Miscellaneous works
1	Fault finding/rectification like earth leakage/ fault in lighting system etc.
2	11KV line checking
3	Glanding and termination of power cable up to 300 sqmm size (gland and lugs shall be supplied by GIPCL) one end
4	laying of LT cable 16 /25/35/50/70 sq/mm
5	Erection of 16 /25/35/50/70/300 sq/mm cable termination straight through joint
6	Erection of 16 /25/35/50/70/300 sq/mm cable end termination joint
7	High Mast lantern carriage movement (up & down) for gear box maintenance and checking of aviation light and lighting arrestor
8	High Mast Panel checking and 2x400 Watts Lighting Fixtures checking and maintenance.

2.2 Other jobs are be required to maintain the electrical installation in healthy conditions.

1. Attending to fault/defects & breakdown jobs etc.
2. Removal / laying of different size power & control cables, their glanding & termination as per requirement.
3. Erection / removal of all the type panels, JB's etc.. including all the accessories as and when required
4. Erection / removal of motors, Transformers, & other electrical equipments including all the accessories as and when required.
5. Providing supply to welding machines and other electrical equipment as & when required
6. All the modification jobs required for electrical installations of mine
7. Other the other job required for healthiness of the electrical installations of mine.

OTHER MISCELLANEOUS JOBS

1. Erection / removal of all the type of lighting fittings including all the accessories as and when required.
2. Erection / removal of all type of receptacles, switches, switch box etc. including all the accessories as and when required.
3. Erection / removal of complete distribution board including internal wiring and cabling.
4. Erection / removal of all type of fans including all the accessories as and when required.
5. Erection / removal of all type of junction boxes, lighting panels and lighting distribution boards including all the accessories as and when required.
6. Erection / removal of all type of lighting transformers / panels including all the accessories as and when required.
7. Erection / removal of 1 Ph & 3 Ph energy meters as and when required.
8. Erection / removal of GI conduits, flexible conduits, PVC rigid conduits, GI chains, flexible conduits, casing capping etc. including all the accessories as and when required.
9. Erection / removal of GI & MS channels, angles and flats for lighting equipments as and when required.
10. Daily area checking for proper illumination and daily area wise lighting status recording and reporting to EIC.

11. Minor civil work, lubrication work etc. for proper lighting system as directed by engineer in-charge.
12. Removal / laying of different size power & control cables, their glanding & termination as per requirement.
13. Providing temporary lighting at various locations as per requirement.
14. Providing supply to welding machines and other electrical equipment as & when required.

1.1 SPECIFIC REQUIREMENT OF CONTRACT

- (A) The contractor shall deploy their manpower for three shift basis (8 hrs) for operation and maintenance of entire electrical installations of each mine. The contractor shall also deploy their manpower for general shift basis (8 hrs) for operation and maintenance of entire electrical installations of each mine.
- Three skilled qualified electrical technicians and one skilled & one semi skilled qualified electrical technician shall be deploy at Vastan and Valia mine and three skilled qualified electrical technicians shall ne deploy in Mangrol mine. The off reliever for Mangrol mine is managed from Vastan mine available technicians.
- Timely completion of all jobs and works shall be the essence of this Contract. Contractor should closely monitor each activities such as preventive maintenance, break down and annual shutdown jobs and complete the jobs as per the time given by and under the supervision of the Engineer-In-charge and shall ensure that sufficient qualified & experience manpower is deployed for the same.
- (B) The contractor has to complete the preventive maintenance (PM) as per the planning schedule and their respective supervisor has to Interact with Engineer In Charge for PTW (Permit to work), work instruction, Return of permit and successful trial run. Contractor must carry out the Preventive maintenance jobs as per the equipment PM check sheet provided by the GIPCL, also after completion of the PM jobs; this duly filled PM check sheet is to be submitted duly signed to Engineer in charge.
- (C) The contractor has to submit daily/monthly reports showing maintenance work carried out spare parts / consumables etc. replaced.
- (D) The Contractor shall provide 03 (Three) pairs of good quality stitched uniform to their Employee deployed at GIPCL, SLPP site once in every year within one month from the date of commencement of contract. Failing in which appropriate penalty will be imposed.
- (E) Communication equipment like mobile phone is to be provided to all Employee. Any change in communication mode/number is to be intimated in writing to engineer in charge
- (F) All the general tools & tacked shall be brought and maintained by contractor. Special tools & tackles and testing /measuring instrument shall be provided by GIPCL. The contractor should ensure that tools are in healthy condition all the time.
- (G) If any equipments or part are found damaged due to negligent / faulty maintenance the equipment cost of such damages shall be recovered from the contractor's monthly bill/retention money/security deposit.
- (H) The contractor shall have to collect the spares, lubricant etc in required quantity duly approved by GIPCL Engineer whenever necessary from GIPCL store / warehouse. Contractor shall have to arrange transportation for above. The cost of transportation will be on contractor's account. The contractor is responsible for safe transportation, handling and storage. If equipment fails due to improper lubrication or intermixing, the cost of such damages shall be recovered from contractor bills. It is

the responsibility of contractor to keep various lubricants separately to avoid intermixing. The failure /defects of equipment due to improper method of maintenance, equipment assembly due to contractor negligence, the losses will be recovered from contractors bills.

- (I) In case of breakdown of equipment, the contractor should work round the clock if required for putting back the equipment in services immediately within minimum time.
- (K) Contractor shall nominate /authorize a person and communicate to the GIPCL in writing as Site in charge & assistant site in charge cum supervisors. They shall co-ordinate with GIPCL engineer and bears overall responsibility of contract. Such persons shall function from site office of contractor at SLPP.
- (L) The decision of the engineer in charge shall be final and binding on the contractor for defining the terms and condition included in this contract.
- (M) Engineer in charge or his authorized representative may do inspection of work at any time. If the work is not found satisfactory, engineer in charge reserves the right to take suitable action.
- (N) Arrangement for lighting at the work spot while carrying out maintenance activities has to be made by the contractor. The contractor has to take prior approval for taking electrical power supply.
- (O) One or more jobs may be required to be done simultaneously and contractor shall mobilize additional resources accordingly.
- (P) Monthly/quarterly reconciliation of material / spares issued by GIPCL to the contractor shall be done and record to be maintained by the contractor. All the scrap generated should be disposed off to the scrap yard or any other designated place as instructed by Engineer In Charge for which no separate payment will be made by GIPCL.
- (Q) **Defect liability period:** The defect liability period for respective job shall be maximum 3 months or the period between the two preventive maintenance frequencies of respective job as applicable or decide by engineer. During defect liability period, if any defect arises in jobs which have been already executed, shall be rectified by the contractor free of cost.
- (R) The contractor has to complete the preventive maintenance (PM) as per the planning schedule and his respective site in charge shall interact with Engineer In charge for execution of the same. However, planning the preventive maintenance jobs will be done solely at the discretion of GIPCL. The preventive maintenance shall be done on all days including Sundays & holidays. No separate charges are payable for working in these days.
- (S) Any job other than the listed jobs in work order shall be executed by the contractor on instruction from GIPCL and payment shall be made to the contractor as per manpower rates in price schedule for unforeseen jobs. No claim/ compensation by contractor shall be entertained by GIPCL towards non-carrying out of preventive maintenance jobs during such period, nor any minimum billing can be guaranteed.
- (T) Price and rates quoted, shall include cost of all consumables, (except free issue materials by GIPCL) labour, supervision, transport, uniform for all workman, taxes, octroi, local taxes and levies if any etc. and any such other costs as are not specifically mentioned herein, but may be incurred by the contractor for the satisfactory and timely completion of the work.
- (U) For planned shutdown contractor should be able to mobilize the required manpower. The information of shutdown in such case shall be more than 3 days. However, if contractor fails to provide required manpower for shutdown /breakdown jobs in time, the preventive maintenance will be deferred by GIPCL during shutdown /major Breakdowns. The payment for the jobs not covered in the preventive/breakdown maintenance price schedules shall be paid as per the man-day rates quoted by the

contractor for that cadre of Employee in the price bid and accepted by GIPCL. No claim/Compensation shall be entertained by GIPCL towards non-carrying out of preventive maintenance during such period. In case of breakdown of equipment, the contractor should work round the clock for putting back the equipment in service immediately within minimum time.

- (V) The contractor should ensure that all the PM activities planned is completed in the same day preferably within normal working hours between 08:30 Hrs to 17:30 Hrs for main plant.
- (X) The frequency of work indicated in the **Price Schedule** for Breakdown Maintenance/Miscellaneous job is tentative and is as per the past experience, repetitions of these are not expected in normal case and no minimum work can be guaranteed. As such payments will be made only for the Breakdown Maintenance /Miscellaneous Jobs carried out. No claim, whatsoever, will be entertained by GIPCL in case the frequency indicated is not carried out.
- (Y) It is necessary that contractor should have computer and printer at his cost at the site office in order to prepare neat daily work reports, material report & monthly billing etc..
- (AA) Contractor should mobilize all resources for efficient & smooth execution of contract within 07 days from the date of issue of Letter of Intent/work order.
- (BB) To ensure reliable operation, only qualified and experienced Employee shall have to be employed. All persons deputed for maintenance work shall be subject to GIPCL approval. GIPCL mines manager issue work permit to particular mines.

1.2 Performance Requirements :-

Following performance is expected from the successful bidder while executing the work:-

- i. The percentage of Preventive maintenance achieved should be more than 95% of the total preventive maintenance planned in the month UNLESS any major breakdown has occurred and the manpower is diverted to attend the breakdown. However the penalty for non achievement of planned P.M. shall be applied on average of strike rate of 3 months, which allows for absorption of unforeseen breakdown & gives opportunity for improvement of strike rate. the threshold of P.M. frequency for application of penalty shall be 95% as per tender terms & conditions.
- ii. All preventive maintenance activities shall be thoroughly supervised by a qualified Engineer and all checklist of preventive maintenance shall be filled in by the Engineer himself. Any defect observed during preventive maintenance but cannot be attended due to genuine reasons shall be mentioned in the checklist. The engineer supervising the job should ensure good quality of the work as per modern practices and should have multidisciplinary approach so as to suggest the possible measures in case certain abnormality is observed by him which may affect the satisfactory operation of equipment in future. It is expected that the engineer supervising the job gives prompt feedback to GIPCL Engineer – in charge regarding any abnormality observed so as to witness the same by him, before equipment box-up.
- iii. The contractor supervisor, supervising the work shall be responsible for ensuring the safety of the Employee and should see that all

Employee use proper safety gears for attending all jobs included in scope of work.

- iv. Contractor's supervisor / technician should ensure the isolation of equipment before starting the work. Work should be done as per standard procedure and check list.
- v. Minor tack welding jobs to suit the requirements of Electrical system to be carried out by Contractor as and when required.
- vi. RA Bill of the preceding month should be submitted by 5th day of the succeeding month.
- vii. Contractor should maintain the discipline at work place and time of reporting of Employee/Engineer for duty to be monitored and needful action to be taken in case of defaults.
- viii. Illumination & welding supply requirements of other maintenance agencies working is to be met timely, so that the maintenance works of the system is not adversely affected to reduce the system availability.
- ix. Power generation being essential services, maintenance activities shall be carried out on all the days including holidays / Sundays. As such, contractor has to deploy man power accordingly. GIPCL is an ISO 9001, ISO 14001, OHSAS 18001 & ISO 50001:2011 (EnMS) certified company, and GIPCL gives extreme importance to maintain these global standards. Contractor shall be required to observe these standards while working with GIPCL. Contractor should ensure that his Employee work in accordance with them

1.5 SCOPE OF CONTRACTOR

1. All tools & tackles, tractors, required vehicles to execute the contract will be in the scope of the contractor. The contractor should ensure for healthiness/working conditions of tools, tackles & vehicles.
2. All safety/PPEs required during work at site are to be arranged by the contractor.
3. Contractor has to depute their qualified, experienced technicians for work execution for day to day work planning & coordination with respective mine Manager/ Engineer-in-charge, to obtain day to day to get daily location wise work assistance by qualified supervisor, etc...

1.6 TO REMEDY DEFECTIVE WORK

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

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

1.7 DAILY DIARY AND PROGRESS REPORT :

A daily diary register will be kept in the ENGINEER'S office. The CONTRACTOR will supply all detailed information every day at 9:00 hours for the day preceding and the diary will be jointly signed by the ENGINEER

E-Tender providing bi-annual rate contract (BRC) of statutory services for repair and maintenance of electrical installations at Vastan, Mangrol and Valia Lignite Opencast Mines for the period of two years and the CONTRACTOR'S representatives, every day in token of its correctness. A works instruction book, serially numbered will also be kept in the ENGINEER'S office and all day to day instructions will be given in that book. The CONTRACTOR'S representative shall report every day to see these instructions and sign them at the bottom in token of his having seen them.

The CONTRACTOR shall supply all information regarding procurement of materials and progress of work, as is required by the ENGINEER for compiling the weekly progress reports. This information shall be supplied by 9:00 hours on every Monday, for the preceding week.

1.4 DISPOSAL OF MATERIAL

- (A) The Contractor must ensure that all the generated scrap, cotton waste, waste oil, tools and tackles are removed from the site immediately and he must ensure cleaning of the site. Further, these items should be disposed off to the scrap yard or any other designated place as instructed by Engineer In Charge. In case of heavy weight items, if required transportation may be arranged by the GIPCL at the discretion of the engineer in charge. If the scrap removal is not done within the stipulated time given by GIPCL Engineer, the scrap will be removed by GIPCL at the Contractor's cost with penalty and it will be deducted in the RA bill.
- (B) Hazardous waste like waste oil and oil/grease soaked cotton waste oil to be collected in separate container and then shift to the designated area as per the instruction of engineer in charge.
- (C) It is the responsibility of site in charge to segregate and remove the scrap from site. Work will be certified by GIPCL engineer only after removal of scrap to the scrap yard.

1.6 TO REMEDY DEFECTIVE WORK

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

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

1.7 Daily/Monthly PROGRESS REPORT :

A daily/monthly diary register will be kept in the ENGINEER'S office. The CONTRACTOR will supply all detailed information every day at 9:00 hours for the day preceding and the diary will be jointly signed by the ENGINEER and the CONTRACTOR'S representatives, every day in token of its correctness. A works instruction book, serially numbered will also be kept in the ENGINEER'S office and all day to day instructions will be given in that book. The CONTRACTOR'S representative shall report every day to see these instructions and sign them at the bottom in token of his having seen them.

The CONTRACTOR shall supply all information regarding procurement of materials and progress of work, as is required by the ENGINEER for compiling the weekly progress reports. This information shall be supplied by 9:00 hours on every Monday, for the preceding week.

2. **PRICE & RATES**

This is SoR based contract and final item rates will be derived by applying Contractor's quoted percentage rate as service charge of contractor on GIPCL's provided SoR item rate of respective package. The item rates so derived shall be inclusive of cost of all labour, uniform charges (three pair per year as per approval), insurance charges including off duty coverage, equipment, all tools & tackles, shifting, safety equipments & PPEs etc. The whole item rates shall be deemed to include for everything mentioned in the specification, all leads & lifts, contractor's overheads & profits for due performance of the work under this contract and such other costs that are not specifically mentioned herein but will be incurred by the contractor for the satisfactory and timely completion of the work. The rates shall also include cost for mobilization / demobilization of manpower, equipments, materials, etc... as per work requirement.

The rates shall be firm for entire contract period and also during extension, if required, and shall not be subject to any escalation except for the escalation provided in the tender, in prices, idle charges for labour, machinery, overhead expenses etc. No price / idle charges shall be due to any reason whatsoever, except as mentioned herein under in clause no. 2.1.

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

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

The value and/or quantum of work may be increased or decreased depending upon day to day requirement. However, item rates remains unchanged and the payment shall be made as per the actual quantity executed as informed & certified by GIPCL representatives

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

The value and/or quantum of work may be increased or decreased depending upon day to day requirement. However, item rates remains unchanged and the payment shall be made as per the actual quantity executed as informed & certified by GIPCL representatives.

2.1 THE TOTAL RATE INCLUDING QUOTED % RATE OF CONTRACTOR,

- ❖ shall include the cost of all tools & tackles, equipments etc as mentioned in bid document, cost of labour, supervision, mobilizing, demolishing, temporary &

- E-Tender providing bi-annual rate contract (BRC) of statutory services for repair and maintenance of electrical installations at Vastan, Mangrol and Valia Lignite Opencast Mines for the period of two years permanent works, local taxes & levies (excluding service tax), duties, uniform charges, EC & off duty coverage policy, safety PPEs, overheads, profit, etc
- ❖ shall include turnover tax of Govt. of Gujarat/India on works contract etc but excluding service tax.
 - ❖ Shall be deemed to cover working in adverse condition as well as supervision.
 - ❖ Shall be final and firm for the entire contract period including extension, if any, and shall not be subjected to any escalation whatsoever. Except for that is provided in the tender.
 - ❖ Compliance of labour laws and other statutory & legal requirements is to be ensured by the contractor.
 - ❖ The contractor will pay to laborers in line with prevailing minimum central Govt. wages.

2.2 VARIATION IN MINIMUM WAGE RATE:

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

- ❖ Prevailing Minimum Wage Rates (MWR) shall be considered only for SoR on last date of bid submission (based on latest (Central Government Notification) and all statutory payment like PF, Bonus and Leave, on prevailing rate notified by the Government of India as per Minimum Wages Act, 1948
- ❖ The labour component considered in SoR = 94.13% of quoted Rates only.
- ❖ The SOR rate shall be escalated as per +/-% revised in minimum wage rate for the labour component only during the contract period.

For Example:

Say 03% increase in MWR from 01.10.2018 (First year of contract period). Escalation in SoR rate from 01.10.2018 shall be calculated at the rate of 3% increases on labour component i.e. 94.13% of SoR rate (i.e. $\text{Revise SoR rate increase by } 0.9413 \times 3\% = 2.82\%$ of current rate of item).

The SOR rate will be escalated as per revision of central minimum wages as mention above.

3. TERMS OF PAYMENT

A. Conditions of Payment:

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

- (i) 100% of monthly RA bill along with 100% taxes shall be released against the work executed duly certified by GIPCL Income Tax (IT) will be deducted at source from monthly RA bills as per the rules in force.
- (ii) Good and Service Tax shall be paid along with bills after fulfillment of following terms.
 - (a) Submission of copy of registration certificate issued by Good and Service Tax Authority (to be furnished only once).
 - (b) Citing the Good and Service Tax Registration no. And the date of issue of registration certificate on invoices.

- (c) Claim of Good and Service Tax amount with percentage (%) separately shown on the invoices.
 - (d) The contractor shall be required to submit the proof of payment of Good and Service Tax of previous month/quarter, as may be applicable as & when demanded by GIPCL/Owner/company.
 - (e) The Bidder shall inform the Owner in the event of its registration certificate is cancelled or discontinued for whatsoever reason.
- (iii) At the time of submission of the first monthly RA Bill, the Contractor shall submit a certificate from Engineer-in-charge regarding availability of tools & tackles, equipments, etc at site. The Contractor shall also furnish the checklist as per ANNEXURE-A enclosed with the Section-F of tender document along with the RA bill of respective month.
 - (iv) The contractor along with monthly RA Bill shall submit copy of P.F. Challan, Xerox copies of wages register of previous month, Xerox copies of attendance sheet of respective month & copy of ECR statement indicating the employee and employer's P.F contribution of previous month with respect of employees employed by him for the contract at GIPCL site.
 - (v) The Contractor shall submit his Final Bill within a period of three months of the expiration or earlier termination of the contract or any extensions that may be granted by GIPCL to the Contractor. GIPCL shall not entertain any bill for any work item after expiration of period of three months.
 - (vi) The Contractor shall include all his claims in the Final Bill submitted by him and accordingly the final bill submitted by the Contractor shall be deemed to be inclusive of all and whatsoever the claims that the Contractor may have from GIPCL. The Contractor shall not be entitled to claim any amounts which are not mentioned in the Final Bill and the Contractor shall be deemed to have waived any claims not mentioned in the Final Bill and shall not be entitled to recover the same from GIPCL subsequent to the submission of the Final Bill on any account and GIPCL shall stand absolved of all its liabilities in respect of any such claims not raised by the Contractor in his Final Bill.

B. Validity and Uniformity of Rates

The schedule of rate shall be valid & **uniform** for the entire Contract Period and shall remain unaltered/firm during the Contract Period, except for the escalation provided in the tender.

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

Contractor shall submit Measurement sheet along with record of work done in the form of report duly signed by contractor /authorized representative of contractor

6. SUBMISSION OF STATUTORY COMPLIANCES WITH EACH BILL

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

- (i) Copy of statutory compliance like labour license if require, wages payment register, EC Policy, PF paid Challan with ECR, etc... along wage certificate pertaining to respective bill period.
- (ii) Notarized Indemnity Bond as per Performa, in case of Final bill.

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

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

8. MOBILIZATION AND EXECUTION

- a) Contractor shall mobilize the extra resources at site within 08 hours from the time the intimation given by GIPCL.
- b) Contractor shall coordinate with the Engineer-in-charge of GIPCL for proper execution of the job.
- c) The tools & trackes required for execution of above jobs will vary from time to time, hence contractor shall mobilize the resources accordingly.

9. QUANTITY OF WORK

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

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

10. GENERAL CONDITIONS OF CONTRACT

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

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

SECTION-E SCHEDULE OF QUANTITIES AND RATES

Price Schedule & Quantities of work for Bi-Annual Rate Contract to providing statutory services for repair and maintenance of electrical installations at Vastan, Mangrol and Valia Lignite Opencast Mines of GIPCL for the period of two years .

Price Schedule & Quantities for Vastan Mine

Sr. No.	Item Description	UoM	Quantity	SOR Rate in Rs.	TOTAL VALUE
A	General Checking /Repair/ Maintenance of installations				
1	1000/500 KVA mobile substation as per CEA regulation 2010 per daily basis	NO	365	2280.51	832386.2
3	50 KVA phase-to-phase transformers- . In mines as per CEA 2010	NO	36	76.02	2736.6
4	Mobile Lighting towers in mines	NO	26	139.44	3625.3
5	Streetlights (Haul Road) (74 poles)	NO	300	76.02	22805.1
6	30 Meter High-mast lighting tower	NO	12	139.44	1673.2
7	Electrical installation at weighbridges	NO	12	139.44	1673.2
B	Maintenance of following items including cleaning, wire tightness, component checking, rectifications/ replacement of component if required etc.				
1	1000 KVA Transformer at Vastan south mine	NO	12	139.44	1673.2
2	11 KV switchgear at Vastan south mine	NO	12	139.44	1673.2
3	415 Volt switchgear at Vastan south mine	NO	18	76.02	1368.3
4	500 KVA Transformer at Limestone mine	NO	12	76.02	912.2
5	415 Volt switchgear at Limestone mine	NO	18	76.02	1368.3
6	AB Switch / DO fuse	NO	40	76.02	3040.7
7	200 HP pump panel	NO	26	139.44	3625.3
8	200 HP mine dewatering pump with motor	NO	26	139.44	3625.3
9	100 HP pump panel	NO	26	139.44	3625.3
10	100 HP mine dewatering pump with motor	NO	26	139.44	3625.3
11	10A/20A/32 A/63A, 230v/24v metal clad industrial/flame proof type power plug/ switch//MCB/ELCB/timers/spike guard	NO	26	139.44	3625.3
12	Complete lighting distribution board	NO	26	139.44	3625.3
13	Water cooler/RO plant	NO	26	139.44	3625.3
14	All type of ceiling fan	NO	26	139.44	3625.3
15	All type of Wall mounted / pedestal Fan	NO	6	139.44	836.6
16	Exhaust fan light duty(1 PH)	NO	12	139.44	1673.2
17	DB having Energy meters	NO	6	139.44	836.6
C	Maintenance /Removal /& Erection of following type of lighting fittings including erection/ removal of all component / accessories.				
1	Fluorescent light fittings (1x40w, 2x40w etc.)	NO	100	139.44	13943.5
2	All HPSV/HPMV light fittings including CG	NO	80	139.44	11154.8

	box ignitor etc 400W fixture				
3	All HPSV/HPMV light fittings including CG box igniter etc. at height 6.00 to 12.00mtr.	NO	48	139.44	6692.9
4	All type Street lights fittings.	NO	48	0.00	0.0
5	Aviation light fitting (twin)	NO	4	139.44	557.7
D	Miscellaneous works				0.0
1	Fault finding/rectification like earth leakage/ fault in lighting system etc.	NO	150	139.44	20915.3
2	11KV line checking	NO	52	139.44	7250.6
3	Power supply connection & removal for different work of other agency like for welding M/c, grinding M/c, lighting fixtures etc	NO	100	139.44	13943.5
4	Glanding and termination of power cable up to 300 sqmm size (gland and lugs shall be supplied by GIPCL) one end	NO	26	76.02	1976.4
5	laying of LT cable 16 /25/35/50/70 sq/mm	Mtr	1000	76.02	76017.0
6	Erection of 16 /25/35/50/70/300 sq/mm cable termination straight through joint	NO	52	76.02	3952.9
7	Erection of 16 /25/35/50/70/300 sq/mm cable end termination joint	NO	52	76.02	3952.9
8	Checking of alignment of dewatering pump set	NO	30	76.02	2280.5
9	Erection, testing and commissioning of pumps panel	NO	28	76.02	2128.5
10	High Mast lantern carriage movement (up & down) for gear box maintenance and checking of aviation light and lighting arrestor	NO	22	139.44	3067.6
11	High Mast Panel checking and 2x400 Watts Lighting Fixtures checking and maintenance.	NO	18	76.02	1368.3
X	Total in Rs.				1076486.8

Price Schedule & Quantities for Mangrol Mine

Sr. No.	Item Description	UoM	Quantity	SOR Rate in Rs	TOTAL VALUE
A	General Checking/repair/maintenance of installations				
1	1000/630 KVA mobile substation as per CEA regulation 2010 per daily basis	Nos.	300	2280.51	684153.0
2	25/50 KVA phase-to-phase transformers- . In mines as per CEA 2010	Nos.	12	152.03	1824.4
3	Lighting towers in mines	Nos.	12	152.03	1824.4
4	Streetlights (Haul Road) – 210 poles	Nos.	30	76.02	2280.5
5	30 Meter High-mast lighting tower	Nos.	2	76.02	152.0
B	Maintenance of following items including cleaning, wire tightness, component checking, rectifications/ replacement of component if required etc.				

E-Tender providing bi-annual rate contract (BRC) of statutory services for repair and maintenance of electrical installations at Vastan, Mangrol and Valia Lignite Opencast Mines for the period of two years

1	1000 KVA Transformer	Nos.	2	152.03	304.1
2	6.6 KV switchgear	Nos.	2	152.03	304.1
3	415 Volt switchgear	Nos.	2	152.03	304.1
4	200 HP pump panel	Nos.	2	152.03	304.1
5	200 HP mine dewatering pump with motor	Nos.	2	152.03	304.1
C	Maintenance /Removal /& Erection of following type of lighting fittings including erection/ removal of all component / accessories.				
1	Fluorescent light fittings (1x40w, 2x40w etc.)	Nos	2	152.03	304.1
2	All HPSV/HPMV light fittings including CG box igniter etc 400W fixture	Nos	2	152.03	304.1
3	All HPSV/HPMV light fittings including CG box igniter etc. at height 6.00 to 12.00mtr.	Nos	2	152.03	304.1
4	All type Street lights fittings.	Nos	2	76.02	152.0
D	Miscellaneous works				
1	Fault finding/rectification like earth leakage/ fault in lighting system etc.	Nos	2	76.02	152.0
2	Power supply connection & removal for different work of other agency like for welding M/c, grinding M/c, lighting fixtures etc	Nos	2	76.02	152.0
3	Glanding & termination of power cable up to 300 sqmm size (gland & lugs shall be supplied by GIPCL) one end	Nos	2	76.02	152.0
4	Erection of 16 /25/35/50/70/300 sq/mm cabel termination straight thought joint	Nos.	2	76.02	152.0
5	Erection of 16 /25/35/50/70/300 sq/mm cabel end termination joint	Nos.	2	76.02	152.0
6	Erection, testing & commissioning of pumps panel	Nos.	2	76.02	152.0
7	Checking of alignment of dewatering pump set	Nos.	2	152.03	304.1
Y	Total in Rs.				694035.2

Price Schedule & Quantities for Valia Mine

Sr. No.	Item Description	UoM	Quantity	SOR Rate in Rs.	TOTAL VALUE
A	General Checking /Repair/ Maintenance of installations				
1	500 KVA mobile substation as per CEA regulation 2010 per daily basis	NO	365	2280.51	832386.2
2	Capacitor at LT Panel.	NO	80	139.44	11154.8
3	50 KVA phase-to-phase transformers- . In mines as per CEA 2010	NO	100	76.02	7601.7
4	Fabricated Lighting towers	NO	100	76.02	7601.7
5	Mines Peripheral Lighting	NO	100	76.02	7601.7
6	30 Meter High-mast lighting tower	NO	100	76.02	7601.7
7	Electrical installation at weighbridges	NO	100	76.017	7601.7

B	Maintenance of following items including cleaning, wire tightness, component checking, rectifications/ replacement of component if required etc.				
1	500 KVA Transformer at valia mine	NO	52	76.02	3952.9
2	11 KV switchgear at Valia mine	NO	120	76.02	9122.0
3	415 Volt switchgear at Valia mine	NO	52	76.02	3952.9
4	AB Switch / DO fuse	NO	52	63.42	3297.7
5	10A/20A/32 A/63A, 230v/24v metal clad industrial/flame proof type power plug/ switch//MCB/ELCB/timers/spike guard	NO	100	139.44	13943.5
6	Complete lighting distribution board	NO	26	63.42	1648.9
7	63/40KVA D.G. Set cleaning work	NO	52	126.84	6595.5
8	63/40KVA D.G. Set maintenance work	NO	24	76.02	1824.4
9	63/40KVA D.G. Set panel maintenance work	NO	24	139.44	3346.4
10	Water cooler/RO plant	NO	24	139.44	3346.4
11	All type of ceiling fan	NO	26	139.44	3625.3
12	Exhaust fan light duty(1 PH)	NO	26	63.42	1648.9
13	DB having Energy meters	NO	12	76.02	912.2
C	Maintenance /Removal /& Erection of following type of lighting fittings including erection/ removal of all component / accessories.				
1	Fluorescent light fittings (1x40w, 2x40w etc.)	NO	50	63.42	3170.9
2	All HPSV/HPMV light fittings including CG box igniter etc 400W fixture	NO	96	63.42	6088.1
3	All HPSV/HPMV light fittings including CG box igniter etc.at height 6.0,12.0,15.0,24.0mtr.	NO	50	76.02	3800.9
4	All type Street lights fittings.	NO	200	139.44	27887.0
5	Aviation light fitting (twin)	NO	4	63.42	253.7
D	Miscellaneous works				
1	Fault finding/rectification like earth leakage/ fault in lighting system etc.	NO	300	76.02	22805.1
2	11KV line checking	NO	54	76.02	4104.9
3	Glanding and termination of power cable up to 300 sqmm size (gland and lugs shall be supplied by GIPCL) one end	NO	50	63.42	3170.9
4	laying of LT cabel 16 /25/35/50/70 sq/mm	NO	2000	63.42	126836.0
5	Erection of 16 /25/35/50/70/300 sq/mm cable termination straight through joint	NO	50	139.44	6971.8
6	Erection of 16 /25/35/50/70/300 sq/mm cable end termination joint	NO	50	139.44	6971.8
7	High Mast lantern carriage movement (up & down) for gear box maintenance and checking of aviation light and lighting arrestor	NO	50	63.42	3170.9
8	High Mast Panel checking and 2x400 Watts Lighting Fixtures checking and maintenance.	NO	50	63.42	3170.9
Z	Total in Rs.				1157169.3

Summary for mine wise SOR.

Mine	Total annual Amount (In Rs.)
Vastan Mine	10,76,486.83
Mangrol Mine	6,94,035.21
Valia Mine	11,57,169.27
Total amount for First year (X+Y+Z)	29,27,691.31
Total amount for second year	29,27,691.31
Grand total for entire Contract Period	58,55,382.62

Note: -

1. The rates shall include all labour cost, equipments, supervision, consumables, tools, tackles, all taxes & duties (excluding service tax).
2. **Quoted %age increase/decrease in the SoR Value of all quantities together by e- tendering process will be equally distributed in all the SoR.**
3. For SOR calculation purpose, considered central minimum wages with effective from 01.10.2017.

My rates are as under. At estimated value

OR _____ %age above the estimated value

OR _____ %age below the estimated value.

SECTION-F

LIST OF ANNEXURES& FORMS

ANNEXURE-A

CHECK LIST FOR PASSING THE BILLS (Bi-ANNUAL MAINTENANCE CONTRACT)

For the month of _____

- Work order/PO no. & contract
1. value : _____
 2. Nature of work : _____
 3. Duration of work order : From _____ to _____
Maxi. No. of manpower per
 4. day : M _____ F _____ Total _____
deployed in the month _____
: Valid up to _____ for _____
 6. Details of W.C. policy
Documents attached for
 7. verification : Wage & attendance sheets Yes/No
for the previous month : PF Challan Yes/No
Documents attached for
 8. verification : Bonus payment
(In case of final bill) Register Yes/No
: Leave wage Register Yes/No
Security deposit / Retention
 9. money : Yes/No. If yes, R. _____
lying with Co.
 18. off-duty coverage insurance : Valid up to _____ for _____
persons

Date: _____

Signature of the contractor
with official stamp.

PROFORMA OF BANK GUARANTEE FOR ORDER PERFORMANCE

(To be Stamped in accordance with Stamp Act)

Ref:

Bank Guarantee No.....

Date

Bank Guarantee Cover period from to

To

M/s. GUJARAT INDUSTRIES POWER COMPANY LTD.

At & Post Nani Naroli

Taluka Mangrol

Dist. Surat

Gujarat-394 110.

Dear Sir,

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

(Name & address of Bank)

having its Head Office at (hereinafter referred to as the "Bank" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors, assigns) do hereby irrevocably guarantee and undertake to pay the Purchaser, on written demand any and all moneys payable by the CONTRACTOR to the extent of (in figures) (in words) as aforesaid at any time up to (days/months/year) **..... without any demur, reservations, contest, recourse or protest and/or without any reference to the CONTRACTOR. Any such demand made by the Purchaser on the bank shall be conclusive and binding notwithstanding any difference between the Purchaser and CONTRACTOR of any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

It shall be conclusive and enough for enforcement of the BANK GUARANTEE on the bank if GUJARAT INDUSTRIES POWER COMPANY LIMITED invokes the BANK GUARANTEE stating only that the default has been committed by the contractor, thus far and no further. The bank undertakes not to revoke this guarantee during its

E-Tender providing bi-annual rate contract (BRC) of statutory services for repair and maintenance of electrical installations at Vastan, Mangrol and Valia Lignite Opencast Mines for the period of two years currency without previous written consent of the purchaser and continue to be enforceable till the Purchaser discharges this guarantee.

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

The Bank also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that the Purchaser may have in relation to the CONTRACTOR's liabilities.

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

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

.....
Signature

Banker's rubber stamp:

Name

Designation with
Bank stamp:

Attorney as per power of
Attorney No.

Dated:

**PROFORMA FOR BANK GUARANTEE FOR EMD
(To be stamped in accordance with Stamp Act)**

Ref

Bank Guarantee No.....

Date

Guarantee cover period: FromTo

To
M/s. Gujarat Industries Power Company Limited
At & Post – Nani Naroli
Taluka: Mangrol
Dist.Surat-394 110

Dear Sirs,

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

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

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

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

We, the Bank at, having our Head Office at (local address) Guarantee and undertake to pay immediately on written demand by Gujarat Industries Power Company Limited (hereinafter called the “Purchaser”)

(In figures) (In words)

..... without any reservation, protest, demur and recourse. Any such demand made by said “Purchaser” shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder. It shall be conclusive and enough for enforcement of Bank Guarantee on the Bank if Purchaser invokes the Bank Guarantee stating only that the default has been committed by the Bidder, thus far and no further.

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

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

.....
(Signature)

.....
(Name)

Designation with Bank

Stamp:

Attorney as per Power of
Attorney No.

Dated

PERFORMA CERTIFICATE

(No claim, No arbitration)

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

Dear Sir,

Subject:_____

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

We hereby confirm with free consent as under:-

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

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

For, M/S._____

Signature, Stamp and date.

LIST OF MINIMUM REQUIRED TOOLS, TACKLES & MEASURING EQUIPMENTS FOR BI-ANNUAL RATE CONTRACT TO PROVIDING STATUARY SERVICES FOR REPAIR AND MAINTENANCE OF ELECTRICAL INSTALLATIONS AT VASTAN, MANGROL AND VALIA LIGNITE OPENCAST MINES OF GIPCL FOR two years effective from date of LOI.

Sr.No.	Items	Quantity
1	Standard tool box containing set of ring & fix spanners (8 to 32), mechanical heavy screw drivers, tubular spanners, align keys set, hammer, cutter, pliers set.	03 sets
2	Taparia make tester, screw driver set and pliers	24 Sets
3	Set of Allen Key 1.5 mm -12 mm	02 sets.
4	Set of Allen Key .5 inch -2 inch	02 sets.
5	Box spanner (8 MM TO 32 MM) SET	02 Sets
6	Hand drill Machine hammer /impact type with all size drill bits FOR METAL & CONCRETE	02 Nos.
7	3D/Jainson make Hydraulic Crimping tools for 16 to 300 sqmm cables	02 Nos
8	Knife for cable insulation cutting	10 Nos
9	Digital Multi meters-3½ Digit 1999 Count with Big Display, Audible Continuity, Diode & hFE Test Any reputed make	02 Nos
10	Clip-on meter – AC up to 2000A	02 Nos
11	Continuity tester	02 Nos
12	Megger 500/1000Volts (Dual range) make MACO or RISHABH/Motwane make (Two hand operated & Two electronic)	03 Nos
13	Earth resistance measurement 0-100 ohm accuracy 5% reputed make	01 Nos.
14	Measuring steel tapes (6 mtr)	04 Nos.
15	Hacksaw frame	04 set.
16	High speed blades HSS (Minimum)	50 Nos.
17	Good Air Blower	02 Nos
18	Big size torch (Three cells) with spare cells providing 03 cells per month per torch.	02 Nos
19	Hall saw cutter set for cable glands hall.(25 sq mm to 300 sq mm)	02 sets.
20	Bag for tools tackles per year	10 nos
21	Discharge Rod 11KV	06 Nos.
22	DO Stick for 11KV	06 Nos
23	Reputed make set of insulated screw drivers	06 Nos.

SCHEDULE OF DEVIATION FROM GENERAL AND TECHNICAL SPECIFICATIONS

All the deviations from the general and technical specifications shall be filled by BIDDER clause by clause in this schedule.

Sr. No	SECTION	CLAUSE NO	AS PER TENDER DOCUMENT	DEVIATION

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

COMPANY SEAL

SIGNATURE

NAME

DESIGNATION

COMPANY

DATE

(To be submitted on Company's Letter Head)

Declaration cum Undertaking for Safety Laws and Regulations Compliance

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

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

Name of Firm :

Signature of Bidder :

Seal of Company :

Name of Bidder :

Designation :

Date :

(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 various locations of stockyards, delivery points and supply routes 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 lignite re-handling scheme particularly with respect to location and situation of the stockyards delivery points and all information about the existing and possible and supply routes for vehicular movement.

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, working conditions of the area, availability of power supply, water supply, men and machinery requirement, availability of land for camp, etc.

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 :

Name of Bidder :

Designation :

Date :

(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 rehandling activities with the help of experienced and qualified Supervisors and shall take full responsibility for safety of all Site operations. 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 :

Name of Bidder :

Designation :

Date :

(To be submitted on Company's Letter Head)

Declaration for Contractual Disputes/ Litigations

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

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

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

Name of Firm :

Signature of Bidder :

Seal of Company :

Name of Bidder :

Designation :

Date :