

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

TENDER DOCUMENT

for

**Rate Contract for Services of Excavator, Dumper, Water
sprinkler and Dozer for revival of bench collapse at Mangrol
Mine and other miscellaneous activities**

from 25-02-2020 to 31-03-2021

at

Mangrol Mine.

Bid No.: SLPP/Mangrol Mine/ Services of Equipments/2019-2020

Table of Contents

Sr. No.	PARTICULARS	PAGE NO.	
		From	To
1.	NOTICE INVITING TENDER (NIT)		
2.	DISCLAIMER		
3.	DEFINITIONS, INTERPRETATIONS ETC.		
4	SECTION – I (BRIEF INTRODUCTION)		
5	SECTION – II (INSTRUCTION TO THE BIDDERS)		
6	SECTION – III (QUALIFYING CRITERIA)		
7	SECTION – IV (SCOPE OF WORK & SPECIAL CONDITIONS OF THE CONTRACT)		
8	SECTION – V (PAYMENT, PROCEDURE FOR MEASUREMENT & CERTIFICATES)		
9	SECTION – VI (SUSPENSION, SUBLETTING, TERMINATION, FORCE-MAJEURE & DISPUTE RESOLUTION)		
10	SECTION – VII (GENERAL CONDITIONS OF THE CONTRACT)		
11	FORMS AND ANNEXURES		
12	PRICE BID		

NOTICE INVITING TENDER

Offers are invited for the Rate Contract for Services of Excavator, Dumper, Water sprinkler and Dozer for revival of bench collapse at Mangrol Mine and other miscellaneous activities from 25-02-2020 to 31-03-2021 at SLPP Power Plant.

- Contract Period: Thirteen and half Months, which may be extended to Three Months, if mutually consented.
- EMD: Rs. 45000.00 (Rupees Forty five Thousand only),
- Tender document fees: Rs. 2000/-
- Last date of submission of entire offer on online: 19/02/2020 up to 17:30 hrs.

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

Gujarat Industries Power Company Limited,
Surat Lignite Power Plant,
At & P.O. Nani Naroli, Taluka Mangrol,
Dist. Surat-394 110, Gujarat
Fax: (02629) 261112

NOTICE INVITING TENDER (NIT)

TENDER NO.: Bid No.: SLPP/Mangrol Mine/ Services of Equipments/2019-2020.

Techno-Commercial Bid & Price Bid are invited from reputed and experienced bidders for Rate Contract for Services of Excavator, Dumper, Water sprinkler and Dozer for revival of bench collapse at Mangrol Mine and other miscellaneous activities from 25-02-2020 to 31-03-2021 at SLPP Power Plant.

Name of work	Rate Contract for Services of Excavator, Dumper, Water sprinkler and Dozer for revival of bench collapse at Mangrol Mine and other miscellaneous activities
Place of work	Mangrol Mine , Surat Lignite Power Plant, Village: Nani Naroli, Taluka: Mangrol, Dist.: Surat – 394110 (Gujarat).
Quantity	The successful bidder will be awarded this contract involving total quantities of various items as mentioned against item descriptions in BOQs.
Contract period	From 25-02-2020 to 31-03-2021.
EMD	Rs. 45000.00 (Rupees Forty five Thousand only), by Demand Draft drawn in favor of Gujarat Industries Power Co. Ltd., payable at SBI – Nani Naroli (Branch Code-013423) or Bank of Baroda – Mosali, Dist – Surat or any other banks payable at Surat or Bank guarantee from Any Nationalised/Govt. Bank or Any one of following Private Banks (ICICI Bank, IDBI Bank, Axis Bank, Kalupur Co-op Bank, HDFC Bank), Commercial Bank (Kotak Mahindra Bank, Yes Bank, Ratnakar Bank, Indusind Bank, Karur Bank, DCB Bank and Cooperative Banks (Kalupur Commercial Bank Ltd, Rajkot Nagrik Sahkari Bank Ltd, Ahmedabad Mercantile Co-operative Bank Limited) in the specified Performa of the bid document.
Cost of tender document / tender fee	Rs. 2,000/- (Rupees Two Thousand Only) by RTGS. The beneficiary details are as follows: Name : GUJARAT INDUSTRIES POWER Co Ltd IFSC Code : SBIN0013423 Account : 33514692834 OR by demand draft drawn in favor of GIPCL payable at SBI - Nani Naroli Branch (Branch Code-013423) or Bank of Baroda - Mosali Branch (Branch Code-BARB0MOSALI) , Dist.: Surat.
Availability of online e-Tender document	On website: https://www.nprocure.com
Downloading of tender document from website	From 04.02.2020 to 19.02.2020 up to 17:30 hrs.
Issue of Corrigendum to document, if required:	As and when required till last date of submission.

Last date of online submission of entire offer	19.02.2020 up to 17:30 hrs. on website: https://www.nprocure.com
Submission of Techno-Commercial (Part-I) Bid in Physical form along with supporting documents at below mentioned address:	On or before 20.02.2020 up to 17:30 hrs at office of Surat Lignite Power Plant, Nani Naroli, Dist. Surat.
Date and time for opening of Price Bid (Part-II):	The date and time of opening of price bids will be intimated to the technically eligible Bidder's at least one day in advance by phone / fax / courier / email.
E-Reverse Auction:	E-Reverse Auction will be conducted and informed by GIPCL to all qualified Bidders.

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

1. Amendment / corrigendum of the bid document, the forms, schedules etc. may be done any time by GIPCL during the period between publication of notice and submission of bid in the web site. The Bidders are required to visit the web site regularly till the last date of online bid submission (**i.e.** 19.02.2020 up to 17:30 hrs).
2. GIPCL reserves the right to reject any or all the offers / bids received without assigning any reason thereof.
3. The Bidders are required to quote the rate strictly as per the terms and conditions mentioned in the bid document. Conditional bid will not be entertained and shall be liable for outright rejection.
4. The Bidders are required to submit their bids on-line in the web site <https://www.nprocure.com>
5. The Bidders are required to submit their bids (Techno-Commercial) in physical form as mentioned in **Clause No. 2.4.1** shall be submitted by the Bidders at the following address:-

Chief General Manager (Mines)
Gujarat Industries Power Company Limited,
Surat Lignite Power Plant,
At & P.O. Nani Naroli, Taluka Mangrol,
Dist. Surat-394 110, Gujarat

DISCLAIMER

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

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

reason whatsoever, this Bid Document and the information contained herein must be kept confidential by such Bidder and its concerned Promoter(s) / wholly owned Subsidiary (ies) and professional advisors, if any at all times.

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

Chief General Manager (Mines)

M/s. Gujarat Industries Power Company Ltd

Surat Lignite Power Plant

At & Po. Nani Naroli,

Taluka Mangrol,

Dist. Surat- 394 110, Gujarat.

Phone: 02629-261087

Email: - cgmminesoffice@gipcl.com

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

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

DEFINITIONS, INTERPRETATIONS ETC.

Definitions:

1. **Authorized Representative(s) and Signatories:** Each Bidder shall designate maximum two persons (“Authorized Representatives and Signatories”) authorized to represent the Bidder in all matters pertaining to its bid. These designated persons should hold the power of attorney duly authorizing them to perform all tasks including but not limited to signing and submitting the bid; to participate in all stages of the Bidding process; to conduct correspondence for and on behalf of the Bidder, and to execute the Bid Agreement and any other documents required to give effect to the outcome of the Bidding process. The original power of attorney, duly notarized, in favor of the Authorized Representatives and Signatories shall be enclosed by the Bidder along with the covering letter.
2. **Bidder:** Bidder means the person or persons, firm, Co-Operative Society or company that has submitted a Bid in response to this document.
3. **Co-Operative Society:** Co-operative Society formed for the purpose including that of Lignite / any mineral transportation work.
4. **Partnership Firm:** In case of a partnership firm the same shall be registered and, each of the partners shall be jointly and severally liable for all liabilities, actions/duties and claims including financial, legal, environmental and technical liabilities on behalf of Bidding Consortium.
5. **Proprietorship entity:** In case of a proprietorship entity, the proprietor shall be responsible for all interactions with GIPCL. However, both Members of the Bidding Consortium shall be jointly and severally liable for all liabilities, actions/duties and claims including financial, legal, environmental and technical liabilities on behalf of Bidding Consortium.
6. **Performance Bank Guarantee/ Security Deposit:** Performance Bank Guarantee shall mean the guarantee to be furnished by the Contractor who is selected based on the Bidding process.
7. **Financial Year:** Financial Year shall mean the 12 month period corresponding to the audited financial statements.
8. **Net Worth:** Net worth is the sum total of paid up capital and free reserves. Free reserves means all reserves credited out of the profits and share premium account but do not include reserves credited out of revaluation of assets, write back of depreciation provisions and amalgamation. Further, any debit balance of profit and loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from Reserves and Surplus. Net worth to be certified by Chartered Accountant.
9. **Turnover:** Turnover is Gross Sales or Gross Revenues, as defined by the Indian Accounting Standards published by the Institute of Chartered Accountants of India.
10. **Qualifying Proposal Requirements:** Qualifying requirements shall mean the requirements set forth in this document for the purpose of evaluation.
11. **“Company” or “GIPCL” or “Management”** shall mean Gujarat Industries Power Company Limited including its successors in office and as signees or its representatives authorized to act on its behalf for the purposes of contract.
12. **“Clause” or “provision”** shall mean the clause and sub clauses of this bid document and/or agreement etc.
13. **“Contractor”** shall mean the person or persons, firm, Co-Operative Society or company, whose bid has been accepted by the GIPCL and shall include his/its/their legal representatives, administrators, successors and assigns.

14. **“Contract Document”** shall mean collectively bid documents, designs, drawings, plans, specifications, agreed variations, if any and other documents constituting the bid and acceptance thereof.
15. **“Completion Certificate”** shall mean the certificate to be issued by the GIPCL when the work/ s have been completed to his satisfaction as per terms of the contract.
16. **“Commencement of work”** shall mean start of work by the contractor as per contract terms to the satisfaction of the GIPCL.
17. **“Letter of Intent” or “Detailed letter of Acceptance” or “Work order”** shall mean intimation by a letter/ fax/E-mail to Bidder that his / their bid has been accepted, in accordance with the provision contained in the letter/fax/E-mail.
18. **“SLPP”** shall mean the Surat Lignite Power plant of M/s Gujarat Industries Power Company Limited located at Nani Naroli in Tal Mangrol, Dist.: Surat.
19. **“Lignite”** means lignite / carbonaceous material with designated quality supplied by Tadkeshwar Lignite Mine of GMDC Ltd.
20. **“Schedule of quantities”** shall mean the quantities of lignite to be transported and as provided in the contract, for execution of the contract.
21. **“Bid” shall mean the bid submitted** by the Bidder against this bid enquiry document for acceptance by the GIPCL.
22. **“Tonne”** shall mean metric tonne (1000 kilograms.)
23. **“Lignite Stockyard”** shall mean lignite stock and includes the lignite, whether stocked separately or otherwise.
24. **“Site / Work In-charge”** shall mean a person authorized by the GIPCL management, who will look after all the activities related with transportation of Lignite/ to this contract.
25. **“Chartered Accountant”**: A Qualified Chartered Accountant being a member of Institute of Chartered Accountant of India(ICAI)

INTERPRETATIONS

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

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

Governing Law

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

SECTION – I

Brief Introduction

1.1 Gujarat Industries Power Company Ltd.:

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

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

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

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

1.2 Location:

The proposed site i.e. Lignite Stockyards and Mining area situated near Mangrol Town of Surat District. This is about 55 kms from the Surat District Head Quarter. The Site can be approached from National Highway (NH-8) connecting Kim Four Road Junction (Kim Char-Rasta), which lies in between Surat and Bharuch. The major road connecting Mangrol and Kim via Tadkeshwar passes through the property.

1.3 Climate:

Climate of the area is subtropical. The annual rainfall recorded during past 15 years ranges between 538.7 mm to 2310 mm. The highest precipitation occurs normally from last week of June to last week of September. The area in general is more or less flat with some minor undulations. The general slope of the area is towards Kim river flowing from the north eastern part. Kim river is a seasonal river which flows in the northwest direction. Normally 245 to 275 days are available for actual working in the non-monsoon period and rest 90 to 120 days is available for actual working in the monsoon period.

1.4 The Contract:

Contractor will be required for deploy Excavator 1 Cu M capacity, Dumper 17 Te carrying capacity, Water sprinkler 12 KL and Dozer 165 HP for revival of bench collapse at Mangrol Mine and other miscellaneous activities to carry out works as directed by Site I/c of GIPCL.

1.5

Description of the Work

Following equipments as mentioned above has to be deployed for revival of Collapse and other miscellaneous activities at Mangrol mine. For undertaking those activities, Excavator (1.00 CuM Capacity), Dumper (17 Te Carrying Capacity), Dozer (165 HP) and Water Sprinkler (12.00 KL) will have to be deployed. **The scopes of work are as follows:**

Following works has to be carried out at Mangrol mines. For undertaking these activities, Excavator (1.00 CuM Capacity), Dumper (17 Te Carrying Capacity), Dozer (165 HP) and Water Sprinkler (12.00 KL), will have to be engaged as per the directives of GIPCL's officials for the below mentioned jobs:

1. Breaking/ filling/ closing of the cracks and crevices with the help of Excavator (1.00 CuM Capacity), Dumper (17 Te Carrying Capacity), Dozer (165 HP) and Water Sprinkler (12.00 KL).
2. Preparation of approach road to the collapse area at different levels of benches.
3. Carpeting of the affected portion of the benches with fly ash.
4. Revival of benches.
5. The compaction of the heaved benches.
6. Preparation of drainage in the disturbed area
7. Fly ash filling and spreading, if required, shall be carried out in the depressions formed as results of collapse in order to avoid any water logging into these areas.
8. Heightening of the peripheral bund/ embankment.
9. Cleaning/ revival of the drains.
10. Dust suppression arrangement at Flyash dumping point as well as transportation roads and other required places.
11. Any other work requiring services of the equipment under the scope as directed by the GIPCL officials.

Scope of works also includes any other work which is required to be carried out by the Excavator (1.00 CuM Capacity), Dumper (17 Te Carrying Capacity), Dozer (165 HP) and Water Sprinkler (12.00 KL), as directed by GIPCL official.

Considering the quantum of the job involved for the period of four months, the tentative estimated quantity for deployment of Excavator (1.00 CuM Capacity), Dumper (17 Te Carrying Capacity), Dozer (165 HP) and Water Sprinkler (12.00 KL) are as below:

Sr No.	Equipment	Capacity	Tentative Working Hours.
1	Excavator	1.00 CuM	1000
2	Dozer	165 HP	250
3	Dumper	17 Te Carrying Capacity	350
4	Water sprinkler	12 KL	2000

1.6

Duration and Quantity of Work

- 1.6.1** The period of contract will be approx. **Thirteen Months (25-02-2020 to 31-03-2021)** including Monsoon Period (July, August & September), which may be extended to Three month .

The total work quantity of required for the below said equipments for the entire contract period are as follows:

Equipment	Tentative working hours
Excavator Ex-200 or similar capacity excavator	1000
Dumper (17 Te capacity) or more	350
Dozer (165 HP) or similar capacity Dozer	250
Water sprinkler 12 KL or more	2000

Further GIPCL reserves the right to increase or decrease the working hours by giving at least a 07 days prior notice in writing. The total work quantity of Excavator, Dumper and Dozer Machine are only indicative/ estimated figures. The actual work quantity of Excavator, Dumper, water sprinkler and Dozer Machine will depend solely on the requirement of the exigency of work at site. The Bidder/ Contractor has agreed and understood that the requirement of work quantity of Excavator, Dumper and Dozer Machine may vary from time to time, to which the Bidders/Contractor shall not have any objection. Accordingly, the Contractor shall not be entitled to any compensation or indemnity on account of increase or decrease in the work quantity hours of Excavator, Dumper and Dozer Machines.

- 1.6.2** The minimum work quantity provided by GIPCL's office and fulfillment of the daily work also, are fundamental obligations of the Contractor and the Contractor is required to strictly adhere to the daily and monthly schedule as well as yearly schedule provided and monitored by GIPCL's Office.

SECTION- II

INSTRUCTION TO THE BIDDERS

2.1 Instruction to Bidders

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

CGM (Mines)	02629-261087	nkpurohit@gipcl.com
AGM (Mine), Vastan	9909925341	nchauhan@gipcl.com

2.2 e-Tendering

2.2.1 e-Tendering

2.2.2 Bid documents are available only in electronic format which Consultant can download free of cost from the websites <http://etender.gipcl.com>

2.2.3 All bids (Techno-Commercial and Price bid) should be submitted online through the web site <http://etender.gipcl.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.

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

1. Tender fee
2. EMD
3. Supporting documents for Technical-Commercial Bid (Part-1)

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

2.2.5 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.

2.2.6 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**.

2.2.7 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.

2.2.8 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).

2.2.9 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.

2.3

Site Visit

The Bidders are advised to visit the proposed work Site after downloading the tender copy from <http://etender.gipcl.com> to study the actual working conditions, before submitting their offer. The Bidders may approach the office of the GIPCL for assistance to examine the Site of works and its surroundings and obtain for themselves, at their own responsibility, all information that may be necessary for preparing the bid and entering into a contract. All costs and liabilities arising out of the Site visit shall be at Bidder's account.

The Bidders shall be deemed to have visited the Site and surroundings, to have satisfied themselves to the working conditions at Site and ascertain for themselves the scope of work and ground situation and the assessment of risks associated with the work whether apparent or inherent to the nature of the work involved in the execution of the work enumerated in the scope of work, if any, availability of material, water, labour, transportation facilities probable Sites for labour accommodation and store, godown, etc. and the extent of lead and lift and other factors involved in the execution of works. **The Bidder shall confirm in writing about their Site visit to CGM (Mines).**

2.4

TWO PART BID SYSTEM:

The Bidder shall prepare the bid document in two parts:

2.4.1 Part – I: Techno-Commercial Bid: Consisting of information in the format i.e. forms A, B, C, D, E, F, G and H along with the financial standing of the Bidder for the past 3 years (2016-17, 2017-18 and 2018-19) are to be submitted on line for eligibility and Qualification criteria as required under SECTION- IV & submission of bid document fee & EMD. The following documents are also required along with **Part – I: Techno-Commercial Bid.**

1. Financial Standing of the Bidder such as for the past 3 years (2016-17, 2017-18 and 2018-19)
 - a. **Profit and Loss Statement, certified by Chartered accountant**
 - b. **Balance Sheet, certified by Chartered accountant**
 - c. **Auditor's Report if applicable**
2. Copy of P.F. Number.
3. Copy of GST Number.
4. Copy of Income Tax Permanent account No (PAN) and TIN/VAT of the firm.
5. Copy of Registration papers of Excavator, Dumper, Dozer and Water Sprinkler readily available with Bidder or should submit the undertaking letter for the deployment of Excavator, Dumper, Dozer and Water Sprinkler similar capacity machine - duly filled in Form C.
6. Copy of the Experience Certificate and Work Orders.
7. **To participate in e-Reverse Auction, bidders have to create e-Auction USER ID on <https://e-auction.nprocure.com> and it is mandatory to submit the same along with physical Technical-Commercial Bid, so that the bidder shall be allowed to participate the e-Reverse Auction.**

The **Techno-Commercial Bid** (Part-I) is to be submitted on line on or before **19/02/2020 not later than 17.30 hrs.** in the format i.e. forms A, B, C, D, E, F, G and H wherein details of document fee and EMD, experience, equipment owned, proof of experience, machinery and equipment owned by the Bidders, information regarding any current litigation in which the Bidder is involved, etc have to be mentioned.

A hard copy of the entire format i.e. forms A, B, C, D, E, F, G and H format, duly filled in, along with document fee in form of DD and EMD in form of DD or BG, Power of authority of the signatory to the Bidder, In case of a Partnership Firm as a Bidder, a certified copy of the Partnership Deed of the Firm and Financial Standing of the Bidder such as for the past 3 years (2016-17, 2017-18 and 2018-19) will be submitted in a separate sealed cover marked **Techno-Commercial Bid, Part- I, Tender No. SLPP/Vastan Mangrol Mine/Services of equipment/19-20** at the office of the **CGM (Mines)** at the address given below, on or before **20/02/2020 not later than 17.30 hrs.** On receipt and verification of the same, the Bidder will be declared qualified for the Price Bid.

The Chief General Manager (Mines)

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

- 2.4.2 Part – II: Price Bid:** Consisting of the price schedule, shall be submitted online through the website <https://nprocure.com> only on or before dated **19/02/2020 by 12:00 hrs** in the prescribed forms **Annexure-B, PRICE BID/SCHEDULE (“PRICE BID”)** only, provided at the end of these bidding documents, without exception. Rates quoted will be **exclusive of GST**.

The rates of remuneration quoted by the Bidder will be including all taxes, duties and levies and shall be firm & fixed for entire contractual period except as provided elsewhere in this bid document.

- 2.4.3** The price bid should be submitted **online** only through the website <https://nprocure.com>. No physical submission of price will be entertained. Also no fax, e-mail, letters will be entertained in this regard.
- 2.4.4** If the EMD is not found in the sealed **Techno-Commercial Bid** cover or if the amount thereof is found short, the bid will not be considered for scrutiny and be liable to be out rightly rejected.
- 2.4.5** GIPCL reserves the right to reject any or all the bids.
- 2.4.6** The **Techno-Commercial Bid** cover should contain an affidavit in original in the prescribed Performa as given in the bid document, duly sworn before a Magistrate/Notary to the effect that all the supporting documents submitted with the bid is genuine and correct. If it is found at any point of time that the said documents were not genuine then in that event the bid will be rejected or contract will be terminated, EMD will be forfeited and the Bidder may be debarred from participating in further/future bidding process.
- 2.4.7** The bid submitted by the Bidder shall be unconditional and unqualified in all respect, other than as may be specifically permitted under this document.
- 2.4.8** Generally, the Selected Bidder shall be the lowest Bidder. The remaining Bidders shall be kept in reserve and may, if required, be invited to match the Bid submitted by the lowest Bidder in case such lowest Bidder withdraws or is not

selected for any other reason. In the event that none of the other Bidders match the Bid of the lowest Bidder, GIPCL may, in its discretion, invite fresh Bids from all Bidders or annul the Bidding Process, as the case may be.

2.4.9 Any bid submitted by a Bidder is not transferable.

2.5 OPENING OF THE BID

The envelope containing **Part I – Techno-Commercial Bid** aspects of the bid will be opened on the scheduled date of opening of the bid, at the office of the GIPCL. The date and time of opening of price bids will be intimated to the technically eligible Bidder's at least three days in advance by phone / fax / courier / email.

2.6 ALL PAGES TO BE INITIALED

1. All signatures in the bid documents shall be dated as well as the pages of all the sections of bid documents shall be initialed at the lower right hand corner and signed wherever specified in the bid papers by the Bidder or by a person holding power of attorney authorizing him/her to sign on behalf of Bidder before submission of the bid. All papers should also bear the stamp of the Bidder.
2. The bid shall contain the registered name, and place of business of person or persons, participating in the bid and shall be signed by the Bidder with usual signature. Partnership Firms shall furnish the full particulars of all the partners and a copy of registered Partnership Deed in the bid. The bid shall be signed either by all the partners or by any one partner duly authorized by all other partners of the firm. Bid by a Corporation/Company, shall furnish full particulars of all Directors and the bid shall be signed by an authorized representative duly authorized as per the Board Resolution or holder of Power of Attorney issued by the functional director in that behalf, to be enclosed with the bid. The bid so signed shall be binding to the person concerned.

2.7 EARNEST MONEY DEPOSIT

2.7.1 The Bidder shall furnish, as part of the bid, Earnest Money Deposit (EMD) / Bid Security for an amount of **Rs. 45000.00 (Rupees Forty five Thousand only)**, Demand Draft drawn in favor of Gujarat Industries Power Co. Ltd., payable at SBI – Nani Naroli (**Branch Code-013423**) or Bank of Baroda – Mosali, Dist – Surat or any other banks payable at Surat or Bank guarantee from Any Nationalised/Govt. Bank or Any one of following Private Banks (ICICI Bank, IDBI Bank, Axis Bank, Kalupur Co-op Bank, HDFC Bank), Commercial Bank (Kotak Mahindra Bank, Yes Bank, Ratnakar Bank, Indusind Bank, Karur Bank, DCB Bank) and Cooperative Banks (Kalupur Commercial Bank Ltd, Rajkot Nagrik Sahkari Bank Ltd and Ahmedabad Mercantile Co-operative Bank Limited), in the specified Performa of the bid document.

2.7.3 The bid securities of unsuccessful Bidder will be returned without interest as promptly as possible, but not later than 30 days after the expiry of the period of bid validity or after receipt of Performance Security Deposit from the Contractor, whichever is earlier.

2.7.4 The bid security of successful Bidder will be returned only when they have signed the agreement and have furnished the required performance security.

2.7.5 The Bid security may be forfeited, if any Bidder withdraws his bid during the period of bid validity or prior to award of contract whichever is earlier. The Bid security may also be forfeited if the Bidder fails to furnish the required performance security after award of the work or if the Contractor refuses to accept the contract for any reason.

2.8 VALIDITY

2.8.1 Bid submitted by Bidder shall remain valid for acceptance **for a period of 120 days**, from last date of submission of Bid. The Bidder shall not during the said

period of four months revoke, cancel and/or withdraw his bid nor shall he make any variation therein. In case of Bidder revoking, cancelling and/or withdrawing his bid or suo-motto varying any term in respect thereof, the earnest money deposited by him along with bid shall stand forfeited.

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

2.9 MODIFICATION AND WITHDRAWAL OF BIDS

The Bidder can modify its bid till the last date of submission, but cannot withdraw it once it has been submitted online.

2.10 GST

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

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

2.11 ADDENDA/CORRIGENDA

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

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

2.12 RIGHTS OF THE GIPCL TO ACCEPT OR REJECT BID

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

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

2.13 SECURITY DEPOSIT

- 2.13.1** Within 07 days of issue of LOI, the Contractor will make payment of security deposit (SD) in the form of Demand Draft drawn in favor of Gujarat Industries Power Co. Ltd., payable at SBI-Nani Naroli (**Branch Code-013423**) or Bank of Baroda-Mosali, Distt-Surat or any Nationalised/ Govt. Bank banks payable at Surat or Bank guarantee from any Nationalised/Govt. Bank or Any one of following Private Banks (ICICI Bank, IDBI Bank, Axis Bank, Kalupur Co-op Bank, HDFC Bank), Commercial Bank (Kotak Mahindra Bank, Yes Bank, Ratnakar Bank, Indusind Bank, Karur Bank and DCB Bank) and Cooperative Banks (Kalupur Commercial Bank Ltd, Rajkot Nagrik Sahkari Bank Ltd and Ahmedabad Mercantile Co-operative Bank Limited) in the specified Performa of the bid document, for an amount of Ten Percent (10%) of above mentioned estimated value of contract.

The BG should be valid for the Contract Period + 3 months (for Claim Lodgment).

- 2.13.3** The entire Security Deposit shall be refunded after three months of the expiry/

successful completion of contract, subject to handing over of possession of work Site, camp Site (if allowed on GIPCL acquired land / lease) provided always that the Contractor has been first paid all the bills including his final bill subject to deductions as are permissible under these terms and all other dues to the GIPCL arising out of this contract, if any, have been fully met by the Contractor and the Contractor has rendered "No claim and No Dues Certificate" to the GIPCL.

2.13.4 The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the GIPCL, should the Contractor either fail to fulfill the contractual obligations or fail to settle in full his dues to the GIPCL. In case of premature termination of the contract, the Security Deposit may be forfeited and the GIPCL will be at liberty to recover the loss suffered by it from the Contractor.

2.13.5 The GIPCL may deduct from the Security Deposit any sum due and any other sum that may be fixed up by the GIPCL as being the amount of loss or losses or damages suffered by it due to delay in performance and/or non-performance and/or partial performance and /or poor performance of any of the terms of the contract.

2.13.6 All compensation or other sums of money payable by the Contractor to GIPCL or recoveries to be made under the terms of this contract may be deducted from any sums which may be due to the Contractor from GIPCL on any account and in the event of the such amount being insufficient the Contractor shall within ten days of such shortfall make good in cash, failing which the balance amount shall be recovered by way of invoking the bank guarantee furnished as security.

2.13.7 In the event of security amount at any time during the currency of the contract falling short of the specified amount, the Contractor shall forth with make good the deficit on demand, so that the total amounts of Security Deposit will not at any time be less than the amount so specified. GIPCL may recover the same by way of additional deductions from bills.

2.13.8 No interest is payable on Security deposit amount.

2.13.9 In case of enhancement of quantum of work due to any reason, the contractor shall furnish additional security amount. This security will be progressively recovered from the payment due to the contractor.

2.13.10 In case, the contractor fails to mobilize required manpower and equipments within 15 (fifteen) days from the date of issue of LOI the amount of security deposit as mentioned under **Clause No. 2.13** may be forfeited at the sole discretion of the company.

2.14 BIDDER TO OBTAIN INFORMATION OF HIS OWN.

2.14.1 The Bidder in quoting the bid shall for all purposes, whatsoever, be deemed to have independently obtained all relevant and necessary information for the purpose of preparing his bid. The Bidder is required to satisfy himself in all respect, before the submission of bid. The information/details given in the bid document are only to describe nature and magnitude of work and are for guidance to the Bidder. No guarantee is extended to Bidder for completeness or accuracy to the details mentioned in the bid document.

2.14.2 The Bidder shall be deemed to have examined the bid document, to have obtained own information in all matters whatsoever that might affect the carrying out of the works at the scheduled rates. Any error or omission or inconsistency in description of work, its details/specification etc. will neither release the contractor from his contractual obligation during currency of contract nor make him eligible to demand any revision of remuneration or compensation. The Contractor shall be deemed to have visited Site and surroundings, to have satisfied himself to the working conditions at the Site, availability of material, water, electric power, labour etc, transportation facilities, road network for transport of lignite and associated issues, probable Sites for labour accommodation and store go-downs

etc., and the extent of lead and lift and all other factors involved in the execution of works, including the work he has to execute at the Site of power plant. The Bidder should be clear that lignite so re-handled shall be used primarily for power generations.

2.15 CLARIFICATIONS OF CONTENTS OF BID DOCUMENTS

- 2.15.1** Any clarification / information provided during the tendering process, if that necessitates, then GIPCL will issue suitable addendum /corrigendum on website of <http://etender.gipcl.com>.
- 2.15.2** GIPCL will not be bound by any verbal clarification or interpretation of the bid documents or of any matter or thing connected with the works to be executed in accordance with the bid documents, which may be made in by any of its employee or representative.
- 2.15.3** Any neglect or failure on the part of the Bidder in obtaining necessary and reliable information or any other matters affecting the contract shall not relieve him from any risks or liabilities or the entire responsibility of completion of the works at the scheduled rates and time in strict accordance with the contract documents.

2.16 EVALUATION OF BIDS

- 2.16.1 EVALUATION OF TECHNO-COMMERCIAL BID:** - The Techno-Commercial bid (Part I) of the Bidders will be evaluated on the basis of Pre-qualification criteria and information available with GIPCL on the performance of Bidder etc. Bidders should be careful in preparing their bid papers for the sufficiency and clarity. Only the shortlisted Bidders will be informed about the date & time of opening of the price bids (Part II).

2.16.2 EVALUATION OF PRICE BID: -

1. Part-II of Bid i.e. The lowest grand total amount for all the four machines shall be considered for deciding the lowest three bidders (minimum) or 50% out of total bidders (rounded to the next higher whole number), whichever is higher for making them eligible for the e-reverse auction.
2. **However, lowest grand total amount for all the four machines combined shall be considered as the base rate which will put up for starting e-Reverse Auction.**
3. e-Reverse auction shall be for reducing the lowest grand total amount for all the four machines combined and the bidders have to reduce their grand total amount for all the four machines combined in decrement of value as decided before start of e-Reverse Auction. After e-Reverse Auction process, L1 bidder shall be decided based on the lowest grand total amount bid for all the four machines combined.
4. Percentage reduction in the estimated value of all machines together by e-reverse auction process will be equally applied to all the equipments i.e. Excavator, Dumper, Dozer and Water Sprinkler i.e. equal percentage in the work component of all the four machines as well as in the diesel component and the diesel component will be adjusted in Litre per Hour accordingly.

Since GIPCL proposes for the Rate Contract for Hiring of Excavator, Dumper, Dozer and Water Sprinkler

- 1) **Excavator (1.00 CuM Capacity).**
- 2) **Dumper (17 Te Carrying Capacity)**
- 3) **Dozer (165 HP)**
- 4) **Water Sprinkler (12.00 KL)**

The Bidders have to carry out all the jobs mentioned in the scope and will quote firm rate in terms of **Rupees per Hour**.

Sr. No.	Description	Estimated Quantity of Working Hours	Unit	Rate in Rs. per Unit	Amount in Lakh Rs.
1	Excavator (1.00 CuM Capacity)				
A	Work Component (Excluding Diesel)	1000	Rs./ Hour		
B (i)	Diesel Component		Litre per Hr		
B (ii)	The average diesel price for immediate last billing cycle of 21 st Nov 2019 to 20 th Dec 2019		Rs. per Litre	69.29	
B=(i x ii)	Diesel Component	1000	Rs./ Hour		
	Sub-Total Rate in Rs./Hour (A + B) and Amount				
2	Dumper (17 Te Carrying Capacity)				
A	Work Component (Excluding Diesel)	350	Rs./ Hour		
B (i)	Diesel Component		Litre per Hr		
B (ii)	The average diesel price for immediate last billing cycle of 21 st Nov 2019 to 20 th Dec 2019		Rs. per Litre	69.29	
B=(i x ii)	Diesel Component	350	Rs./ Hour		
	Sub-Total Rate in Rs./Hour (A + B) and Amount				
3	Dozer (165 HP):				
A	Work Component (Excluding Diesel)	250	Rs./ Hour		
B (i)	Diesel Component		Litre per Hr		
B (ii)	The average diesel price for immediate last billing cycle of 21 st Nov 2019 to 20 th Dec 2019		Rs. per Litre	69.29	
B=(i x ii)	Diesel Component	250	Rs./ Hour		
	Sub-Total Rate in Rs./Hour (A + B) and Amount				
4	Water Sprinkler (12.00 KL)				
A	Work Component (Excluding Diesel)	2000	Rs./ Hour		
B (i)	Diesel Component		Litre per Hr		
B (ii)	The average diesel price for immediate last billing cycle of 21 st Nov 2019 to 20 th Dec 2019		Rs. per Litre	69.29	
B=(i x ii)	Diesel Component	2000	Rs./ Hour		
	Sub-Total Rate in Rs./Hour (A + B) and Amount				
	Grand Total Amount of All the Machines				

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

1. Billing will be based on the quantity of working of hours of each machine separately and the payment shall be made only on the basis working hours of each machines and as per the scope of work.
2. Management reserves the right to accept or overlook or reject any lower rate offered by the Bidder without assigning any reason thereof.
3. The Bidders are required to quote the rates strictly as per the terms and conditions mentioned above. The conditional bid will not be entertained and will be summarily rejected.
4. Rate quoted shall remain valid for 60 days from the date of submission of price bid, which shall have to be extended unconditionally for further maximum of period 60 days, as deemed fit by GIPCL.
5. GST and any other fresh imposition or variation in taxes or payable by the Bidder, shall be reimbursed by GIPCL to the extent levies during the currency of the contract, if applicable and directly related to the services rendered by the Bidder under this contract.

6. The lowest grand total amount for all the four machines shall be considered for deciding the lowest three bidders (minimum) or 50% out of total bidders (rounded to the next higher whole number), whichever is higher for making them eligible for the e-reverse auction. **However, lowest grand total amount for all the four machines combined shall be considered as the base rate which will put up for starting e-Reverse Auction.**
7. Decremental value and duration for the e-Reverse Auction shall be informed to the qualified bidders before start of e-Reverse Auction.
8. e-Reverse auction shall be for reducing the lowest grand total amount for all the four machines combined and the bidders have to reduce their grand total amount for all the four machines combined in decrement of value as decided before start of e-Reverse Auction.
9. After e-Reverse Auction process, L1 bidder shall be decided based on the lowest grand total amount bid for all the four machines combined.
10. Percentage reduction in the estimated value of all machines together by e-reverse auction process will be equally applied to all the equipments i.e. Excavator, Dumper, Dozer and Water Sprinkler Machines i.e. equal percentage in the work component of all the four machines as well as in the diesel component and the diesel component will be adjusted in Litre per Hour accordingly
11. L1 Bidder, declared after the e-Reverse Auction process may be called for negotiation and if required, may be asked by GIPCL for reduction in rates of any of machine, if found quoted unreasonably high.

However, Contractor shall be required to execute actual quantities of working hours as per direction of GIPCL and shall be paid for the actual working hours on the rates awarded.

Further GIPCL reserves the right to increase or decrease the working hours by giving at least a 07 days prior notice in writing. The total work quantity of Excavator, Dumper, Dozer and Water Sprinkler Machines are only indicative/estimated figures. The actual work quantity of Excavator, Dumper, Dozer and Water Sprinkler will depend solely on the requirement of the exigency of work at site. The Bidder/ Contractor has agreed and understood that the requirement of work quantity of Excavator, Dumper, Dozer and Water Sprinkler may vary from time to time, to which the Bidders/Contractor shall not have any objection. Accordingly, the Contractor shall not be entitled to any compensation or indemnity on account of increase or decrease in the work quantity hours of Excavator, Dumper, Dozer and Water Sprinkler.

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

2.17 Escalation: No Escalation other than the diesel escalation will be applicable through the contract period.

1. Work Component:

Escalation will not be considered on work component of all the four machines..

2. Diesel Component:

Escalation will be applicable on awarded diesel component as per actual variation in price of diesel over the base price i.e. Monthly average Price of diesel **at PSU outlet at Nani Naroli** for the period from 21st Nov 2019 to 20th Dec 2019.

GIPCL will work out the simple average out of the revised diesel prices for the billing cycle period i.e. from 21st of previous month to 20th of current month of every month and consider this worked out rate for the purpose of the calculation of Escalation/ Reduction on diesel component for all the four equipments as applicable as mentioned above. No escalation on any other account will be paid or considered by GIPCL.

For the purpose of calculating the diesel price escalation, the base price of diesel has been considered as the average rate of diesel for the period from 21st Nov 2019 to 20th Dec 2019 i.e. Rs 69.29, at **PSU outlet at Nani Naroli**.

2.18 GIPCL reserves the right –

- i. to reject any or all the bids, in part or in full,
- ii. not to accept the lowest bid,
- iii. to increase or decrease the quantity and period of contract.
- iv. not to carry out any part of work,
- v. to reject the bid or terminate the contract, if it is found at any stage that the Bidder / contractor has furnished any wrong / misleading information or forged document along with the bid or subsequently during the period of contract.

2.19 Acceptance of LOI and Payment of Security Deposit

Within 07 days of issue of LoI, the Contractor will make payment of security deposit, as an acceptance of the LoI, in the manner prescribed in **Clause No. 2.13** of Section –II. The failure shall be deemed to be refusal by the Bidder to accept the LOI and amount of EMD will be forfeited and necessary further action may be initiated as may be deemed fit by the management.

2.20 Commencement of Work

2.20.1 Within 07 days of issue of LoI, the Contractor will have to mobilize and start the actual work by deploying Excavator/ Dumper/ Dozer/ Water Sprinkler. In case of failure to commence the work within the stipulated mentioned period the contract may be terminated, at the discretion of GIPCL.

2.20.2 The zero date reckoned for the contract shall be the date of issuance of LOI to the successful Bidder.

2.21 FRAUD AND CORRUPT PRACTICES

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

remedy that may be available to GIPCL herein or otherwise.

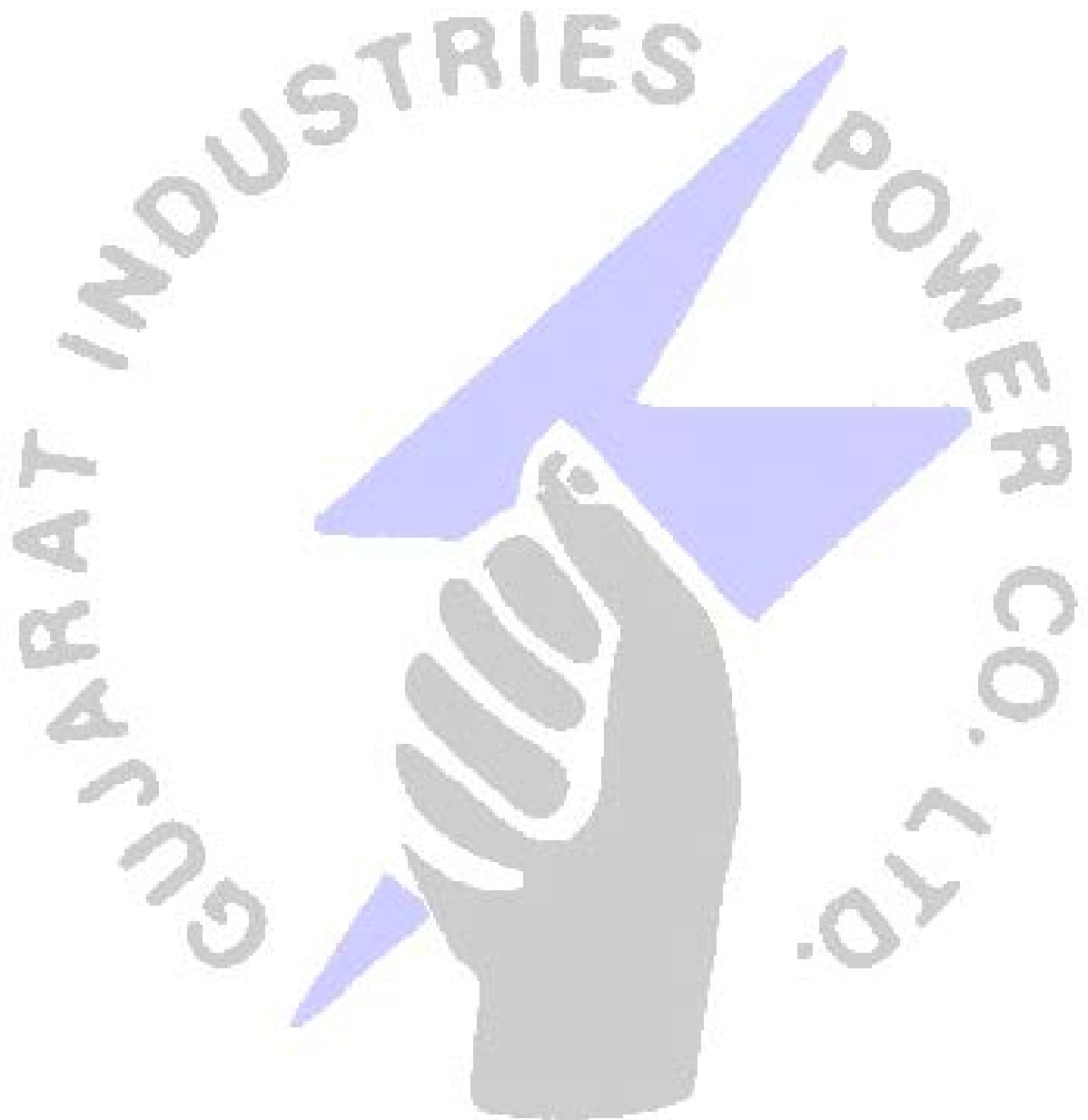
- ii. Without prejudice to the rights of GIPCL hereinabove and the rights and remedies which GIPCL may have under the LOI or the contract, if Bidders/Contractor, is determined by GIPCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the bidding process, or after the issue of the LOI or during the execution of the Contract, the Contract may be liable to termination at the sole discretion of GIPCL, without any liability of compensation or indemnity on the part of GIPCL and that such Bidder/Contractor shall not be eligible to participate in any bid or RFP issued by GIPCL during a period of 2 (two) years from the date such Bidder/Contractor is determined by GIPCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

- iii. For the purposes of this Clause, the following terms shall have the meaning:

- a. “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process and/or during execution of the Contract (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of GIPCL who is or has been associated in any manner, directly or indirectly with the bidding process or the LOI or has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of GIPCL, shall be deemed to constitute influencing the actions of a person connected with the bidding process and/or during the execution of the Contract); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LoI and/or during/after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Contract or the LoI or the up to one month after financial closure, who at any time has been or is a legal, financial or technical adviser of GIPCL in relation to any matter concerning the Bid/ LoI/ Contract;
- b. “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process/ issue of LoI or during the execution of the Contract;
- c. “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property or interest of GIPCL to influence any person’s participation or action in the Bidding Process or impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence actions of any person of GIPCL during the execution of the contract;
- d. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by GIPCL or any other person with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process/ issue of LoI or execution of the Contract; or (ii) having a Conflict of Interest;

and

- e. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders/Contractors with the objective of restricting or manipulating a free and fair competition in the bidding process and/or with the objective of restricting or manipulating lignite supply during execution of the Contract.



SECTION- III

QUALIFYING CRITERIA

3.1 Experience

- 3.1.1** Bidder should possess minimum three years of experience out of last five years and the current FY 2019-20 for providing and deployment of the **Excavator (1.00 CuM Capacity), Dumper (17 Te Carrying Capacity), Dozer (165 HP) and Water Sprinkler (12.00 KL)**. Bidder shall submit necessary evidence for the same like attested copies of work orders along with work completion certificates from clients. The work completion certificate shall comprise of executed hours and value of the work. Bidders should have executed the work directly.

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

3.2 FINANCIAL STANDING OF THE PARTY

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

The Bidder shall have Positive Net Worth as on 31st March, 2018.

The Bidder shall have to fulfill the annual turnover requirement of at least Indian Rupees **23.00 Lakh (Twenty three Lakh)** in all the last 3 (Three) Financial Years (2016-17, 2017-18, 2018-19).

Note:

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

3.3 Acceptance of General Terms and Conditions

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

3.4 Declaration

The Bidder should give a declaration along with the techno-commercial bid that it has not enclosed any conditional offer in the **Form H**.

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

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

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

If Bidder or its Partner(s) or Director(s) is / are/ was in any Litigation(s) or Court Case(s), either completed or under progress during last five (5) years or Black Listed / Deregistered / Stopped or banned from dealing in the past by any Govt, of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations, Bid of that party will be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this

regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage.

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

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

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

3.6 LEGAL COMPLIANCE

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

3.7 CONFLICT OF INTEREST

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

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

SECTION- IV

SCOPE OF WORK & SPECIAL CONDITIONS OF THE CONTRACT

4.1 SCOPE OF WORK:

Following works has to be carried out at Mangrol mines. For undertaking these activities, Excavator (1.00 CuM Capacity), Dumper (17 Te Carrying Capacity), Dozer (165 HP) and Water Sprinkler (12.00 KL), will have to be engaged as per the directives of GIPCL's officials for the below mentioned jobs:

12. Breaking/ filling/ closing of the cracks and crevices with the help of Excavator (1.00 CuM Capacity), Dumper (17 Te Carrying Capacity), Dozer (165 HP) and Water Sprinkler (12.00 KL).
13. Preparation of approach road to the collapse area at different levels of benches.
14. Carpeting of the affected portion of the benches with fly ash.
15. Revival of benches.
16. The compaction of the heaved benches.
17. Preparation of drainage in the disturbed area
18. Fly ash filling and spreading, if required, shall be carried out in the depressions formed as results of collapse in order to avoid any water logging into these areas.
19. Heightening of the peripheral bund/ embankment.
20. Cleaning/ revival of the drains.
21. Dust suppression arrangement at Flyash dumping point as well as transportation roads and other required places.
22. Any other work requiring services of the equipment under the scope as directed by the GIPCL officials.

Scope of works also includes any other work which is required to be carried out by the Excavator (1.00 CuM Capacity), Dumper (17 Te Carrying Capacity), Dozer (165 HP) and Water Sprinkler (12.00 KL), as directed by GIPCL official.

Considering the quantum of the job involved for the period of four months, the tentative estimated quantity for deployment of Excavator (1.00 CuM Capacity), Dumper (17 Te Carrying Capacity), Dozer (165 HP) and Water Sprinkler (12.00 KL) are as below:

Sr No.	Equipment	Capacity	Tentative Working Hours.
1	Excavator	1.00 CuM	1000
2	Dozer	165 HP	250
3	Dumper	17 Te Carrying Capacity	350
4	Water sprinkler	12 KL	2000

4.1.2 Contractor shall mobilize the resources at site within 04 hours time after intimation given by GIPCL.

4.1.3 Contractor shall provide required separate & independent site supervisors who will be responsible for supervision and execution of job in specified time with respect to quality, specifications, site preparations, safety, co ordination with GIPCL, issue of work permits, joint measurements, etc... The supervisors shall coordinate with the Engineer-in-charge of GIPCL for proper execution of the job.

- 4.1.4 The resources required for execution of above jobs will vary from time to time, hence contractor shall mobilize the resources accordingly.

4.2 **Allied & Preparatory Works:**

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

- 1) Electricity & Water at nearest available one point. Further distribution to be done by contractor at their cost.
- 2) Quarter(s) for supervisor/ engineers on chargeable basis in GIPCL's township at discretion of GIPCL if available may be allocated.
- 3) First aid facilities as available on chargeable basis.

Apart from the above, no other facilities shall be provided by GIPCL. **GIPCL shall also conduct an orientation program appraising the workmen regarding the safety norms and measures to be observed during work operations at the site.**

4.3 **Estimated Quantities of Excavator, Dumper and Dozer Hours:**

The period of contract will be approx. Thirteen Months **(25-02-2020 to 31-03-2021)** including Monsoon Period (July, August & September), which may be extended to Three month.

The total work quantity of required for the below said equipments for the entire contract period are as follows:

Equipment	Tentative working hours
Excavator Ex-200 or similar capacity excavator	1000
Dumper (17 Te capacity) or more	350
Dozer (165 HP) or similar capacity Dozer	250
Water sprinkler 12 KL or more	2000

Further GIPCL reserves the right to increase or decrease the working hours by giving at least a 07 days prior notice in writing. The total work quantity of Excavator, Dumper and Dozer Machine are only indicative/ estimated figures. The actual work quantity of Excavator, Dumper and Dozer Machine will depend solely on the requirement of the exigency of work at site. The Bidder/ Contractor has agreed and understood that the requirement of work quantity of Excavator, Dumper and Dozer Machine may vary from time to time, to which the Bidders/Contractor shall not have any objection. Accordingly, the Contractor shall not be entitled to any compensation or indemnity on account of increase or decrease in the work quantity hours of Excavator, Dumper and Dozer Machines. The minimum work quantity provided by GIPCL's office and fulfillment of the daily work also, are fundamental obligations of the Contractor and the Contractor is required to strictly adhere to the daily and monthly schedule as well as yearly schedule provided and monitored by GIPCL's Office.

4.4 **TIME FOR COMPLETION OF THE WORK COVERED BY CONTRACT**

4.4.1 **Time Schedule: -**

The period of contract will be 13 and half Months from the date of issue of LoI. GIPCL reserves the right to extend the original contract period up to three months on the same terms and conditions and this extension will be binding on the contractor. If GIPCL at its sole discretion decides to extend the contract period by one month, after completion of original contract period, it will be done after mutual consent with the contractor, at the same rate, terms and conditions of the

contract.

- 4.4.2** The period of 15 (fifteen) days shall be allowed for mobilization to commence the operations as per scope of work reckoned from the date of issuance of letter of intent.

The work shall be executed strictly as per time schedule by deploying adequate equipments, personnel, equipments, tools and tackles. The total work quantities of Excavator/ Dumper/ Dozer Machine are only indicative/ estimated figures. The actual work quantity of Excavator/ Dumper/ Dozer Machine will depend solely on the requirement of the exigency of work at site. The Bidder/ Contractor has agreed and understood that the requirement of work quantity of Excavator/ Dumper/ Dozer Machine may vary from time to time, to which the Bidders/Contractor shall not have any objection. Accordingly, the Contractor shall not be entitled to any compensation or indemnity on account of increase or decrease in the work quantity hours of Excavator/ Dumper/ Dozer Machine. Further GIPCL reserves the right to increase/decrease the quantity of working hours of Excavator/ Dumper/ Dozer by giving at least a 07 days prior notice in writing.

- 4.4.3** The zero date reckoned for the contract shall be the date of issuance of LOI or work order to the successful Bidder.
- 4.4.4** If the contractor shall desire an extension of time for completion of work on the grounds of his having been unavoidably hindered in its execution or on any other grounds whatsoever, he shall apply in writing to the, GIPCL within 10 (ten) days of the date of the hindrance on account of which he desires such extension as aforesaid, and GIPCL shall if in its opinion which shall be final and binding on the contractor, reasonable grounds exist, authorize such extension of time as may in its opinion be necessary or proper. Whenever such extension is granted by GIPCL this would be without prejudice to GIPCL's right to take appropriate action under this contract and without any additional financial liability on GIPCL.
- 4.4.5** Failure or delay by GIPCL to hand over the Site to the contractor necessary for the executions of the works, or to provide the necessary instructions or any other delay by GIPCL due to any other cause, whatsoever shall in no way affect or vitiate the contract or alter the character thereof or entitle the contractor to claim damages or compensation thereof, provided, however, that GIPCL may at its sole discretion extend the time for completion of the work by such period as it may consider necessary or proper.
- 4.4.6** If the quantity awarded remains unexecuted for any reason whatsoever, at the end of Contract period, GIPCL may at its sole discretion grant such extension of time as it may deem fit for the execution of balance unexecuted working hours or any part thereof on the same rates, terms and conditions of the Contract.
- 4.4.7** If the contractor completes the awarded work quantity before completion of the awarded contract period, GIPCL may its sole discretion award such additional working hours as it may deem fit, at the same rates and same terms and conditions of the contract.

4.5 RIGHT TO REVIEW PERFORMANCE

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

4.6 Risk & Cost:

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

4.7 Mechanization

The contractor shall have to deploy equipment of adequate capacity and adequate number to handle the scope of work.

4.8 Fitness of Heavy Earth Moving Equipments: -

The Contractor will be required to deploy Excavator, Dumper Water sprinkler and Dozer in efficient working condition, not older than 2015 model. The Contractor will be required to maintain adequate competent officials / skilled persons for operation, maintenance, repairs & examinations of machinery. In addition, GIPCL's Engineer or other authorized person, individually or as a joint inspection team, will also examine and verify fitness of these machines. The Contractor will provide full co-operation and help in carrying out these examinations and tests. However, during any such test/ examination, if the Excavator, Dumper and Dozer is found unfit, the Contractor will forthwith withdraw it from operation in mine for necessary repair and maintenance and will not put it back into operation unless it is again examined and certified fit by GIPCL's Engineer or other authorized person. Further, the Contractor will be responsible for substituting the machinery so that works do not suffer.

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

All the equipment to be deployed by the Contractor must be maintained in proper working order and be fitted with all the required safety devices mandated by DGMS and equipped with Safety Appliance as per the CMR 2017/ DGMS Circulars/ recommendations of Mines Safety conferences.

4.9 Accident etc. and responsibilities of contractor: -

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

4.10 Work Personnel

- 1) Contractor shall take all risk Insurance Policy to cover all his workmen/employees, staff applicable under the Employee Compensation Act 1923 or any amendment thereof as also insurance cover for third party liability. The contractor shall keep the OWNER 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 and nature of work.
- 2) Contractor shall also obtain additional off-duty coverage insurance policy for all his workers.
- 3) 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.
- 4) 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, Mines Act – 1952, CMR - 2017, Mines Rules – 1955, Payment of Bonus Act 1965, Employees Provident Fund and Miscellaneous Provision Act 1952, Industrial Dispute Act 1947, Workmen Compensation Act 1923, Payment of Gratuity 1972, Interstate Migrant Workmen Act 1979, Equal Remuneration Act with Rules, Order and Notifications issued/made there under from time to time.
- 5) Records as per the provisions of various statutory Acts will have to be maintained by the contractor and submitted as and when required.
- 6) 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.
 - a. The Contractor shall provide and be responsible for payment of Wages, Salaries, Bonus, Social charges, Insurance, Food, Accommodation, Transport, Medical and Canteen facilities and other statutory privileges and facilities to his personnel as per law/rules/regulations and orders of the Central Government, State Government, Local Authorities or other authorities as are in force from time to time. All employees of the Contractor shall be employee of the Contractor.
 - b. The contractor shall have a valid Labour license obtained from Licensing Authority under the Contract Labor (Regulation & Abolition) Act-1970 at the time of execution of the contract covering all his employees working at SLPP site and furnish the same failing which GIPCL may terminate the contract at its sole discretion.
 - c. 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.
 - d. 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.
 - e. 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.
- f. The Contractor shall not pay less than the Minimum Wages notified by the Gujarat Government from time to time to his employees of corresponding categories.
 - g. The Contractor shall be responsible for payment of overtime wages to his workmen, if any, in case they are required to work beyond the prescribed hours under law as per applicable rates.
 - h. 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.
 - i. The Contractor shall in the event any of his workmen / employee sustains any injury or disablement due to an accident arising out of and in the course of his employment, provide necessary medical treatment and pay compensation as applicable, required under the Employee's Compensation Act, 1923.
 - j. 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.
 - k. The Contractor shall not engage / employ persons below the age of 18 years. Employment of women shall be strictly according to applicable laws.
 - l. GIPCL will have right to deduct and disburse the claims of the individual / parties being a principal employer on any account whatsoever in relation to their employment with the contractor. The Security deposit will be released to the contractor at the end of the contractual tenure subject to an undertaking by the contractor that in the event any of his workmen or the heirs of workmen puts up a claim for recovery of money due to him from the contractor before the appropriate authority under the I.D.Act 1947 or under any other labour 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.
 - m. The contractor shall make payment of wages to his employees on fixed date and should deposit in their Bank Account, 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, along copy of ECR on monthly basis to HR&A dept. for verification and record.
 - n. 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.
 - o. The contractor shall conduct pre-induction and periodic medical checkup of his workmen as per applicable laws.
- 7) The contractor shall be solely responsible for any accident caused to his workers and should adhere to all rules / regulations as per labor laws of Government and other statutory laws as applicable.
- 8) The contractor should register himself under the Contract Labor Act, Employee Compensation Act and PF Act (Code no. to be mentioned) and submit the copy of registration certificate and should possess the same from the date of commencement of work, failing which the contract is liable to be

cancelled. The E.C. Policy copy should be submitted to the GIPCL before commencement of the work and Labor License should be obtained within one week from the date of issue of form-V. Contractor should apply for Form-V immediately after receipt of LOI. A copy of Labour License shall be submitted to GIPCL, HR & A Department.

- 9) Contractor shall have to insure his workmen /supervisors etc. under Group Insurance scheme.
- 10) The Contractor shall be responsible for compliance of all statutory rules, regulation, act enforced from time framed by the government such as Mines Act, CMR, Mines Rules, 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.
- 11) Documentary evidence of deposit of PF paid shall have to be produced by the contractor along with the next bill along with copy of ECR.
- 12) Records as per the provisions of various statutory Acts will have to be maintained by the contractor and submitted as and when required.
- 13) 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.
- 14) 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.
- 15) Contractor shall maintain all register required under the Labour Laws and make the payment as per the Minimum Wages Act to the workers employed by him.
- 16) 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.
- 17) 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.
- 18) 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.
- 19) Contractor shall abide by all the statutory rules and regulations like P.F, Labour Laws etc.
- 20) 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.
- 21) 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.
- 22) Contractor shall indemnify GIPCL from any liabilities arising out of the employment of the manpower.
- 23) 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.

- 24) Contractor shall be responsible for compliance of all statutory rules, regulation, act enforced from time framed by the government such as Factory Act, Mines Act & Rules, Employee Compensation Act, payment of 'Wages Act', Minimum Wages Act', Provident Fund Act, Payment of Bonus Act, Labor Law Act, maternity benefit act in respect of employees engaged by him for the work and shall have to maintain necessary records. In case any amount becomes due to be payable by him to his employees or to the Government under the above rules, regulation, Acts.
- 25) The Contractor shall deploy suitably qualified and sufficient manpower for timely & satisfactorily execution of the works under the contract.
- 26) The Contractor shall deploy sufficient skilled, Semi-skilled and Un-skilled manpower separately to properly complete the job in given/scheduled time.
- 27) The Contractor shall depute its own workmen/labor with proper identification to enter the plant premises after ensuring that the jobs are scheduled.
- 28) At the time of deploying manpower, the Contractor shall strictly comply all the applicable labor laws/Acts norms including but not restricted to the age of the workers, women workers and shall also ensure that a police verification and security check for all the workmen/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.
- 29) The Contractor shall also comply with the safety requirements and provide his workmen/labor with safety equipment like helmets, Safety shoes, masks, gum boots, Ear plug / Ear muf, a uniform and other necessary PPEs for properly undertaking the operations involved under this contract.
- 30) Contractor shall nominate /authorize senior experienced person in writing as Site in charge/Engineer/Supervisor to co-ordinate with GIPCL engineer and who shall bear overall responsibility for performance of the contract. Such person shall remain available at SLPP site. Contractor has to submit the authority letter and documentary proof for the same. who shall co-ordinate with GIPCL's Engineer In - Charge for daily entrusted job.
- 31) The Contractor has to maintain daily records dully 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.
- 32) During execution of the works, one or more jobs may be required to be done simultaneously and the Contractor shall mobilize additional resources accordingly.
- 33) 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.
- 34) Contractor has to deploy Excavator, Dumper, Water sprinkler and Dozer Machines operators on three shift working basis, if required.

4.11

LIABILITY TO PAY COMPENSATION:

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

4.12 Benefit Payable in case of accident occurring outside premises or beyond the course of Employment

The Contractor shall provide an insurance coverage (Medical + Death Benefit) for sum of Rs. 1.00 Lakh to all his workmen/labour deployed at GIPCL-SLPP site for the accident taking place anywhere outside the Company premises or at any place when the workman is not in course of his employment.

SECTION- V

PAYMENT, PROCEDURE FOR MEASUREMENT & CERTIFICATES

5.1 Contractor's Remuneration

- 5.1.1** The Contractor will be eligible to receive its remuneration from GIPCL in respect of the complete work done by it as per scope of work at contracted rates by GIPCL on monthly basis.
- 5.1.2** The Contractor shall submit running account bill for the work executed for a period not less than one calendar month. The running bill shall be signed by the Contractor's authorized representative, Production Manager & the Mine Manager. The bill so prepared and certified will be submitted for payment to the office of the Chief General Manager (Mines). Date of such submission of bill will be 5th day after completion of the calendar month, or the actual date of submission, whichever is later, will be taken into account for considering due date of payment.
- 5.1.3** The Monthly running account bill for the work as mentioned at Annexure-C i.e. PRICE BID/SCHEDULE ("PRICE BID") i.e. **rates in INR per Hour of Ex-200,dozer,dumper Machine** (Which shall include, All Operating and Capital costs including Interest, Depreciation and all other expenses as per Section - IV, Scope of work & special conditions of the contract shall be considered on the monthly performance basis.
- 5.1.4** The contractor will be paid per Hour of EX-200,DOZER,DUMPER Machine.
- 5.1.5** The remuneration to be paid by GIPCL to contractor for the entire work to be done and for performing the obligations of this contract by the contractor shall be ascertained by applying the quoted rates on the work done and payment shall be made accordingly as per bid provisions for the work actually executed and approved by the GIPCL. The sum as ascertained shall constitute the sole and inclusive remuneration to the contractor under the contract and no further or other payment, whatsoever, shall be or become due or payable to the contractor under the contract.
- 5.1.6** The rate of remuneration to the Contractor shall remain firm & fixed for the entire contract period & shall not be subject to change except as mentioned elsewhere in the bid document.
- 5.1.7** **The contractor shall indemnify GIPCL against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation or use on the works of any such articles/ processes or materials, other municipal or local board charges, fees, cess, if levied on materials, equipment or machinery to be brought to Site for use on work, shall be borne by the contractor.**
- 5.1.8** The contractor shall be deemed to have known the nature, scope, magnitude and the extent of the works and material required though the contract documents may not fully and precisely furnish them.
- 5.1.9** The contract rate shall be deemed to include and cover the risk of all possibilities of delay and interference with the contractor's conduct of work which occur from any cause including orders of GIPCL in the exercise of powers and on account of extension of time granted due to various reasons and for all possible or probable cause of delay/s in execution of this work. The contractor shall not be entitled to raise any claim and/ or dispute on account of any rise in the price of oils, lubricants, tyres, tubes, spares and wages etc. on them or any other ground or reasons whatsoever.
- 5.1.10** **Hourly Rates of Excavator, Dumper, Dozer and Water Sprinkler equipments and Escalation thereafter:**
There shall be no review of the awarded hourly rates of Excavator, Dumper,

Dozer and Water Sprinkler equipments payable by GIPCL to the Contractor throughout the term of the contract. All payments by GIPCL shall be in Indian Rupees only. The Bidders have to carry out all these works together.

For the purpose of computation of escalation, rate as awarded shall have **two Components of each Excavator, Dumper, Dozer and Water Sprinkler Machines** are as under:

Sr. No.	Description	Estimated Quantity of Working Hours	Unit	Rate in Rs. per Unit	Amount in Lakh Rs.
1	Excavator (1.00 CuM Capacity)				
A	Work Component (Excluding Diesel)	1000	Rs./ Hour		
B (i)	Diesel Component		Litre per Hr		
B (ii)	The average diesel price for immediate last billing cycle of 21 st Nov 2019 to 20 th Dec 2019		Rs. per Litre	69.29	
B=(i x ii)	Diesel Component	1000	Rs./ Hour		
	Sub-Total Rate in Rs./Hour (A + B) and Amount				
2	Dumper (17 Te Carrying Capacity)				
A	Work Component (Excluding Diesel)	350	Rs./ Hour		
B (i)	Diesel Component		Litre per Hr		
B (ii)	The average diesel price for immediate last billing cycle of 21 st Nov 2019 to 20 th Dec 2019		Rs. per Litre	69.29	
B=(i x ii)	Diesel Component	350	Rs./ Hour		
	Sub-Total Rate in Rs./Hour (A + B) and Amount				
3	Dozer (165 HP):				
A	Work Component (Excluding Diesel)	250	Rs./ Hour		
B (i)	Diesel Component		Litre per Hr		
B (ii)	The average diesel price for immediate last billing cycle of 21 st Nov 2019 to 20 th Dec 2019		Rs. per Litre	69.29	
B=(i x ii)	Diesel Component	250	Rs./ Hour		
	Sub-Total Rate in Rs./Hour (A + B) and Amount				
4	Water Sprinkler (12.00 KL)				
A	Work Component (Excluding Diesel)	2000	Rs./ Hour		
B (i)	Diesel Component		Litre per Hr		
B (ii)	The average diesel price for immediate last billing cycle of 21 st Nov 2019 to 20 th Dec 2019		Rs. per Litre	69.29	
B=(i x ii)	Diesel Component	2000	Rs./ Hour		
	Sub-Total Rate in Rs./Hour (A + B) and Amount				
	Grand Total Amount of All the Machines				

1. Work Component:

Escalation will not be considered on work component of all the four machines..

2. Diesel Component:

Escalation will be applicable on awarded diesel component as per actual variation in price of diesel over the base price i.e. Monthly average Price of diesel at PSU outlet at Nani Naroli of October 2019.

GIPCL will work out the simple average out of the revised diesel prices for the billing cycle (21st of previous month to 20th of the current month) of every month and consider this worked out rate for the purpose of the calculation of Escalation/ Reduction on diesel component for all the four equipments as applicable as mentioned above. No escalation on any other account will be paid or considered by GIPCL.

5.1.10 LIQUIDATED DAMAGES (L.D)

5.1.10.1 The Successful Bidder shall deploy EX-200,DOZER,WATER SPRINKLER, DUMPER Machine along with driver throughout the all shifts. If such step is not taken by the contractor and the work is suffered GIPCL may deduct two times of the amount on hourly basis of contract price for that day for maximum 12 hours per day.

In case successful bidder fails to deploy EX-200,DOZER, WATER SPRINKLER ,DUMPER Machine as above, GIPCL shall arrange to carry out the work through other agency at the cost and risk of successful bidder.

5.1.10.2 In case of any damage of equipment/machinery due to negligence of contractor or any other reasons attributed to contractor the decision of Engineer In Charge regarding the amount of recovery shall be final and binding subject to a maximum of 10% of contract value. Recovery will be affected from the monthly bills and/or retention money/security deposit.

5.1.10.3 If the contractor fails to execute the work as per directions of Engineer (I/c) within the time frame given, GIPCL shall get the work done by third party at the risk & cost of the contractor with 15% additional overhead charges of GIPCL.

5.2 PROCEDURE FOR MEASUREMENT/ BILLING OF WORK IN-PROGRESS.

Measurements shall be in accordance with the unit of measurements specified in schedule of quantity. Payment will be made for actual work done as per certified by Engineer-in-charge. Contractor shall maintain and submit location wise daily EX-200,DOZER.WATER SPRINKLER and DUMPER Machine deployment along it's working hours and manpower details as certified by concern mining official on daily basis. Wherever any dispute regarding mode of measurement arise, the decision of the Engineer-in-charge shall be final and binding to the contractor.

5.3 BILLING AND PAYMENT:

For obtaining running account payment, the contractor will submit bill for the work done in a calendar month as per the methodology given in **clause 5.2**. The monthly bill should be submitted along with following details:

- 1) Measurement sheet along with joint record of work done in the form of joint inspection report duly signed by authorized representative of contractor and GIPCL Engineer.
- 2) Detailed measurement & computation sheets.
- 3) Copy of wage payment sheet of the previous month to employees actually employed by the contractor.
- 4) Documentary evidence of the P.F. amount deducted from the monthly salary of the employees of the contractor actually employed for execution of the contract and submission of this amount along with contractor's contribution to the P.F. Commissioner, for the previous month.
- 5) Documentary evidence of the GST deposited of the previous month.

The GIPCL shall verify the bills & quantity of lignite delivered, to GIPCL Power plant during the month and the admissible amount of the bill of the contractor,

will be paid after making necessary deductions,

- a. Income Tax (TDS) as per the provisions of the Income Tax Act in force,
- b. Amount of LD levied, if any
- c. Cost of other material / services provided.
- d. Recovery against any damages recoverable under the provisions of this tender.

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

5.4 RECEIPT OF PAYMENT

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

5.5 PROVIDENT FUND

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

5.6 WITHHOLDING PAYMENTS TO CONTRACTOR & COMPANY'S LIEN

ON MONEYS DUE TO THE CONTRACTOR.

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

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

5.7 APPLICATION FOR COMPLETION CERTIFICATE

When the contractor fulfills all its obligations under the contract to the satisfaction of GIPCL and subject to terms and conditions of the contract, it shall be eligible to apply for completion certificate. The GIPCL shall formally issue completion certificate within thirty (15) days on receiving application from the contractor, after verifying from the completion documents including measurement record etc. and satisfying himself that the work has been completed in accordance with all the provisions of this contract and as set out in the drawings / map/ specifications etc. and instructions issued to the contractor by GIPCL from time to time. The contractor, after obtaining the completion certificate, is eligible to present the final bill for the works executed by him/it under the contract. The final bill shall be submitted by the contractor within 1 months from the date of physical completion of the work, otherwise, the GIPCL's certificate of the measurement and of total amount payable for the work accordingly shall be final and binding on the contractor.

5.8 COMPLETION CERTIFICATE

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

- i. If the contractor fail to comply with the requirement of this clause on or before the date fixed for the completion of the work, the GIPCL may at the expenses of the Contractor remove surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid and the Contractor shall forthwith pay the amount of all such expenses so incurred and shall have no claim in respect of any such surplus materials as aforesaid except for any sum actually realized by the sale thereof.
- ii. For the purpose of **Clause No. 5.8**, the following documents are required by GIPCL subject to the conditions that the GIPCL for his satisfaction, may ask for any other document for this purpose.
 - a. A certificate to the effect that no outstanding claims/payments are due to the persons employed by the Contractor or his Sub-contractor, if permitted by Company including the statutory payments, which have fallen due.
 - b. A no claim, no dues certificate.
 - c. Proof of depositing P.F.
 - d. Indemnity Bond.
 - e.

5.9 FINAL PAYMENT AND RELEASE:

Immediately on completion of the work, the Contractor shall submit his final bill indicating the gross and net amount payable along with No Claim and no arbitration certificate. On receipt of this, GIPCL shall verify the same, determining the total value of the work done of the contract and after adjusting all the sums already paid to him/it and/due to GIPCL on any account and such further sums as GIPCL is already authorized or required to reserve or retain as per the terms of the contract or otherwise, make over to the contract as his/its final payment. No Claim and no arbitration certificate is required by GIPCL for final payment.

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

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

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

5.10 FINAL CERTIFICATE:

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

SECTION- VI

SUSPENSION, SUBLETTING, TERMINATION, FORCE-MAJEURE & DISPUTE RESOLUTION

6.1 SUB-LETTING OF WORK:

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

6.2 POWER OF ENTRY:

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

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

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

6.3 Suspension of Work:

GIPCL shall have power to suspend the progress of the work any part thereof and may direct the Contractor, in writing to suspend the work, for such period and in such manner as may be specified therein, on account of any default on the part of the third party agency, or for proper execution of the work for reasons other than any default on the part of the Contractor, thereof. In the event of suspension for reason other than any default on the part of the third party agency, extension of time shall be allowed by the GIPCL equal to the period of such suspension.

The work shall, throughout the stipulated period of contract, be carried out with all due diligence on the part of the Contractor. In the event of termination or suspension of the contract, on account of default on the part of the third party agency, as narrated herein before, the security deposit and other dues of this work or any other work done under GIPCL shall be forfeited and brought under the absolute disposal of the GIPCL provided, that the amount so forfeited shall not exceed 10% of the contract value.

6.4 Foreclosure of Contract in full or in Part:

If at any time after acceptance of the tender, GIPCL decides to abandon or reduce the scope of the work for any reason whatsoever GIPCL, shall give notice in writing to that effect to the third party agency. In the event of abandonment/ reduction in the scope of work, GIPCL shall be liable to pay the Contractor at the contract rates, full amount for works executed and measured at site up to the date of such abandonment/ reduction in the work.

The Contractor shall, if required, furnish to GIPCL books of accounts, papers and relevant documents as may be necessary to enable the GIPCL to assess the amount payable. The Contractor shall not have any claim for compensation whatsoever either for abandonment or for reduction in the scope of work, other than those as specified above.

6.5 TERMINATION:

- 1) GIPCL may terminate the contract after due recoveries of pending jobs/damages after giving 15 days' notice to Contractor, if any of the following events occur :—
 - a. Contractor is adjudged as insolvent.
 - b. Contractor has abandoned the contract i.e. Contractor fails to perform the obligations under the contract for a period of One month.
 - c. Contractor fails to proceed with the work with due diligence as per requirements of the contract.
 - d. Any of the licenses, permissions or registrations of Contractor, as required under the applicable laws are discontinued/ cancelled or not renewed in time.
 - e. Contractor has neglected or failed persistently to observe or perform his obligations under the contract or performs unsatisfactorily
 - f. Contractor is found to have acted in breach or violation of any of the safety norms persistently, applicable labour and other laws in relation to the contract and his obligations therein. Contractor commits a breach of the contractual terms and conditions.
- 2) GIPCL shall give a 15 days' notice period to Contractor to rectify the breach, failing which the contract shall stand terminated on the last date of the notice period without requiring any further notice from GIPCL in that behalf.
- 3) Upon such termination, the outstanding dues of Contractor shall be settled subject to the amounts recoverable by GIPCL under the contract from Third Party Agency.
- 4) The SD shall be retained till completion of the defect liability period.

6.6 FORCE MAJEURE:

Force Majeure is herein defined as any cause which is beyond the reasonable control of either party as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance of the contract, such as natural phenomena, including but

not limited to floods, draughts, earthquakes, epidemics, acts of any Government, domestic or foreign, including but not limited to war declared or undeclared, priorities, quarantines, embargoes etc.

1. Either party shall within 07 (Seven) days from the occurrence of such force majeure event, notify the other party in writing of such event.
2. In the event of delay in intimation of occurrence of force majeure event, lasting over 07 (Seven) days, the Contract may be terminated at the sole discretion of GIPCL.
3. For delay arising out of force majeure, the Contractor will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of force majeure and neither GIPCL nor the Contractor shall be liable to pay extra cost (like increase in rates, re-mobilization, advance, idle charges for labour and machineries etc.) Provided it is mutually established that the force majeure conditions did actually exist.
4. The Contractor shall, immediately after the effect of force majeure event is over, intimate to GIPCL in writing and also specify the time period within which normal work shall be resumed by him. With the objective to minimize the loss due to such event the Contractor shall make all reasonable attempts to ensure that the supply of required quantity of lignite to Power Plant is resumed as per the Contract within shortest possible time. Such period shall be ascertained by the Contractor in consultation with GIPCL and the Contractor agrees and undertakes that the decision of GIPCL in this regard shall be final and binding to him.

6.7

INDEMNITY:

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

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

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

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

6.8

Jurisdiction:

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

ARBITRATION

Since the Contractor has agreed and accepted the contract with the knowledge and clear understanding that in the event GIPCL requires substantially less working hours of Excavator/ Dumper/ Dozer on account of any reason beyond its control, then GIPCL is entitled to reduce the quantity of working hours of Excavator/ Dumper/ Dozer including bring an end to the contract by giving reasonable notice of 45 (Forty Five) days in advance, in writing, for which the decision of GIPCL shall be final and binding on the Contractor and that the Contractor agrees and undertakes not to consider this as a ground of dispute referable to the arbitration.

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

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

SECTION- VII

GENERAL CONDITIONS OF THE CONTRACT

7.1 COMPANY NOT LIABLE TO PAY COMPENSATION:

The Contractor agrees and undertakes that he shall have no claim against GIPCL for any business loss, idle charges, compensation upon failure, delay, omission etc. on the part of GIPCL for variation in the quantity of lignite re-handled to be supplied to the Power Plant under the Contract, for any reason beyond reasonable control of GIPCL. GIPCL's decision in the matter shall be final and binding on the Contractor.

7.2 NO CLAIM IF WORK IS ABANDONED OR POSTPONED:

The Contractor agrees and undertakes that he shall have no claim, whatsoever against GIPCL if the total work or any part thereof covered by the contract is postponed to any later date and/or withdrawn in part or total after giving a reasonable notice of 30 (thirty) days in writing, for any reason beyond the reasonable control of GIPCL. GIPCL's decision in this regard shall be final and binding on the Contractor.

7.3 NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK:

If at any time after the commencement of the work, GIPCL for any unavoidable reason, is required not to do the whole work or part thereof as specified in the schedule of work to be carried out, the GIPCL shall give notice in writing of the fact to the contractor, who shall have no claim to any payment or compensation whatsoever on any account or profit or compensation or advantage/s which he might have derived from the execution of the work in full or part, but which he did not derive in consequences of the work not having been carried out. The Contractor agrees and undertakes not to claim for compensation by reason of any alternations having been made in the original specifications, mine plan, drawings, designs parameters and instructions, by GIPCL, which shall result into change in volume or nature of the work as originally contemplated.

7.4 PROTECTION OF WORK:

7.4.1 USE OF COMPLETED PORTIONS: The Contractor agrees and undertakes that he shall not object or refuse for any reason whatsoever, whenever, in the opinion of GIPCL the completed part of work or any part thereof as may be required by GIPCL for its use, then GIPCL may take possession, thereof or use the work or such part thereof at any time.

7.4.2 All necessary repairs and renewals in the work or part thereof shall be at the expenses of the Contractor. The use of GIPCL of the work or part thereof as contemplated in this Clause shall in no case be construed as completion of the work of any part thereof. Such use shall neither relieve the Contractor of any of his obligations/ responsibilities under the contract, nor act as a waiver by GIPCL of the condition thereof. However, if in the opinion of GIPCL the use of the work or part thereof delays the completion of the remainder of the work, GIPCL may grant such extension of time as it may consider reasonable. The decision of GIPCL in the matter shall be final and binding on the Contractor. The Contractor shall not be entitled to claim any cost, charge, expenses, fees, damages, compensation etc. on account of such use by GIPCL.

7.4.3 All the works shall be executed in strict conformity with the provisions of the contract documents and with such explanatory detailed drawings, maps, specifications and instructions as may be issued from time to time to the contractor by the GIPCL whether mentioned in the contract or not. The contractor shall be responsible for ensuring that works throughout are executed in most substantial,

proper and workmanship like manner with the quality of material and workmanship as per the best practices prevailing in the industry, in strict conformity with the specifications, drawings, time schedule, sequence of operation etc. and to the entire satisfaction of the GIPCL.

7.4.4 CO-ORDINATION AND INSPECTION OF WORK:

- 1) The co-ordination and inspection of the day to day work under the contract shall be the responsibility of the GIPCL. The written instructions regarding any particular job will normally be passed on by the Manager or his authorized representative. A register shall be maintained by the Contractor in which the GIPCL after inspection shall write the instructions to be passed by the Manager and these will be countersigned immediately by the Contractor or his/its authorized representative by way of acknowledgement and its due observance in the performance of the work.
- 2) In order to provide for the complete and proper co-ordination of all phases of work during the Contract, the Contractor shall co-operate to the full extent with the other contractors and/ departmental work, working in the area, if any. The Contractor shall confer with GIPCL regarding details pertinent to phases of work which may affect the work to be performed under the contract and shall so schedule and carry out his work in such a manner as to avoid interference with the facilities and the work of other contractor/s and/department , if any.
- 3) The contractor shall submit to GIPCL the reports / records at regular intervals in the prescribed Proforma as approved by the GIPCL from time to time, regarding the state and progress of work, which shall be binding on the contractor.
- 4) If the contractor in the course of execution of the work is required or called upon to dismantle any structure or part thereof, not belonging to the contractor, the materials obtained as a result of such dismantling etc. will be considered as GIPCL's property and will have to be properly handled, stored and stacked by the contractor as per the direction of the GIPCL.
- 5) The GIPCL will have full power and authority to inspect the works at any time in progress and the Contractor shall extend to the GIPCL every facility and assistance, to carry out such inspections. The Contractor shall, at all time during the usual working hours and at all other times of which reasonable notice of the intention of the GIPCL or his representative to visit the works shall have been given to the Contractor, whether himself be present to receive orders and instructions or have a responsible agent duly accredited in writing present for the purpose. Instructions issued/ given to the Contractor's agent shall have the same force as if they had been given to the Contractor himself.
- 6) The Contractor agrees and undertakes to make available to the GIPCL free of cost all necessary instruments and assistance in checking of, setting out of works, and in the checking of any works made/done by the Contractor for the purpose of setting out and taking measurements of works.

7.5 WORK THROUGH OTHER AGENCIES

Upon failure of the contractor, which includes sub-contractor/s, if permitted by company, to comply with the instructions given in accordance with the provisions of this contract, GIPCL retains the right instead of assuming charge of entire work, to place additional labour force, tools, equipment and materials etc on such parts of the work, as GIPCL may deem fit/ decide / designate or also engage another contractor to carry out the work at the cost, risk and consequences of the contractor. In such cases, GIPCL shall deduct from the amount due or which otherwise might become due to the contractor on any account whatsoever, all the costs of such work and materials, etc. plus eighteen per cent additional charge thereon to cover all administrative and supervision charges / expenses and the

contractor agrees and undertake to be bound by such decision of GIPCL without any demur.

7.6 IF THE CONTRACTOR DIES

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

7.7 CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT

- 7.7.1** The Contractor agrees and undertakes to deploy sufficient number of manpower to carry out the work. The Contractor shall maintain and provide records of all his employees including drivers, khalasies etc. entering the mine.

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

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

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

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

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

7.8 NOTICES

7.8.1 SERVICE OF NOTICES ON BIDDER

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

7.8.2 SERVICE OF NOTICES ON GIPCL

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

Chief General Manager (Mines)

Gujarat Industries Power Company Limited.

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

cgmminesoffice@gipcl.com

7.8.3 CHANGE OF ADDRESS

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

7.9 RIGHTS OF VARIOUS INTERESTS

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

7.10 LIENS:

If, at any time, there should be any lien or claim for which GIPCL might have become liable and which is chargeable to the Contractor, GIPCL shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify GIPCL against such lien or claim. If a lien or claim be valid, GIPCL may pay and discharge the same by deducting the amount so paid from any money which may be or may become due and payable to the contractor. If any lien or claim remains unsettled after all payments due to the Contractor are appropriated on the account, the Contractor shall refund or pay to GIPCL all moneys that the latter may be compelled to pay in discharging of such lien or claim including all costs and reasonable expenses thereof. Alternately, company reserves its rights to recover it from the security deposit.

7.11 TAXES:

- 7.11.1** 1) The Contractor shall be responsible for the payment of any and all prevailing contributions, taxes, duties, levies & fees to the Central or State Government or local authorities directly or indirectly applicable to the work under this contract.
- 2) **GST:** As per prevailing laws, Mining activities attract GST and is payable by the Contractor. The bid rates will be exclusive of GST on applicable items. GST will be paid to the Contractor as per prevailing rates and rules to the extent directly related to the services rendered or Goods supplied by the contractor under the said contract and submit GST Return as a documentary proof and contractor will mention the GST amount separately in the invoice/bill along with SAC/HSN Code under GST.
- 3) Any fresh imposition or variation in statutory duties, taxes or levies, made after the last date of submission of bids, will be recovered from/ reimbursed to the Contractor, as the case may be. The reimbursement/ recovery to the Contractor will be made against supporting documents & for only such taxes/duties/levies that are directly applicable to the contract and are applicable/ reflected on his running bills.

- 4) Further any benefit due to statutory changes in the law including taxes/duties/levies shall be pass on GIPCL.
- 5) Bidder shall consider input credit of GST on capital item while quoting rates. Further during contractual period, if any additional input credit available on operational items (for e.g. GST levied on diesel), same shall be passed on to GIPCL.

7.11.2 INSURANCE

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

7.11.3 DAMAGE TO PROPERTY:

The Contractor including his sub-contractor/s, if any, shall be responsible for making good at his/its cost to the satisfaction of GIPCL any loss or any damage to buildings, structures, equipment, installations, properties etc, belonging to GIPCL or being executed or procured or being procured by GIPCL or of other agencies within the premises of GIPCL, if such losses or damages are due to fault and/or negligence or willful acts, omission, and/or any other reason whatsoever of the Contractor and/or his/its sub-contractor/s, their employees, agents, representative etc.

7.11.4 COMPENSATION AND LIABILITY:

- 1) Contractor shall be fully responsible for injury or death of any of your or third party workmen due to any act omission / indiscretion on your part while undertaking the work and contractor shall fully abide by the statutory requirements of the employee's compensation Act. GIPCL shall not be liable for any compensation due to accident, death or injury to any of contractor's workmen or any third party due to negligence, act or omission on your part.
- 2) In case of an accident in respect of which Employee Compensation Act or Motor Vehicles Act, Fatal Accident Act or Mines Act etc. applies it shall be lawful for the GIPCL to retain out of money due and payable to the contractor, such sum or sums of money due to and payable to the contractor, till such time the final decision of GIPCL is arrived.
- 3) GIPCL shall not be liable for or in respect of any damages or compensation payable as per law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contractor or any of his/its sub-contractor or third party etc. and the Contractor shall indemnify and keep indemnified GIPCL against all such injury, damages and compensation and against all claims, demands, proceedings, costs, charges and expenses, whatsoever in respect of or in relation thereto.
- 4) On the occurrence of any accident resulting in death or bodily injury to a workmen employed by the Contractor, the Contractor shall be liable for intimating immediately of happening of such accident/s in writing to the GIPCL, the fact of such accident. The contractor shall indemnify GIPCL, against all claims/ compensation, loss or damage sustained by GIPCL resulting directly or indirectly from his/its failure to give intimation in the matter aforesaid, including the penalties of fines, if any, payable by GIPCL as consequences of Employee Compensation Act, Fatal Accident Act, Motor

Vehicle Act, Mines Act or otherwise to conform to the provisions of the said Act/s in regard to such accident.

- 5) The contractor should get his employees insured against Employee Compensation Act and proof of such insurance cover to be submitted to Company at the time of starting of work. If the contractor fails to take such insurance cover and submit proof thereof and if any liability occurs, then any compensation etc. shall be at the risk & cost of the contractor only and Company shall recover the amount from the contractor's bills/Security Deposit.

7.12 LABOUR LAWS AND SAFETY REGULATIONS:

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

7.12.2 The Contractor at all times shall observe and comply with all laws, ordinance and regulations and orders and decrees of competent courts or tribunals or statutory bodies having jurisdiction, and shall protect and indemnify and keep indemnified GIPCL its employees against any claim or liability arising from or based on the violation of any such law, ordinance regulation order or decree etc, whether by himself or their employees or vendors, etc.

7.12.3 The Contractor shall also be bound to give all notices necessary and incidental to the due and lawful execution of the work and of all operations covered by the contract and as may be required by the laws, ordinance, regulation, orders, rules and decrees as aforesaid.

7.12.4 The Contractor will make payments to the labourers engaged on paid holidays declared by GIPCL from time to time as per prevailing rule and provisions of the Act.

7.12.5 PUBLIC SAFETY & OTHER PROPERTY:

The Contractor shall conduct his/its operations so as not to close or obstruct any portion of any road, water, electrical installation or any other properties until written permission therefore have been obtained from the proper public authorities. If any of the above are, required to be kept open or shall be rendered unsafe by the Contractor's operations, the Contractor shall, at his/its own expense execute such works and provide such temporary guards, lights and other signals as will be acceptable to the concerned authorities including the GIPCL.

7.12.6 SAFETY, SANITARY & MEDICAL FACILITIES:

- 1) The Contractor and/or his/its sub-contractor and their employees, at Contractor's cost, shall fully comply with the safety rules, regulations or statutory directions and provide sanitary and medical facilities, prescribed by law or as may from time to time be prescribed by the GIPCL with the object of securing the safety and health of the employees and the local community, in case of violation or non-observance of any of the aforesaid provisions by the Contractor the same shall be enforced by the GIPCL at the Contractor's expenses.
- 2) The Contractor shall be responsible for the safety and discipline of his/its employees in all faces of the work and shall provide at his/its cost and enforce the use of safety boots, guards, helmets, goggles, torch, florescent jackets and

other safety devices etc. that may be required by the Acts & Rules & Regulations for the time being in force, or will come in force during the pendency of contract. The Contractor shall promptly and immediately report serious accidents to any of his/its employees to the GIPCL and shall make at his/its cost immediate arrangements to render all possible medical and other assistance to such affected employees.

- 3) All portions of the work shall be maintained in neat, clean and sanitary condition at all times. The Contractor shall provide urinals & toilets for the use of the employees at the work Site at his/its cost.
- 4) The Contractor shall comply with all laws whether now in force or which may come into force hereinafter covering employment and safety of labour and in particular with the provisions of the payment of Wages Act, 1936, the Employee Compensation Act, 1923, Contract Labour (Abolition and Regulation) Act, 1970, Payment of Bonus Act, 1965, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act, 1972, Fatal Accident Act, Motor Vehicles Act, 1939, Apprentice Act, Industrial Dispute Act, 1947, Standing Orders Act, 1946, Electricity Act, 1910 etc. and the rules and regulations framed under the said Acts. If any amount becomes payable by GIPCL as a result of any claim or application in terms of the provisions of the said Acts and Rules, Regulations, Orders made there under, such amount shall be payable by the contractor and be recovered.
- 5) The Contractor shall be allowed to commence work only on production of requisite license as required under the Contract Labour (Regulation & Abolition) Act, 1970.
- 6) All persons engaged by the Contractor in connection with the performance of the contract shall be employees of the Contractor and no claim shall lie against GIPCL in respect of delay, deduction and non-payment of wages and/or remuneration/compensation by the Contractor or on any account and lapse or failure of the Contractor or his/its sub-contractor/s in the discharge of his/its obligations to his/its employees.

7.12.7 GENERAL SAFETY CLAUSES:

- 1) The Contractor shall observe and comply, with regard to his workmen working at the SLPP site, the safety norms as per the safety operating standards.
- 2) The Contractor shall ensure that his workmen are informed and trained regarding the safety standards to be adopted while operating within the SLPP Plant & Mines premises and the Contractor shall brief them regarding the same and use of the Personal Protective Equipment ('PPE').
- 3) The Contractor shall issue safety shoes and safety helmet of IS standard to all his workmen immediately on execution of the work and the contractor shall ensure that his workmen wears the protective equipments at all times during the work operation. Brand name for safety shoe & safety helmet shall be suggested by safety representative of SLPP site.
- 4) Other safety gears like ear plug, dust mask, hand gloves, safety goggles, gum boots, full body safety uniform and belts, safety net etc. shall be issued and used as per the job requirements. Safety helmet shall be of YELLOW COLOUR ONLY. Contractor will procure safety shoes & safety helmet from a reputed company with at least 12 months' guarantee and shall produce the guarantee certificate and IS standard certificate to the safety department. Contractor should purchase safety shoes of reputed brands. Safety shoes will be issued every year. IS certificate and guarantee certificate must be obtained from the vendor and submitted to the Safety department. Safety shoes should be heat, water, oil and chemical resistant, having an anti-slippery sole of 15298- 2002 make.

- 5) It is the duty of contractor to ensure that his workmen are wearing required PPEs as per work requirement. Contractor should ensure that their workers are wearing Safety helmet, safety shoes, dust mask, goggles, ear plug etc. at all times when they are at work throughout the contract period. The contractor has to maintain the PPE issues register with signature of workmen.
- 6) Contractor will reissue these PPEs in case of damage or misplacement of the same. Replacement shall be made immediately.
- 7) The contractor shall be responsible for providing first aid or emergency medical help and treatment to his workmen in the event of any accident or injury.
- 8) If it is observed that contractor is not issuing required PPEs timely and that of required quality, GIPCL will issue the required PPEs to contract workers and back charge the same with 25% overhead charges of GIPCL.
- 9) All lifting tools and tackles shall be of reputed make having International manufacturing standard and shall be maintained in proper and workable condition.
- 10) The Contractor shall nominate one Safety Officer with required qualification for supervising the daily job for observing and maintaining the safety aspects at site. He is solely responsible for any safety measures during maintenance work. He has to ensure that all the workmen working at site are equipped with essential PPE's and proper safety arrangement is made at the SLPP site.
- 11) After mobilization of any tools & tackles to site, which includes chain pulley blocks, D-shackles, wire ropes, winch machines, Mobile crane, Hydra etc. shall be offered for inspection with all above statutory test certificate before using at site for any work. They should use all tools and tackles only after certification by GIPCL representative/safety officer.
- 12) When working at height, working on ceiling or roof covered with fragile materials, full body harness safety belt, ladders and crawling boards shall be used to prevent accident. Further, during working on height, contractor should arrange proper scaffolding of still pipes, safety net, full body safety belt, fall arrestor system etc. Advice and instructions of engineer in charge/ safety in charge shall be strictly complied with in this regard. All necessary safety precautions shall be taken by the contractor to prevent accident and personnel injuries while working on height.
- 13) All vehicles shall be operated by licensed drivers only. All vehicles' PUC to be tested as per Government approved RTO guidelines. All Vehicles must be parked in Parking space designated by GIPCL. If any vehicle is found inside the plant premises other than the parking area such vehicles shall be handed over to Security dept. and their entry shall be cancelled for movement inside the plant premises with immediate effect.
- 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 SLPP site.
- 15) Major AMC / ARC contractor (Where the man power strength is more than 50 and above) should appoint / nominate one qualified safety officer and he shall be responsible for addressing all the safety related aspects of execution of contract jobs and he will in close co ordination with safety officer of SLPP and attend all safety related meeting such as safety committee, on job safety training etc. Where the contractual man power is less than 50, the site in charge of the contractor will act as a safety officer and he will perform all the duties of safety officer as mentioned above.
- 16) No loose connection / joints allowed in electrical cables during performance of

any kind of job.

- 17) All the vehicles shall be fit as per RTO guidelines and valid fitness certificate is required as per RTO guidelines.
- 18) The Contractor's nominated safety officer shall be imparted regular on-job safety training like tool-box talk etc. and submit a record of such training in safety dept, respective dept and HR&A dept.
- 19) The Contractor shall comply all the new requirements related with safety as informed by the Safety department from time to time.
- 20) Penalty to be imposed for Violation of safety norms is proposed as follows:-
 - a. The Contractor & Contract workmen shall strictly adhere to Safety standards / Guidelines as per practices. The list provided below is an indicative list to explain the principles behind safety practice.
 - b. If the contract workmen fail to comply with safety standards as per category A, B & C below, penalty shall be levied on the contractor as per the table mentioned below

Category	Classification	Examples / Cases	Penalty
A	PPEs Related	Working without helmet, shoes, safety belt, gloves etc	Rs. 100 /- per instant.
B	Unsafe Practices	Breach of safe practices by a particular person repeatedly for three times.	Suspend the entry gate pass for one week. After two suspensions his gate pass will be cancelled.

Penalty so levied against the contractors and company employees will be used during the observation of National Safety Day/Mine Safety Week.

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

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.

7.12.8 FIRE PREVENTION:

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

7.12.9 GENERAL TERMS AND CONDITIONS:

- 1) All tools & tackles, labors, equipments, vehicles, tractors, etc... to execute the contract are in the scope of the contractor. The contractor should ensure that tools & equipments are in healthy condition.
- 2) The decision of the Engineer-in-charge shall be final and binding on the contractor for defining the terms and condition included in this contract. If the work is not found satisfactory, Engineer-in-charge reserves the right to take suitable action.
- 3) They shall co-ordinate with GIPCL engineer and shall bear overall responsibility of contract including joint measurement, billing etc. Such person shall function from site office of contractor at SLPP.
- 4) Contractor shall also nominate one safety supervisor at site and shall submit nomination of safety supervisor in writing before commencement of contract. Safety supervisor shall arrange small safety talk on every day morning or whenever required with all workers working under this contract. He shall coordinate with concern department's Engineer-in-charge on daily basis and report daily observations, tool-box talk records etc. The work shall not be allowed without deploying safety supervisor and a penalty equal to Rs. 1,000/- per day absent of safety supervisor shall be levied from Contractor.
- 5) Contractor shall strictly follow the existing work permit system of the GIPCL and any future revisions.
- 6) The contractor has to take EC insurance policy for their workmen. The contractor has to submit labor license and PF account number to the Engineer-in-charge before start the work.
- 7) 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.
- 8) 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.
- 9) 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.
- 10) The prices / item rates quoted shall remain firm except diesel escalation given in clause no 2.17 till completion of the contract and any agreed extensions thereafter and shall not be subject to any escalation (only 5% escalation in the item rate will be considered for second year), idle charges for labor, machinery, overhead expenses etc... due to any reason whatsoever. No price escalation / idle charges shall be entertained due to delay in work on unavailability of work front, non-issue of work permit, holding of work permit for any reason, unavailability of contractor's supervisor, unavailability of contractor's safety

supervisor, violation of safety rules, unsafe act by any of contractor's worker, negligence & ignorance of safety & quality instructions of GIPCL Engineer-in-charge or any other reason whatsoever.

- 11) 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/or termination of contract.
- 12) One or more jobs may be required to be done simultaneously and contractor shall mobilize additional resources accordingly.
- 13) 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.
- 14) The contractor has to complete the works 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.
- 15) The contractor has to submit daily reports showing work carried out with details of available manpower, Machine etc.
- 16) 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.
- 17) 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.
- 18) 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.
- 19) GIPCL is an ISO 9001, ISO 14001, OHSAS 18001 & ISO 50001:2011 (EnMS) certified company, and GIPCL gives extreme importance to maintain these global standards. Contractor shall be required to observe these standards while working with GIPCL. Contractor should ensure that his workmen/labour work in accordance with them.
- 20) The successful Bidder shall provide & follow the following conditions;
 - a. All Machines to execute the contract are in the scope of the contractor. The contractor should ensure that are in healthy condition.
 - b. Contractor should be able to arrange required resources during case of emergencies within **eight** hrs.
 - c. The contractor should work round the clock.

- d. Contractor shall nominate /authorize a person and communicate to the GIPCL in writing as Site-in-charge. He shall co-ordinate with GIPCL engineer and shall bear overall responsibility of contract.
- e. The Successful Bidder shall provide and deploy at the Site key personnel (i.e. Machine's Driver/Operator and cleaner) in connection with the execution of the works.
- f. No person engaged must be below 18 years of age.
- g. The Machine driver/Operator must have valid (HVM) driving license under the Motor Vehicle Act as well as skilled & experienced in their respective callings.
- h. Before GIPCL's authorization, contractor should submit following particulars, with reference to Machine drive/operator namely :-
 - i. Names and addresses of holders of driving licenses ,
 - ii. Driving license numbers ;
 - iii. Dates of issue or renewal of Driving licenses ;
 - iv. Dates of expiry of licenses ;
 - v. Classes and types of vehicles authorized to be driven,
 - vi. Vocational Training certificate issued under VT rule.
- i. He shall also appoint standby drivers as rest/leave reliever for smooth operation.
- j. The GIPCL shall be at liberty to object to and require the Successful Bidder to remove forth with from the works any person employed by the Successful Bidder in or about the execution of the works who, in the opinion of the GIPCL misconduct's himself, or is incompetent or negligent in the proper performance of his duties, or whose employment is otherwise considered to be undesirable and such person shall not be again employed upon the works without the written permission of the GIPCL.
- k. Do not allowing unauthorized persons to drive vehicles.
- l. Any person so removed from the work shall be replaced as soon as possible by a competent substitute approved by the GIPCL.
- m. The Successful Bidder shall provide and deploy Machine at the Site in connection with the execution of the works to be registered under the Motor Vehicle Act.
- n. Before deployment of Machine, contractor should submit following particulars, with reference to Machine namely :-
 - i. Copy of registration under the Motor Vehicle Act;
 - ii. Years of manufacture;
 - iii. Classes and types Machine;
 - iv. Valid Insurance Certificate of Machine
 - v. PUC certificate (Pollution Under Control Certificate)
- o. 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.
- p. Engineer-in-charge or his authorised 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.
- q. To maintain the frequency of work as per GIPCL requirement, contractor shall mobilize additional Machines manpower, resources accordingly without any additional cost implication to GIPCL.
- r. Contractor shall mobilize the resources as per need within the period of 24 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 15% overhead

- charges.
- s. Contractor must fulfill all the safety regulations and to take safety measures to avoid hazards. Contractor has to arrange sufficient safety helmets (Strictly yellow colour), safety shoes, florescent jacket etc., failing which, the Engineer-in-charge is authorized to remove any person(s) or machinery(s) if felt as safety hazard. If the contractor repeatedly violates safety rules/regulations, Engineer-in-charge may take necessary action against the contractor.
 - t. Contractor should mobilize all resources for efficient & smooth execution of contract as per Work Order.

7.13 CONTRACTOR'S CAMP:

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

7.14 RIGHT OF WAY

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

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

FORM – A
(To be submitted on Company's Letter Head)

CHECK LIST OF DOCUMENTS ENCLOSED WITH BID

Sr. No.	Particulars	Declarations (Strike out whichever is not applicable)
1	Details of the Tender Fees being Paid	Yes/ No
2	Earnest Money Deposit for the value as indicated in Notice Inviting Tender	Yes/ No
Formats enclosed-duly filled in and signed along with all required enclosures, complete as per instruction to Bidder		
3	Form-B (Details of Work carried out during the Past Five Years by the Bidder)	Yes / No
4	Form-C (Details of Excavator/ Dumper/ Dozer equipment, owned and readily available with Bidder)	Yes / No
5	Form-D (Deviation from tender terms & conditions)	Yes / No
6	Form-E (Declaration for Contractual Disputes/ Litigations)	Yes / No
7	Form-F (Declaration about the Site Visit)	Yes / No
8	Form-G Certificate (No claim, No arbitration)	Yes / No
Other documents to be enclosed by the Bidder as per the instruction of the bid document.		
10	Copy of PF registration details, if available	Yes / No
11	Copy of GST registration details, if available	
12	All Declaration should be in the prescribed format on letter head of the Bidder	Yes / No
13	Bid document duly signed by contractor on each page	Yes / No
14	In case of a Partnership Firm as a Bidder, a certified copy of the Partnership Deed of the Firm.	Yes/No
15	Financial Standing of the Contractor such as for the past 3 (Three) years (2016-17, 2017-18 and 2018-19) 1. Profit and Loss Statement, 2. Balance Sheet, 3. Auditor's Report	Yes/No Yes/No Yes/No
16	e-Auction USER ID	Mandatory Yes

Name of Bidder/ Firm :

Signature of Bidder :

Seal of Company :

Designation :

Date :

FORM – B

(To be submitted on Company's Letter Head)

**DETAILS OF WORK CARRIED OUT DURING THE PAST FIVE
FINANCIAL YEARS (2014-15, 2015-16, 2016-17, 2017-18 and 2018-19) BY THE
BIDDER**

Sr. No.	Description of Work with Work Place/Mine	Name of Client with Postal Address and contact details of the concerned officials.	Period		Quantity Awarded	Actual Quantity Worked	Work Experience certificate attached
			From (Date)	To (Date)			
							Yes / No
							Yes / No
							Yes / No

Name of Firm :

Signature of Bidder :

Seal of Company :

Name of Bidder :

Designation :

Date :

FORM – C

(To be submitted on Company's Letter Head)

**Details of Excavator/ Dumper/ Dozer/Water Sprinkler equipment, owned
and readily available with Bidder**

Sr. No.	Type of Machine (Excavator/ Dumper / Dozer)	Manufacturer	Chassis No./ Reg No.	Year of Manufacturing	Engine (HP)	Name of owner	Documentary proof
							Yes / No

Name of Firm :

Signature of Bidder :

Seal of Company :

Name of Bidder :

Designation :

Date :

Or

(To be submitted on Company's Letter Head)

**Declaration for Undertaking for deployment of Excavator/ Dumper/ Dozer / Water Sprinkler
Machine/Similar capacity machine**

I _____ on behalf ofName of Party/Company.....hereby confirm that, if contract is awarded to us, we will deploy the **Excavator/ Dumper/ Dozer/ Water Sprinkler** or similar capacity machines, which should not be older than 2015 Model as per the tender terms & conditions.

Name of Firm :

Signature of Bidder :

Seal of Company :

Name of Bidder :

Designation :

Date :

Form-D

(To be submitted on Company's Letter Head)

DEVIATION FROM TENDER TERMS & CONDITIONS

It is hereby confirmed that except for the deviation tabulated hereunder the complete offer is in agreement with the tender terms & conditions. Deviations mentioned at any other place of the bid / covering letter of the bid shall not be binding & deviations mentioned below in this sheet only shall be binding.

Page No.	Clause No	As per tender specifications	Deviation taken	Reason for deviation

Authorized Representative's
Signature, Company's / Organization's Seal & Date

FORM – E

(To be submitted on Company's Letter Head)

Declaration for Contractual Disputes/ Litigations

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

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

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

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

Name of Firm :

Signature of Bidder :

Seal of Company :

Date :

FORM – F

(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 works related to Excavator/ Dumper/ Dozer particularly with respect to location and situation of the stockyards and all information about the existing and possible and supply routes for Excavator/ Dumper/ Dozer 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 :

FORM – G
(To be submitted on Company's Letter Head)

CERTIFICATE
(No claim, No arbitration)

We hereby confirm with free consent as under:-

The measurements certified in final bill are full and final. We accept all the certified measurements and no claim related to the measurement are left.

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

The above confirmation will come into effect as soon as payment of Rs _____, being the final payment is received by us.

For, M/S. _____

Signature, Stamp and date.

FORM – H
(To be submitted on Company's Letter Head)

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

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

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

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

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

Name of Firm :

Signature of Bidder :

Seal of Company :

Date :

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

We, the Bank at
 having our Head Office at (local address) Guarantee and undertake to pay immediately on written demand by Gujarat Industries Power Company Limited (hereinafter called the “Purchaser”) (In figures) (in words) without any reservation, protest, demur and recourse. Any such demand made by said “Purchaser” shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder. It shall be conclusive and enough for enforcement of Bank Guarantee on the Bank if Purchaser invokes the Bank Guarantee stating only that the default has been committed by the bidder, thus far and no further.

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

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

.....
(Signature)

.....
(Name)

Designation with Bank stamp :

Attorney as per Power of
Attorney No.

Dated

Notes

1. The Guarantee validity should be one year.
2. The stamp papers of appropriate value shall be purchased in the Name of Guarantee Issuing Bank.

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with stamp Act.)

Ref.....

Bank Guarantee No.....

Date

Guarantee cover period : From..... To.....

To,

M/S. Gujarat Industries Power Company Limited

At & Post Nani Naroli

Taluka Mangrol

Dist. Surat

Gujarat-394110

Dear Sir,

In consideration of the Gujarat Industries Power Company Limited (herein after 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) (here in after referred to as the “Successful Bidder” which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns) an Order by issue of Purchaser’s Letter of Intent No dated and the same having been unequivocally accepted by the “Successful Bidder” dated valued at for (scope of order) and the “Successful Bidder” 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 equipments/ systems and satisfactory services rendered during the guarantee/warranty period of months under the said LOI/Order equivalent to.....*..... (%) of the said value of the order to the Purchaser.

(Name & address of Bank) having its Head Office at (herein after referred to as the “Bank” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors, assigns) do hereby guarantee and undertake to pay the Purchaser, on written demand any and all moneys payable by the “Successful Bidder” 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 “Successful Bidder”. Any such demand made by the Purchaser on the bank shall be conclusive and binding notwithstanding any difference between the purchaser and “Successful Bidder” 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 “Successful Bidder”, thus far and no further. The bank undertakes

not to revoke this guarantee during its currency without previous written consent of the purchaser and continue to be enforceable till the purchaser discharges this guarantee.

The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the Order by the "Successful Bidder". The purchaser shall have the fullest liberty, without effecting 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 "Successful Bidder", 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 "SUCCESSFUL BIDDER" 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 "SUCCESSFUL BIDDER" and notwithstanding any security or other guarantee that the Purchaser may have in relation to the "SUCCESSFUL BIDDER" 's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs and it shall remain in force up to and including..... unless a written demand to enforce any claim under this Guarantee is lodged with us within six months from the above mentioned 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 as may be desired by on whose behalf this guarantee has been given.

Dated this..... Day of 20
at.....

(Signature)

Bank's rubber stamp:

Name:

Designation with Bank stamp:

Attorney as per Power of Attorney No.:

Dated:

Note:

* This sum shall be Ten percent (10%) of the value of the contract.

** The date will be the date of end of the Warranty Period as specified in the Order.

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

Annexure-C

Consisting of Price Schedule in the following format:

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

Sr. No.	Description	Estimated Quantity of Working Hours	Unit	Rate in Rs. per Unit	Amount in Lakh Rs.
1	Excavator (1.00 CuM Capacity)				
A	Work Component (Excluding Diesel)	1000	Rs./ Hour		
B (i)	Diesel Component		Litre per Hr		
B (ii)	The average diesel price for immediate last billing cycle of 21 st Nov 2019 to 20 th Dec 2019		Rs. per Litre	69.29	
B=(i x ii)	Diesel Component	1000	Rs./ Hour		
	Sub-Total Rate in Rs./Hour (A + B) and Amount				
2	Dumper (17 Te Carrying Capacity)				
A	Work Component (Excluding Diesel)	350	Rs./ Hour		
B (i)	Diesel Component		Litre per Hr		
B (ii)	The average diesel price for immediate last billing cycle of 21 st Nov 2019 to 20 th Dec 2019		Rs. per Litre	69.29	
B=(i x ii)	Diesel Component	350	Rs./ Hour		
	Sub-Total Rate in Rs./Hour (A + B) and Amount				
3	Dozer (165 HP):				
A	Work Component (Excluding Diesel)	250	Rs./ Hour		
B (i)	Diesel Component		Litre per Hr		
B (ii)	The average diesel price for immediate last billing cycle of 21 st Nov 2019 to 20 th Dec 2019		Rs. per Litre	69.29	
B=(i x ii)	Diesel Component	250	Rs./ Hour		
	Sub-Total Rate in Rs./Hour (A + B) and Amount				
4	Water Sprinkler (12.00 KL)				
A	Work Component (Excluding Diesel)	2000	Rs./ Hour		
B (i)	Diesel Component		Litre per Hr		
B (ii)	The average diesel price for immediate last billing cycle of 21 st Nov 2019 to 20 th Dec 2019		Rs. per Litre	69.29	
B=(i x ii)	Diesel Component	2000	Rs./ Hour		
	Sub-Total Rate in Rs./Hour (A + B) and Amount				
	Grand Total Amount of All the Machines				

- 1) Management reserves the right to accept or overlook or reject any lower rate offered by the Bidder without assigning any reason thereof.
- 2) The Bidders are required to quote the rates strictly as per the terms and conditions mentioned above. The conditional bid will not be entertained and will be summarily rejected.
- 3) Rate quoted shall remain valid for 60 days from the date of submission of price bid, which shall have to be extended unconditionally for further maximum of period 60 days, as deemed fit by GIPCL.
- 4) Rates include all taxes except GST.
- 5) Rates quoted shall be applicable to quantity variation also, if any.
- 6) GST and any other fresh imposition or variation in taxes or payable by the Bidder, shall be reimbursed by GIPCL to the extent levies during the currency of the contract, if applicable and directly related to the services rendered by the Bidder under this contract.
- 7) The lowest grand total amount for all the four machines shall be considered for deciding the lowest three bidders (minimum) or 50% out of total bidders (rounded to the next higher whole number), whichever is higher for making them eligible for the e-reverse auction. **However, lowest grand total amount for all the four machines combined shall be considered as the base rate which will put up for starting e-Reverse Auction.**
- 8) e-Reverse auction shall be for reducing the lowest grand total amount for all the four machines combined and the bidders have to reduce their grand total amount for all the four machines combined in decrement of value as decided before start of e-Reverse Auction.
- 9) After e-Reverse Auction process, L1 bidder shall be decided based on the lowest grand total amount bid for all the four machines combined.
- 10) Percentage reduction in the estimated value of all machines together by e-reverse auction process will be equally applied to all the equipments i.e. Excavator, Dumper, Dozer and Water Sprinkler i.e. equal percentage in the work component of all the four machines as well as in the diesel component and the diesel component will be adjusted in Litre per Hour accordingly
- 11) L1 Bidder, declared after the e-Reverse Auction process may be called for negotiation and if required, may be asked by GIPCL for reduction in rates of any of machine, if found quoted unreasonably high.
- 12) Awarded Rates shall be escalated based on the formula for escalation rate as provided in the bid document.