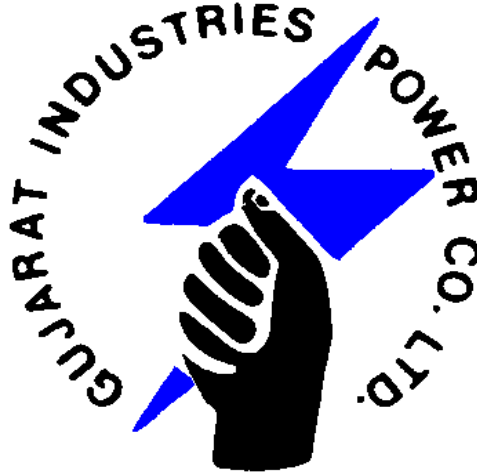


Gujarat Industries Power Company Ltd (GIPCL)



TENDER DOCUMENT

for

OB Removal and Production and Transport of Maximum 150 mm and Minimum 10 mm size Limestone from Vastan Lignite Mine (Limestone Pit)

Tender No. GIPCL/MINING/VASTAN/LIMESTONE/17-18

Cost of Document: - Rs. 10000/- (Non Refundable)

Table of Contents

Sr. No.	Description	Page No
	Notice Inviting Tender	3
	Detailed Notice Inviting Tender	4
1.	Disclaimer	7
2.	List Of Abbreviations	10
3.	SECTION – I , Definitions, Interpretations etc.	11
4.	SECTION – II , Brief Introduction	16
5.	SECTION – III , Instruction to the Bidders	20
6.	SECTION – IV , Qualifying Criteria	30
7.	SECTION – V , Mining - Part I (Geology of the Deposit)	35
8.	SECTION – V , Mining - Part II (Scope of Work & Special Conditions of the Contract)	37
9.	SECTION – VI , Payment, Procedure for Measurement & Certificates	48
10.	SECTION – VII , Suspension, Subletting, Termination, Force-Majeure & Dispute Resolution	57
11.	SECTION – VIII , General Conditions of the Contract	62
12.	PERFORMAS:	
	FORM A- Check List of Documents enclosed with Bid	73
	FORM B- Status of the Bidder	75
	FORM C- Details of Work carried out during the Past Five Years by the Bidder	76
	FORM D - Details of Heavy Earth Moving Machinery, Equipment etc. Owned and Readily available with Bidder	77
	FORM E- Details of Heavy Earth Moving Machinery, Equipment etc. Not Readily Available with Bidder but capable of obliging	78
	FORM F- Declaration for Contractual Disputes/ Litigations	79
	FORM G - Undertaking for Unconditional Bid	80
	FORM H - Declaration about the Site Visit	81
	FORM I - Form of Consortium	82
	FORM J- Form of Power of Attorney for Consortium Members	86
	FORM K - Affidavit Undertaking regarding Genuiness of Documents	89
	FORM L - Declaration Cum Undertaking for Safety Laws and Regulations Compliance	90
	FORM AA Price Bid/Schedule	91
13.	Annexure: 1. Borehole Litho logs. 2. Surface Plan of the Vastan Lignite Mine (Limestone Pit) 3. Format for Bank Guarantee for EMD.	

NOTICE INVITING TENDER

OB Removal and Production and Transport of Maximum 150 mm and Minimum 10 mm size Limestone from Vastan Lignite Mine (Limestone Pit) with the use of required equipments, at all leads and lifts and depths up to approximately **25.00 to 30.00 m from the surface** as per the mining rules & regulations and as directed by and to the satisfaction of GIPCL. Loading and Transportation of ROM Limestone to Crusher, Loading and Unloading of Limestone rejects at designated place as per the instruction of GIPCL. Crushing of the limestone to required size of maximum 150 mm and minimum 10 mm, thereafter weighing the limestone at GIPCL's weighbridge, transporting and delivering at limestone hopper/ stacking at a designated place at Power Plant site and Loading the Limestone (lying at Power Plant Limestone Stockpile, around Limestone Crusher House, below the BCN LS-1 & In-Plant Lignite Shed) into Dumper/ Tipper or Tractor Trolley with JCB-3D/ Excavator/ Loader or any other equivalent equipment and transportation up to Reclaim Hoppers & Unloading into both Reclaim Hoppers at Limestone Handling System.

- Estimated quantity: Approximately 12.50 Lakh tonne of Sized Limestone
- Contract period: 60 months,
- EMD: Rs. 5.00 Lakh (Rupees Five Lakh only),
- Tender document fees: Rs. 10000/-
- Last date of submission of offer: **04/05/2017**.

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 Manager (Mines) at below said address. Keep visiting <https://www.nprocure.com> website till last date for updated information, if any.

Gujarat Industries Power Company Limited,
Surat Lignite Power Plant,
At & P.O. Nani Naroli, Taluka Mangrol,
Dist. Surat-394 110, Gujarat
Fax: (02629) 261080

DETAILED NOTICE INVITING TENDER

Techno-Commercial Bid & Price Bid is invited from reputed and experienced Bidders for “Excavation and removal of OB Removal and Production and Transport of Maximum 150 mm and Minimum 10 mm size Limestone from Vastan Lignite Mine (Limestone Pit) with the use of required equipments, at all leads and lifts and depths up to approximately **25.00 to 30.00 m from the surface** as per the mining rules & regulations and as directed by and to the satisfaction of GIPCL. Loading and Transportation of ROM Limestone to Crusher. Loading and Unloading of Limestone rejects at designated place as per the instruction of GIPCL. Crushing of the limestone to required size of maximum 150 mm and minimum 10 mm, thereafter weighing the limestone at GIPCL’s weighbridge, transporting and delivering at limestone hopper/ stacking at a designated place at Power Plant site and Loading the Limestone (lying at Power Plant Limestone Stockpile, around Limestone Crusher House, below the BCN LS-1 & In-Plant Lignite Shed) into Dumper/ Tipper or Tractor Trolley with JCB-3D/ Excavator/ Loader or any other equivalent equipment and transportation up to Reclaim Hoppers & Unloading into both Reclaim Hoppers at Limestone Handling System. as directed by GIPCL.”

Places of work	Vastan Lignite Mine (Limestone Pit), Taluka Tadkeshwar, Dist. Surat.
Brief Description of Work	Excavation and removal of OB Removal and Production and Transport of Maximum 150 mm and Minimum 10 mm size Limestone from Vastan Lignite Mine (Limestone Pit) with the use of required equipments, at all leads and lifts and depths up to approximately 25.00 to 30.00 m from the surface as per the mining rules & regulations and as directed by and to the satisfaction of GIPCL. Loading and Transportation of ROM Limestone to Crusher. Loading and Unloading of Limestone rejects at designated place as per the instruction of GIPCL. Crushing of the limestone to required size of maximum 150 mm and minimum 10 mm, thereafter weighing the limestone at GIPCL’s weighbridge, transporting and delivering at limestone hopper/ stacking at a designated place at Power Plant site and Loading the Limestone (lying at Power Plant Limestone Stockpile, around Limestone Crusher House, below the BCN LS-1 & In-Plant Lignite Shed) into Dumper/ Tipper or Tractor Trolley with JCB-3D/ Excavator/ Loader or any other equivalent equipment and transportation up to Reclaim Hoppers & Unloading into both Reclaim Hoppers at Limestone Handling System, as directed by GIPCL.
Period of Contract	Five years
Quantity of Limestone to be raised and transported.	Approximately 12.50 Lakh Tonne.
EMD	Rs. 5.00 Lakh (Rupees Five Lakh 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

Gujarat Industries Power Company Ltd

	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, ING Vyasya Bank) and Cooperative Banks (Kalupur Commercial Bank Ltd, Rajkot Nagrik Sahkari Bank Ltd, Ahmedabad Mercantile Co-operative Bank Limited, Mehsana Urban Co-Operative Bank Ltd, Nutan Nagrik Sahkari Bank Ltd.), in the specified Performa of the bid document.
Cost of bid document / tender fee	Rs.10,000/- (Rupees Ten Thousand Only) by demand draft drawn in favor of GIPCL payable at SBI – Nani Naroli (Branch Code - 013423) or Bank of Baroda - Mosali , Dist – Surat
Availability of Bid document	On web site https://www.nprocure.com or http://www.gipcl.com
Downloading of tender document from websites	14/04/2017 to 04/05/2017.
Last date of submission of written request for Site visit, If any.	24/04/2017
Issue of Corrigendum to document, if required	As and when required till last date of submission.
Mode of Submission of Bids	Part- I (Techno-Commercial Bid) shall be submitted in Physical form in a separate sealed envelope super scribed with “ Part-I: Techno-commercial Bid ” as well as Tender No. and Due Date. Part-II (Price Bid) is Strictly to be Submitted Online on or before due date and time to https://www.nprocure.com in line with Instructions to Bidders as per tender document, (n)procure guidelines and instructions and subsequent clarification, amendment issued thereof if any in this regard. Bid submitted with Physical Price Bids Envelope shall become liable for rejection.
Last date of on line submission of entire offer / complete Bid in all two parts.	04/05/2017 up to 12.00 hrs. at https://www.nprocure.com
Date and time for submission of Techno-Commercial (Part-I) Bid in Physical form along with supporting documents at below mentioned address.	05/05/2017 up to 14.00 hrs.
Date and time for online opening of Techno-Commercial Bid (Part-I)	05/05/2017 16.30 hrs.
Date and time for online opening of Price Bid (Part-II)	Will be decided by GIPCL and will be intimated to Qualified Bidders.
E-Reverse Auction	Will be 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.

Gujarat Industries Power Company Ltd

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 <https://www.nprocure.com> regularly till the last date of bid submission (i.e. 04/05/2017 up to 12.00 hrs).
2. GIPCL reserves the right to reject any or all the offers / bids received.
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. Documents in physical form, as mentioned in Clause No. 3.4 shall be submitted by the Bidders at the following address:-

General Manager (Mines),

Gujarat Industries Power Company Limited,

Surat Lignite Power Plant,

At & P.O. Nani Naroli, Taluka Mangrol, Dist. Surat-394 110, Gujarat

Fax: (02629) 261080

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 that 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 suffer in connection with this Bid Document, or any matter deemed to form part of this Bid Document or the award of the Project, or any other information supplied by or on behalf of GIPCL or its employees, any consultants/advisors or otherwise arising in any way from the selection process for the award of the Project.
- 1.4 Information provided in this Bid Document to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. GIPCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 1.5 GIPCL accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Bid Document.
- 1.6 GIPCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Bid Document.
- 1.7 The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid Document including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by GIPCL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the GIPCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the bidding process.

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

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

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

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: - nkpurohit@gipcl.com

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

LIST OF ABBREVIATIONS

CuM	Cubic Meter
FY	Financial Year
GIPCL	Gujarat Industries Power Company Limited
GUVNL	Gujarat Urja Vikas Nigam Limited
HEMM	Heavy Earth Moving Machinery
IB	Inter Burden
Lol	Letter of Intent
MCuM	Million Cubic Meter
MTPA	Million tonnes per annum
MTe	Million Tonnes
OB	Over Burden
RBI	Reserve Bank of India
ROM	Run of Mine
TPH	Tonnes per hour

SECTION – I

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 sign and submit the bid; to participate in all stages of the Bidding process; to conduct correspondence for and on behalf of the Bidder, and to execute the Bid Agreement and any other documents required to give effect to the outcome of the Bidding process. The original power of attorney, duly notarized, in favor of the Authorized Representatives and Signatories shall be enclosed by the Bidder along with the covering letter.
2. **Bidder:** Bidder means the person or persons, firm or company which is consortium of two persons or firms or companies that have submitted a Bid in response to this document.
3. **Bidding Consortium:** Bidding Consortium shall mean group of two persons or firms or companies which have formed consortium for submission of a Bid in response to this document. Bidding Consortium can be of maximum two members.
4. **Member in Bidding Consortium:** Each individual person or firm or company in the Bidding Consortium is referred to as a Member in the Bidding Consortium.
5. **Lead Member of the Bidding Consortium:** “Lead Member” in case of Bidding Consortium shall mean the member of the consortium who is so nominated by the Consortium Members and meets the financial qualifications for the Bidding Consortium and has minimum 25 % of the experience required under clause no. 4.1.1 and directly own adequate nos. of HEMM equivalent to 25% of the total HEMM required under clause no. 4.1.2. Lead Member shall be primarily responsible for all interactions with GIPCL and GIPCL shall communicate and interact with the Lead Member only. 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. **Partnership Firm:** In case of a partnership firm, each of the partners, present or future, 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.
7. **Proprietorship entity:** In case of a proprietorship entity, the proprietor himself shall be responsible for all interactions with GIPCL. Additionally, both the 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.
8. **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.
9. **Financial Year:** Financial Year shall mean the 12 month period corresponding to the audited financial statements.
10. **Quarter:** A period of 3 months ending on 31st March, 30th June, 30th September and 31st December.
11. **Sampling/ Analysis:** Sample / Analysis to be carried out as per IS standard.

12. **Net Worth:** Net worth is the sum total of paid up capital and free reserves of the Bidder (Bidder means the person or persons or firm or company that has submitted a Bid in response to this document) will only be considered. 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.
13. **Operating Year:** Operating Year shall mean a period of 12 months starting from date of the commencement of excavation of box cut as certified by GIPCL Management.
14. **Turnover:** Turnover is Gross Sales or Gross Revenues, as defined by the Indian Accounting Standards published by the Institute of Chartered Accountants of India.
15. **Qualifying Requirements:** Qualifying requirements shall mean the requirements set forth in this document for the purpose of evaluation.
16. **Bank Cubic Meter/s (BCM):** "BCM" shall mean the volume of rock insitu (in-situ) without being disturbed.
17. **Sized Lime Stone:** Lime Stone of size maximum 150 mm to minimum 10 mm size after crushing subjected to suitable technology.
18. **Unscheduled Outage:** means an outage which is not a Scheduled Outage.
19. **"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.
20. **"Clause" or "provision"** shall mean the clause and sub clauses of this bid document and/or agreement etc.
21. **"Contract", "Contract Agreement" / "Agreement"** shall mean the agreement between GIPCL and the Contractor for execution of work/s. The agreement document shall mean collectively Notice Inviting Tender, tender document, plans and agreed variations (if any). Detailed Letter of Intent and other documents constituting the bid and acceptance thereof.
22. **"Contractor"** shall mean the person or persons, firm or company, whose bid has been accepted by the GIPCL and shall include his/its/their legal representatives, administrators, successors and assigns.
23. **"Contract Document"** shall mean collectively bid documents, designs, drawings, plans, specifications, agreed variations, if any and other documents constituting the bid and acceptance thereof.
24. **"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.
25. **"Commencement of work"** shall mean start of work of OB/ IB/ Limestone handling by the Contractor as per contract terms to the satisfaction of the GIPCL.
26. **"Drawings"** shall mean all map/s, plan/ s section/s , sketch/s , layout/s, and tracing/s , or print/s, thereof with additions, alterations, corrections and modifications, if any as may be approved in writing by the GIPCL from time to time broadly defining the scope of specifications for the execution of the contract.
27. **"Final Certificate"** in relation to the work shall mean the certificate regarding the satisfactory compliance and performance of the various provisions of the contract issued by the GIPCL, after the period of liability.
28. **"Mobilization period"** shall mean the time allowed to Contractor to mobilize the equipments & Man power for commencement of the work.

29. **“Letter of Intent” 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.
30. **“Mines Manager”** shall mean the person appointed under Coal Mines Regulation, 1957 and so designated for Vastan Lignite Mine (Limestone Pit) of Gujarat Industries Power Company Limited.
31. **“Power Plant”** shall mean the Power plant of M/s Gujarat Industries Power Company Limited located at Nani Naroli in Tal Mangrol, Distt. Surat.
32. **“Rate of Remuneration”** means, rate entered in figures and words in schedule/s by the Contractor and accepted by the GIPCL as payable to the Contractor for execution/ performance of all the contractual obligations as mentioned in the scope of work or otherwise.
33. **“Schedule of quantities”** shall mean the quantities of waste and limestone to be handled and as provided in the contract, for execution of the contract.
34. **“Bid”** shall mean the bid submitted by the Bidder against this bid enquiry document for acceptance by the GIPCL.
35. **“Tonne”** shall mean metric tonne (1000 kilograms.)
36. **“Waste”** shall mean overburden, inter-burden and inferior limestone material/clay as required to be excavated at Vastan Lignite Mine (Limestone Pit).
37. **“Limestone”** means limestone which has CaO in general in the range of 35% to 39.5% and more on **daily basis**.

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 risk, cost and consequences of the Contractor as the work is on turnkey basis .
2. Several clauses and documents forming the contract are to be taken in harmony. Should there be any discrepancy, inconsistency, error or omission in the contract or for any of the matter/s, the same shall be referred to in writing by the Contractor to the GIPCL, whose interpretation/s, decision in writing shall be conclusive, final and binding on the Contractor.
3. The works shown upon the drawing but not mentioned in the specifications or described in the scope of work without being shown on the drawings shall nevertheless be held to be included in the same manner as if they had been specifically shown upon the drawings and described in the scope of work.
4. All headings and marginal notes to the various clauses of the contract are solely for the purpose of giving a concise indication and not a summary of the contents thereof and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof, or the provisions of the contract .
5. In the contract, unless otherwise stated specifically, the singular shall include the plural and vice versa, wherever the context so requires , the words interpreting person/s shall include incorporated companies, registered association, body of individuals or partnership firm.
6. Where any portion of the General Conditions of the contract is repugnant to or at variance with any provisions of the Special Conditions of the Contract, then, unless a

different intention appears, the provisions of Special Conditions of the contract shall be deemed to over ride the provision of the General Conditions of the Contract and shall to the extent of such repugnancy or variations, prevail.

7. Notwithstanding the sub-divisions/s of the various clauses of the contract into the separate parts/ sections, every part of such shall be deemed to be supplementary to and complementary of each and every other part and shall be read with and into the contract so far as it may be practicable to do so.
8. General conditions of the contract shall be read in conjunction with the special conditions of contract, specification of work, drawings and any other documents forming part of this contract wherever the context so requires.
9. The materials, designs and workmanship etc. shall mean the same as specified in the relevant Indian Standards and the job specifications contained herein and codes, referred to in the contract and the additional requirements, if any, shall also be satisfied by the Contractor.
10. No Director or official or employee of the company shall in any way be personally bound or liable for the acts or obligations of the company under the contract or answerable for any default or omissions in the observance or performance of any of the acts, matters or things which are herein contained.
11. No amendments to the contract shall be valid unless specifically made as an amendment in writing to the Contractor and signed by the authorized representative of the parties, to the contract.
12. The titles or headings in this Bid Document are for convenience and easy reference only and shall not be taken into account for the purpose of construction or interpretation of this Bid Document.
13. Any reference to "person" shall include individuals, companies, firms, corporations and associations or bodies of individuals, whether incorporated or not and shall include their respective successors in business and permitted assigns.
14. A reference to any gender includes the other gender.
15. Unless otherwise specified, a reference to a Section, Clause, 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.

DECLARATION BY THE BIDDER

The Bidders have to declare the following on its letter head, under thier signatures and seal:-

1. We do hereby confirm and declare that we have independently inspected Vastan Lignite Mine (Limestone Pit) area including dump areas as described in the document, ascertained and obtained all relevant and necessary information, data, particulars, conditions of services of workmen and working conditions, facilities, availability of surface & subsurface water & its pumping requirements, existing industrial environment etc. which are directly or indirectly related to scope of work.
2. We have ascertained the location and situation of Vastan Lignite Mine (Limestone Pit), the specified areas where the Contractor would be required to undertake the excavation work, create top soil dumps, the location of dumping Site earmarked for waste disposal for the specified areas, location of weigh bridge, limestone stock yard, road network and

location of power plant up to where the Contractor will be required to create and maintain haul roads for dumper movement, handling of limestone up to power plant.

3. We have assessed and satisfied our self as to the nature, condition, quantum, extent, scope and magnitude of the work, involved in the contract, type and conditions of the strata, rock, soil, sub-soil, ground, working conditions of the area/s, availability of power supply, water supply, men and machinery requirement, availability of land, availability of surface & sub-surface water and its pumping requirement etc. The Bidder do hereby agrees and undertakes not to raise any dispute and/ or objection at any stage on any ground whatsoever.
4. We have assessed the condition & facilities at Vastan Lignite Mine (Limestone Pit) & shall not hamper the required supply of limestone to power plant.
5. We have assessed the quantity of daily limestone requirement & agree to transport it regularly to keep running of Power Plants.

Governing Law

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

SECTION – II

BRIEF INTRODUCTION

2.1 Gujarat Industries Power Company Ltd.

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

GIPCL installed its first 145 MW 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 has started directing its concerted efforts to make a big foray into Renewable Energy Sector. GIPCL has successfully commissioned 83 MW capacity Wind Power Projects at various locations in Gujarat. GIPCL has successfully commissioned 30 KW and 70 KW Roof Top Solar Power Plants at Vadodara Plant and SLPP respectively.

2.2 Location

The proposed Mine area, which is an extension of present limestone pit, is situated near Vastan and Tadkeshwar Villages. This Mining block spreads across Mangrol and Tadkeshwar Taluka of Surat District. Vastan Lignite Mine (Limestone Pit) is located at a distance of 7 Km from Mangrol toward SW direction. 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.

2.3 Climate

Climate of the area is subtropical. The annual rainfall recorded during past 15 years ranges between 538.7 mm to 2310 mm. The highest precipitation occurs normally from last week of June to last week of September. The area in general is more or less flat with some minor undulations. The general slope of the area is towards Kim river flowing from the north eastern part. Kim river is a seasonal river which flows in the northwest direction. Normally 270 days are available for actual working in the

proposed mining area.

2.4 The Contract

2.4.1 GIPCL is granted Mining Lease extending to 80.00 Ha area overlapping on 1536 Ha of Vastan Lignite Mine of villages Vastan and Tadkeshwar spreads across Mangrol Taluka of Surat District. GIPCL proposes to exploit the limestone reserves by opencast mining with annual crushed limestone production capacity as mentioned at Clause No. 2.8.1 to feed existing 4 x 125 MW Power Plant.

2.4.2 The Vastan Lignite Mine (Limestone Pit) is near the villages Vastan and Tadkeshwar spreads across Mangrol and Tadkeshwar Taluka of Surat District with a total pit area of 80.00 Hectares, where almost complete land is in the possession of GIPCL. The area is almost flat and free from any major surface features.

1. Excavation and removal of OB & Lime stone with the use of equipments, at all leads and lifts and depths up to approximately 25.00 to 30.00 m from the surface as per the mining rules and as directed by and to the satisfaction of GIPCL. Crushing of the limestone to required size of maximum 150 mm and minimum 10 mm, thereafter weighing the limestone at GIPCL's weighbridge, transporting and delivering at limestone hopper/ stacking at a designated place at Power Plant site as directed by GIPCL. Transport cost up to Power Plant shall be inclusive of all leads and lift.
2. Loading the Limestone (lying at Power Plant Limestone Stockpile, around Limestone Crusher House, below the BCN LS-1 & In-Plant Lignite Shed) into Dumper/ Tipper or Tractor Trolley with JCB-3D/ Excavator/ Loader or any other equivalent equipment and transportation up to Reclaim Hoppers & Unloading into both Reclaim Hoppers at Limestone Handling System, as directed by GIPCL.

2.5 Method Of Mining

It is proposed to work the mine by opencast mining methods, using conventional mining machinery like hydraulic excavators and dumpers for OB and by hydraulic excavators/Rock Breakers and dumpers for limestone excavation and dozers, road grader etc. for ancillary operations and crusher of appropriate capacity for Crushing of the limestone to required size of maximum 150 mm and minimum 10 mm and Loading the Limestone (lying at Power Plant Limestone Stockpile, around Limestone Crusher House, below the BCN LS-1 & In-Plant Lignite Shed) into Dumper/ Tipper or Tractor Trolley with JCB-3D/ Excavator/ Loader or any other equivalent equipment and transportation up to Reclaim Hoppers & Unloading into both Reclaim Hoppers at Limestone Handling System, as directed by GIPCL.

2.6 Limestone Transportation

The Contractor shall be solely responsible for transporting of size Limestone (- 150 mm size to +10 mm) and delivering at limestone hopper/ stacking at a designated place at Power Plant site as directed by GIPCL.

2.7 Description of the Work

GIPCL proposes to award the work including providing of equipment with operators & maintenance staff and facilities for the excavation of all types of strata such as alluvium, different types of clay (Black cotton soil, morrum, Grey, Dark Grey, Variegated Fossiliferous, Carbonaceous etc.) dumping at all leads and lifts and leveling the overburden at site so as to expose Limestone etc, as per the prevailing mining rules and regulations and as directed by and up to the satisfaction of the GIPCL. The work also includes, making of various haul roads within the working pit, pumping out seepage and monsoon water. All other protective works such as making of garland drains, suitable nallahs etc., for keeping the workings always

safe and workable as per Mining Rules and Regulations.

Excavation and removal of Limestone with the use of machines, at all leads and lifts and depths up to approximately **25.00 to 30.00 m from the surface** as per the mining rules and as directed by and to the satisfaction of GIPCL. Crushing of the limestone to required size of maximum 150 mm and minimum 10 mm, thereafter weighing the limestone at GIPCL's weighbridge, transporting and delivering at limestone hopper/ stacking at a designated place at GIPCL's Power Plant site as directed by GIPCL with all leads and lift. The work also includes pumping out seepage and monsoon water. The haul road for transportation to Power Plant has to be maintained by the Contractor. The Contractor shall be required to abide by all statutory rules, regulation and laws as applicable from time to time including but not limited to those related to Government Licenses, Workmen Compensation, Insurance, Safety Standards etc.

The work also includes Loading the Limestone (lying at Power Plant Limestone Stockpile, around Limestone Crusher House, below the BCN LS-1 & In-Plant Lignite Shed) into Dumper/ Tipper or Tractor Trolley with JCB-3D/ Excavator/ Loader or any other equivalent equipment and transportation up to Reclaim Hoppers & Unloading into both Reclaim Hoppers at Limestone Handling System, as directed by GIPCL.

2.8 Duration and Quantity of Work

- 2.8.1** The period of contract will be 05 (Five) years from the date of award of work (date of letter of Intent). The annual requirement of Lime Stone after Crushing to maximum 150 mm and minimum 10 mm size shall be approximately 2.50 Lakh (Two Lakh and Fifty Thousand) tonnes.

The quantities of limestone are only indicative/ estimated figures. As this is a captive limestone mine for Surat Lignite Power Plant, the actual quantity of limestone will depend solely on the requirement of the power plant. GIPCL shall have sole discretion to vary the quantity of limestone based on the requirement of the power plant for generation of electricity from time to time. The Bidder / Contractor has agreed and understood that the requirement of limestone by Power Plant may vary from time to time, to which the Bidders/Contractor shall not have any objection. Accordingly, the Contractor shall not be entitled to any compensation or indemnity on account of increase or decrease in the quantity of limestone. Further GIPCL reserves the right to increase/decrease the annual quantity in an operating year.

The Contractor shall be obliged to maintain at least three days average consumption quantity of Lime Stone at the crusher area or any other site decided by the GIPCL as a safe guard against disruption of excavation or transport activity due to any reason. Stock maintained for this purpose shall be utilized and fresh stock built once in three months on the instruction of GIPCL. The re-handling of limestone and other costs involved in the activity shall be borne by the Contractor.

- 2.8.2** The minimum quantity specified in the monthly schedule provided by the GIPCL's office and fulfillment of the monthly as well as yearly targeted quantity also, are fundamental obligations of the Contractor and the Contractor is required to strictly adhere to the obligation of regular OB/IB removal, excavation, transportation and producing sized Limestone (- 150 mm size to + 10mm).
- 2.8.3** The monthly schedule for Producing of sized Limestone shall be provided by the GIPCL's Office. The terms "Monthly Schedule" means the schedules which will be

Gujarat Industries Power Company Ltd

provided to the Contractor as per the provisions of the contract and shall contain the details as to the month and specified quantity of sized Limestone to be carried out by the Contractor as quantity in the respective month. Contractor will build up a stock equivalent to at least 4 month's consumption of plants at Power Plant before the onset of monsoon.

SECTION- III

INSTRUCTION TO THE BIDDERS

3.1 Instruction to Bidders

Bidders are advised to carefully read the instructions, evaluation norms and other terms and conditions described in these documents under different Chapters before making their offer. In case of any doubt they may seek clarification/further informations from the General Manager (Mines) or the Chief Manager (Mines) 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.

GM (Mines)	02629-261087	nkpurohit@gipcl.com
Chief Manager (Mines)	02629-261269	a Gupta@gipcl.com

3.2 e-Tendering

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

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

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

- Document fee
- EMD
- Supporting documents for Techno-Commercial Bid

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

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

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

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

3.2.7 Free Bidder training camp will be organized every Saturday between 16.00 hrs to 17.00 hrs at M/s (n) code solutions. Bidders are requested to take benefit of the same (Advance Confirmation to M/s (n) code is requested).

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

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

The Bidders who have no facility to participate in on-line tenders are requested to

contact M/s (n) code solutions for the same.

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

3.3 **Site Visit**

The Bidders are advised to visit the proposed work Site after downloading the tender copy from <https://www.nprocure.com> or <http://www.gipcl.com> to study the actual working 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 including conditions of road over which limestone is proposed to be transported from Vastan Lignite Mine (Limestone Pit) to the Power Plant and the assessment of risks associated with the work whether apparent or inherent to the nature of the work involved in the execution of the work enumerated in the scope of work nature and conditions of rock and soil and it's behavior, if any, availability of material, water, labour, transportation facilities probable Sites for labour accommodation and store, godown, etc. and the extent of lead and lift and other factors involved in the execution of works. **The Bidder shall confirm in writing about their Site visit to GM (Mines)**

- 3.4 **TWO PART BID SYSTEM:** The Bidder shall prepare the bid document in two parts:

- 3.4.1 **Part – I: Techno-Commercial Bid:** Consisting of information in the format i.e. forms A, B, C, D, E, F, G, H, I, J, K & L along with the financial standing of the Bidder for the past 3 years (2013-14, 2014-15 and 2015-16) are to be submitted on line for eligibility and Qualification criteria as required under SECTION- IV & submission of bid document fee & EMD. The following documents are also required along with **Part – I: Techno-Commercial Bid.**

1. Power of authority of the signatory to the Bidder.
2. In case of a Partnership Firm as a Bidder, a certified copy of the Partnership Deed of the Firm.
3. Financial Standing of the Bidder such as for the past 3 years (2013-14, 2014-15 and 2015-16)
 - a. **Profit and Loss Statement,**
 - b. **Balance Sheet,**
 - c. **Auditor's Report**
4. **To participate in e-Reverse Auction, bidders have to create e-Auction USER ID on www.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 **04/05/2017 not later than 12.00 hrs.** in the format i.e. forms A, B, C, D, E, F, G, H, I, J, K & L wherein details of document fee and EMD, experience, equipment owned, proof of experience, machinery and equipment owned by the Bidders etc have to be mentioned.

A hard copy of the entire format i.e. forms A, B, C, D, E, F, G, H, I, J, K & L 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 (2013-14, 2014-15 and 2015-16)** will be submitted in a separate sealed cover marked **Techno-Commercial Bid**, Part- I, **Tender No. GIPCL/MINING/VASTAN/LIMESTONE/ 2017-18** at the office of the **GM (Mines)** at the address given below, on or before **05/05/2017 not later than 14.00 hrs**. On receipt and verification of the same, the Bidder will be declared qualified for the Price Bid.

The General Manager (Mines)

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

- 3.4.2 Part – II: Price Bid:** Consisting of the price schedule, shall be submitted online through the website <https://nprocure.com> only on or before dated **04/05/2017 by 12:00 hrs** in the prescribed forms **FORM – AA, PRICE BID/SCHDULE** only, provided at the end of these bidding documents, without exception. Rates quoted will be exclusive of Service Tax/GST.

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

- 3.4.3** The price bid should be submitted **online** only through the website <https://nprocure.com> No physical submission of price will be entertained. Also no fax, e-mail, letters will be entertained in this regard.
- 3.4.4** If the EMD and tender fee are not found in the sealed **Techno-Commercial Bid** cover or if the amount thereof is found short, the bid will not be considered for scrutiny and be liable to be out rightly rejected.
- 3.4.5** GIPCL reserves the right to reject any or all the bids without assigning any reason thereof
- 3.4.6** The **Techno-Commercial Bid** cover should contain an affidavit in original in the prescribed Performa as given in the bid document, duly sworn before a Magistrate/Notary to the effect that **all the supporting documents submitted with the bid is genuine and correct**. If it is found at any point of time that the said documents are not genuine then in that event the bid will be rejected or contract will be terminated, EMD will be forfeited and the Bidder may be debarred from participating in further/future bidding process.
- 3.4.7** The bid submitted by the Bidder shall be unconditional in all respect, other than as may be specifically permitted under this document.
- 3.4.8** Any bid submitted by a Bidder is not transferable.

3.5 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 / email.

3.6 ALL PAGES TO BE INITIALLED

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.

3.7 EARNEST MONEY DEPOSIT

- 3.7.1 The Bidder shall furnish, as part of the bid, Earnest Money Deposit (EMD) / Bid Security for an amount of Rs. 5.00 Lakh (Rupees Five Lakh 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, ING Vyasya Bank) and Cooperative Banks (Kalupur Commercial Bank Ltd, Rajkot Nagrik Sahkari Bank Ltd, Ahmedabad Mercantile Co-operative Bank Limited, Mehsana Urban Co-Operative Bank Ltd, Nutan Nagrik Sahkari Bank Ltd.), in the specified Performa of the bid document. No interest will be payable by GIPCL on the EMD / BID SECURITY.
- 3.7.2 The bid security shall be in the specified Performa of the bid document.
- 3.7.3 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.
- 3.7.4 The bid security of Contractor will be returned only when they have signed the agreement and have furnished the required performance security.
- 3.7.5 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.

3.8 VALIDITY

- 3.8.1 Bid submitted by Bidder shall remain valid for acceptance **for a period of six months**, from the date of opening of **Techno-Commercial Bid (Part-I)**. The Bidder shall not during the said period of six 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.
- 3.8.2 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.

3.9 LATE BIDS

Any bid received by GIPCL after the deadline for submission of bids, prescribed by GIPCL, in accordance with Clause 3.4, will not be accepted and documents submitted in physical forms will be returned to the Bidder unopened.

3.10 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.

3.11 Service Tax/GST

The bid prices will be exclusive of Service Tax/GST on applicable items. Service Tax/GST, if applicable and payable by the Bidder, shall be reimbursed by GIPCL at actual, subject to submission of documentary proof of having paid the Service Tax/GST and to the extent directly related to the services rendered by the Contractor under this contract. The supporting Service Tax/GST challan should be exclusively for the services rendered under this contract.

3.12 ADDENDA/CORRIGENDA

3.12.1 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.

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

3.13 RIGHTS OF THE GIPCL TO ACCEPT OR REJECT BID

3.13.1 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.

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

3.14 SECURITY DEPOSIT

3.14.1 Total Performance Security Deposit @ 10% of the First Year Contract Value shall be applicable on the Contract Work. Within 21 days of issue of LOI, the Contractor will make payment of security deposit (SD) in the form of Bank Draft in favor of Gujarat Industries Power Company Limited, payable at Vadodara 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, ING Vyasya Bank) and Cooperative Banks (Kalupur Commercial Bank Ltd, Rajkot Nagrik Sahkari Bank Ltd, Ahmedabad Mercantile Co-operative Bank Limited, Mehsana Urban Co-Operative Bank Ltd, Nutan Nagrik Sahkari Bank Ltd.) in the specified Performa of the bid document, for an amount of 10% of the First Year Contract Value.

The **Bank Guarantee** shall be maintained valid for at least six (06) months after the completion of the contract period.

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

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

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

- 3.14.5** 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 such amount being insufficient the Contractor shall within ten days of such shortfall make good in cash, failing which the balance amount shall be recovered by way of invoking the bank guarantee furnished as security.
- 3.14.6** In the event of bank guarantee amount being insufficient, then the balance recoverable amount shall be deducted from any sum, then due or which at any time thereafter may become due to the Contractor. The Contractor shall pay to GIPCL on demand any balance remaining due.
- 3.14.7** In case the Bank Guarantee is invoked for any reason/s, the Contractor shall furnish a fresh Bank Guarantee in the same format for the same amount and for the same period as the original Bank Guarantee within a period of 15 days from the date of invoking of original Bank Guarantee.
- 3.14.8** 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.
- 3.14.9** No interest is payable on Security deposit amount.
- 3.14.10** 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.
- 3.14.11** In case, the Contractor fails to mobilize required manpower and equipments within 30 (Thirty) days from the date of issue of LOI, the amount of security deposit as mentioned under Clause No. 3.14 may be forfeited at the sole discretion of the GIPCL.
- 3.15** **BIDDER TO OBTAIN INFORMATION OF HIS OWN.**
- 3.15.1** The Bidder in quoting the bid shall for all purposes, whatsoever is 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/detail given in the bid document is only to describe nature and magnitude of work and it is for the guidance purpose to the Bidder and no guarantee is extended to the Bidder for completeness or accuracy to the details mentioned in the bid document.
- 3.15.2** The Bidder shall be deemed to have examined the bid document, to have obtained own information in all matters whatsoever that might affect the carrying out of the works at the scheduled rates. Any error or omission or inconsistency in description of work, its details/specification etc. will neither release the Contractor from his contractual obligation during currency of contract nor make him eligible to demand any revision of remuneration or compensation. The Contractor shall be deemed to have visited Site and surroundings, to have satisfied himself to the working conditions at the Site, nature and conditions of rock and soil, availability of material, water, electric power, labour etc, transportation facilities, road network for transport of limestone 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 limestone so raised shall be used primarily for power generations.
- 3.16** **CLARIFICATIONS OF CONTENTS OF BID DOCUMENTS**
- 3.16.1** Any clarification / information provided, if that necessitates, then GIPCL will issue suitable addendum /corrigendum on website of www.nprocure.com, besides hosting

them on the web site of GIPCL, should an intending Bidder require any clarification in connection with, or any point covered by the bid documents, or as to any matter or thing to be done or not to be done by him/it in the event the contract for the work is awarded to him, he may seek clarifications by submitting a request for such clarification in writing so as to reach GIPCL. GIPCL in no way is responsible for any delay or loss in postal transaction or not visiting the web site of GIPCL by any intending Bidder.

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

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

3.17 EVALUATION OF BIDS

3.17.1 EVALUATION OF TECHNO-COMMERCIAL BID:

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

3.17.2 EVALUATION OF PRICE BID: -

1. Part II of Bid i.e. Price Bid of the Short-Listed Bidder shall be compared. However, the evaluation of offers will be made on the basis of the lowest offer received. The management reserves the right to accept or overlook or reject any lower rate offered by the Bidder without assigning any reason thereof.
2. **Estimate includes cost of OB Removal and Production and Transport of Maximum 150 mm and Minimum 10 mm size Limestone from Vastan Lignite Mine (Limestone Pit) with the use of required equipments, at all leads and lifts and depths up to approximately 25.00 to 30.00 m from the surface** as per the mining rules & regulations and as directed by and to the satisfaction of GIPCL. Loading and Transportation of ROM Limestone to Crusher. Loading and Unloading of Limestone rejects at designated place as per the instruction of GIPCL. Crushing of the limestone to required size of maximum 150 mm and minimum 10 mm, thereafter weighing the limestone at GIPCL's weighbridge, transporting and delivering at limestone hopper/ stacking at a designated place at Power Plant site and Loading the Limestone (lying at Power Plant Limestone Stockpile, around Limestone Crusher House, below the BCN LS-1 & In-Plant Lignite Shed) into Dumper/ Tipper or Tractor Trolley with JCB-3D/ Excavator/ Loader or any other equivalent equipment and transportation up to Reclaim Hoppers & Unloading into both Reclaim Hoppers at Limestone Handling System **including Safety Statutory Compliance and Mobilization etc...**
3. Service Tax/GST shall be paid extra at actual as per prevailing rates as declared by Central Government on submission of documentary evidence.
4. **Bidder shall have to quote the rates in the form of %age. i.e. "At Estimated Value OR _____%age above OR _____ %age below the estimated value."**

5. Lowest 50% out of total eligible Bidders (rounded to the next higher whole number) or Minimum three (03) eligible bidders, whichever is higher, shall be invited for participation in e-Reverse Auction.
6. Incremental value and duration for the e-Reverse Auction shall be informed to the qualified bidders before start of e-Reverse Auction. The L1 (**Lowest Per tonne Remuneration in Rs/tonne**) shall be put up for starting e-Reverse Auction. e-Reverse auction shall be for reducing the Per tonne Remuneration in Rs/tonne of Excavation and Removal of OB and Lime Stone, Crushing of the limestone to required size of maximum 150 mm and minimum 10 mm, thereafter weighing the limestone at GIPCL's weighbridge, Loading the Limestone (lying at Power Plant Limestone Stockpile, around Limestone Crusher House, below the BCN LS-1 & In-Plant Lignite Shed) into Dumper/ Tipper or Tractor Trolley with JCB-3D/ Excavator/ Loader or any other equivalent equipment and transportation up to Reclaim Hoppers & Unloading into both Reclaim Hoppers at Limestone Handling System and the bidders have to reduce their Per tonne Remuneration in Rs/tonne in decrement of value as decided before start of e-Reverse Auction.
7. After e-Reverse Auction process, L1 bidder shall be decided on lowest Per tonne Remuneration in Rs/tonne of Excavation and Removal of OB and Lime Stone, Crushing of the limestone to required size of maximum 150 mm and minimum 10 mm, thereafter weighing the limestone at GIPCL's weighbridge, Loading the Limestone (lying at Power Plant Limestone Stockpile, around Limestone Crusher House, below the BCN LS-1 & In-Plant Lignite Shed) into Dumper/ Tipper or Tractor Trolley with JCB-3D/ Excavator/ Loader or any other equivalent equipment and transportation up to Reclaim Hoppers & Unloading into both Reclaim Hoppers at Limestone Handling System.

3.18 GIPCL reserves the right –

- i. to reject any or all the bids, in part or in full, without assigning any reason, thereof,
- ii. not to accept the lowest bid without assigning any reason, thereof,
- 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.

3.19 Acceptance of LOI and Payment of Security Deposit

Within 10 days of issue of LOI, the Contractor will submit its acceptance and make payment of security deposit in the manner prescribed in clause no. 3.14 of Section - III, "Instruction to the Bidders". 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.

3.20 Contract Agreement and Commencement of Work

3.20.1 The Contractor, along with the payment of security deposit, will also enter into agreement with GIPCL on appropriate stamp paper (to be provided by the Bidder) in token of acceptance of the terms and conditions of the contract, within 15 days of issue of LOI. A letter, authorizing Contractor to commence the work will then be issued by GIPCL. The Contractor will have to mobilize and start the actual excavation work within 30 (Thirty) days from the date of issue of LOI.

The Contractor should be able to execute the full monthly allocated limestone quantity (as per the assigned bid quantity) after 30 days onward from the completion of Mobilization period. In case of failure to commence the work within the stipulated mentioned period the contract may be terminated, at the discretion of GIPCL.

3.20.2 The zero date reckoned for the contract shall be the date of issuance of LOI to the Contractor.

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

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

- Individual : Individual himself.
- Proprietary firm : Proprietor himself.
- Partnership firm : Senior Authorised Managing Partner
- Limited : Managing Director or Functional Director duly authorized by company the Board of Directors.
- Consortium : Duly Authorized signatories each of the members of the Consortium.

3.21 FRAUD AND CORRUPT PRACATICES

- 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

Gujarat Industries Power Company Ltd

any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of GIPCL, shall be deemed to constitute influencing the actions of a person connected with the bidding process and/or during the execution of the Contract);or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the Lol and/or during/after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Contract or the Lol or the up to one month after financial closure, who at any time has been or is a legal, financial or technical adviser of GIPCL in relation to any matter concerning the Bid/ Lol/ Contract;

- b. "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process/ issue of Lol or during the execution of the Contract;
- c. "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property or interest of GIPCL to influence any person's participation or action in the Bidding Process or impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence actions of any person of GIPCL during the execution of the contract;
- d. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by GIPCL or any other person with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process/ issue of Lol or execution of the Contract; or (ii) having a Conflict of Interest; and
- e. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders/Contractors with the objective of restricting or manipulating a free and fair competition in the bidding process and/or with the objective of restricting or manipulating limestone supply during execution of the Contract.

SECTION- IV

QUALIFYING CRITERIA

4.1 Experience

- 4.1.1** Bidder should possess minimum three years of experience out of last five years in similar nature of jobs like Earth Excavation in Mines, Overburden Removal and Mining of Minerals using hydraulic shovels/excavator with matching dumpers annually and should enclose proof of the same. **Bidder shall submit attested copies of work orders along with satisfactory work completion certificates from clients including the latest contract. The satisfactory work completion certificate shall comprise of executed quantity in CuM/Tonne. Bidders should have executed the work directly.**

The Bidder should have experience in any type of Earth Excavation in Mines, Overburden Removal and Mining of Minerals using hydraulic shovels/excavator with matching dumpers for earth excavation /OB removal/ limestone excavation. The experience should be either of the following:

1. Bidder should have executed at least one single order of 2.00 Lakh Te of any Minerals during any of the last five financial years i.e. 2012-13, 2013-14, 2014-15, 2015-16 and 2016-17 **or**
2. Bidder should have executed at least two single order of 1.50 Lakh Te of any Minerals during any of the last five financial years i.e. 2012-13, 2013-14, 2014-15, 2015-16 and 2016-17 **or**
3. Bidder should have executed at least three single order of 1.25 Lakh Te of any Minerals during any of the last five financial years i.e. 2012-13, 2013-14, 2014-15, 2015-16 and 2016-17.

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

- 4.1.2** The Bidder should directly own and should readily have adequate number of Heavy Earth Moving Machinery (HEMM) for a capacity of minimum 5.00 Lakh CuM/annum of earth excavation/OB removal/limestone raising and transportation of Crushed Limestone. **These include Excavators, Hydraulic Tippers/ Dumpers and one number of dozer and Pressurized Water Sprinklers of 10.00 KL, while submitting the offer.** The details of machinery owned should be provided in Form-D along with a certificate from Chartered Accountant in Form-D.

4.2 FINANCIAL STANDING OF THE PARTY

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

1. The Bidder shall have Positive Net Worth as on 31st March, 2016.
2. The Bidder shall have to fulfill the annual turnover requirement of at least Indian Rupees **1.60 Crore** (One Crore and Sixty Lakh) in all the last 3 (Three) Financial Years (2013-14, 2014-15 and 2015-16).

Note:

1. The terms Net worth and Turnover shall have the meaning and definition

as stated in this document.

2. **Bidder shall furnish annual audited financial statement duly certified by Chartered Accountant for the last three financial years to demonstrate the financial healthiness of the company.**
3. Where the financial statement is expressed in currency other than Indian Rupees, the financial qualification as described above shall be computed by converting the financial figures to Indian Rupees based on the exchange rates (RBI Reference Rate) prevailing rate on last date of submission of bids.
4. If the Bidder is a Bidding Consortium, the Lead Member shall have the 100% Turnover, 100% Net worth (i.e. all financial criteria) as mentioned above and at least 25% of the Mining experience as required under clause 4.1.1 and own at least such number of HEMM which shall be 25% of the total HEMM as may be required under clause no. 4.1.2 on stand-alone basis.
5. A Consortium Member of a Bidding Consortium shall be required to individually meet either the Qualifying Techno-commercial Qualifying Criteria or the Financial Qualifying Criteria.

4.3 Consortium

- 4.3.1 Consortium of not more than two parties, who have prescribed experience and financial strength, can participate in the bid. A consortium formed for the purpose of this bid shall be permitted only if the following conditions are met:
- 4.3.2 The number of consortium partners should not be more than two, and they should have proper and legally enforceable working arrangements in the form of agreement (refer **Form-J**). A copy of such registered agreement should be submitted along with Techno-Commercial Bid (Part-I).
- 4.3.3 The lead member shall be responsible for execution of the Mining Works. An undertaking to this effect shall be submitted along with the bid. (refer **Form-K**)
- 4.3.4 The consortium partners shall be jointly and severally liable for all the contractual obligations. They should have total commitment to fulfill all the terms and conditions of the contract during the contract period. An undertaking in this regards shall be submitted along with the bid.
- 4.3.5 The consortium shall nominate a leader of consortium who shall be responsible for contract related compliances, contractual obligations, correspondence and transactions with GIPCL.
- 4.3.6 Bids submitted by a consortium shall comply with the following requirements :-
 1. The bid documents shall be signed by the authorized persons of the Consortium Members (refer to sub-clause 2 below) and a copy of the Registered Agreement signed by both the partners shall be enclosed.
 2. One of the Consortium Members shall be nominated as being in the Leader of Consortium; and a power of attorney to this effect signed by duly authorized signatories of the partners shall be submitted along with the bid document
 3. The Leader of Consortium shall be authorized to make correspondence with GIPCL on behalf of any or both partners of the consortium and shall be responsible for execution of the entire contract and to ensure that the same is executed by the other member of the Consortium.
 4. Both partners of the consortium shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and a relevant statement to this effect shall be included in the authorization mentioned above as well as in the Form of Bid and the Form of Agreement (in case of successful bid).

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

- 4.3.8** Bids submitted by a partnership firm shall comply with the following requirements:-

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

4.4 Ownership of Machinery/Equipment

The delivered limestone to GIPCL shall be of maximum 150 mm and minimum 10 mm size only and the Bidder, accordingly, shall provide suitable equipments and system.

Sr. No.	Particulars
1	Hydraulic Excavators with minimum two numbers of 1.7 and two numbers of 1.1 CuM Capacity.
2	Providing Double Differential Hydraulic Tippers/ Dumpers (8X4) of at least 31 Te Gross Vehicle Weight as certified by the RTO. These tippers/dumpers should be compatible for GIPCL weighbridges and delivering limestone at power plant stockyard or any other delivery point decided by GIPCL.
3	Dozers with at least 150 HP (D-50) capacity.
4	Crusher with at least 150 TPH capacity.
5	Grader with at least 135 HP capacity.
6	Pressurized Water Sprinklers of a design approved by GIPCL with at least 10.00 KL capacity.
7	JCB type Excavator-cum-Loader or Front end Loader.

The Bidder should directly own, possess and be in a position to readily deploy above mentioned heavy earth moving machineries for annual OB removal of minimum **5.00 (Five) Lakh Cum/annum** of earth excavation/OB removal /Limestone raising, while submitting the offer **this include Excavators, Hydraulic Tippers/ Dumpers and one number of dozer and Pressurized Water Sprinklers of 10.00 KL, while submitting the offer.** The Bidder shall submit phase-wise deployment of equipment listing separately those in possession and those it needs to procure.

The details of machinery owned should be provided in Form-D along with a certificate from Chartered Accountant in Form-D.

4.5 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 annexure.

4.6 Declaration

The Bidder should give a declaration along with the Techno-Commercial Bid that it has not enclosed any conditional offer in the **Form-G.**

4.7 Additional Pre-Qualification Criteria

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

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

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

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

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

4.9 LEGAL COMPLIANCE

The Bidder must possess a valid PF Registration Number issued by RPFC. In case of a consortium, PF registration numbers obtained in the individual capacity of the consortium partners will be considered for eligibility on this account. However, the consortium will have to obtain fresh PF registration under consortium title, within 30 days of commencement of work. In case of failure, the payment of the monthly bill will not be made until it produces proof of having obtained the registration.

4.10 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.

4.11

CHANGE IN OWNERSHIP

In case of a Consortium being a Bidder:

1. By submitting the Bid, the Bidder shall be deemed to have acknowledged that it was pre-qualified and short-listed on the basis of technical capacity and financial capacity of those of its Consortium Members who will own at least 26% each of the equity of the Concessionaire. The Bidder further acknowledges and undertakes that each of such Consortium Members shall continue to hold at least 26% of the equity of the Consortium until a period of 05 years from the date of Lol.
2. By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member whose technical capacity and/ or financial capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with Bid Document, the Bidder shall inform GIPCL forthwith along with all relevant particulars about the same and GIPCL may, in its sole discretion, disqualify the Bidder or withdraw the LOI from the Selected Bidder, as the case may.

SECTION- V**MINING - PART I (GEOLOGY OF THE DEPOSIT)****5.1.1 LOCATION**

The proposed Vastan Lignite Mine (Limestone Pit) is situated near Vastan Village. This mining block lies in district Surat of Gujarat state. The whole lease area falls within the revenue area of Vastan village. The latitude & longitude of the mine area as under: Latitude 21°22' 43.61" N :: 21°24' 19.03" N and Longitude 73°04' 23.93"E :: 73°05' 06.37" E. It falls within the Survey of India Topo-sheet No. 46G/03. This block is about 45 Kms from Surat, the District Head Quarter.

5.1.2 PHYSIOGRAPHY & DRAINAGE PATTERN

The terrain of the area is more or less flat with minor undulations, the slope generally being towards south –west in southern portion and towards eastern in northern portion. The general elevation of the area varies from 46.0 to 37.0 m above MSL.

5.1.3 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 second week of September. The area in general is more or less flat with some minor undulations. The general slope of the area is towards Kim river flowing from the north eastern part. Kim river is a seasonal river which flows in the northwest direction. Normally 270 days are available for actual working in the proposed mining area.

5.1.4 GROUND WATER

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

5.1.5 GENERAL GEOLOGY OF VASTAN LIGNITE MINE (LIMESTONE PIT)

In the area North & South of Vastan Village, there are very few rock exposures seen along nallah cuttings. Otherwise, the area is mainly covered by alluvium. In the North of Vastan, exposures of only gypseous and variegated clays of Lower Eocene age are observed. At places this clay is found associated with weathered nodules of siderite. In the south of village Vastan, in addition to the variegated gypseous clays, exposures of Nummulitic Limestone overlying these clays are also observed.

These Tertiary formations are in contact with Deccan trap in the eastern part of the area. This contact zone runs in North-East to South-West directions. The regional stratigraphic sequence is given in Table:

REGIONAL STRATIGRAPHIC SEQUENCE

AGE	FORMATION	LITHOLOGY
Sub-Recent to Recent with	Alluvium	Black soil, Clay, Kankar
Upper Eocene	Tertiary Rock	Nummulitic limestone and

		red clay & yellow gypsum clay
Lower Eocene		Variegated clay, Grey Clay, Dark Clay, Siderite, Carbonaceous clay, Lignite, Fossiliferous clay, Lignite with fossiliferous clay, Grey clay.
-----Unconformity-----		
Paleocene to Lower Eocene		Sub-Bentonitic clay, Lithomargic clays
Upper Cretaceous to Lower Eocene		Rhyolite
Upper Cretaceous		Deccan trap

5.1.6

EXPLORATION & INTERPRETION

Diamond core drilling was undertaken with a view to proving the depth continuation of the deposit, ascertaining the quality and its variation, if any, and also delimiting the end of the mineralized zone.

Taking into consideration the peculiar shape and disposition of the lease area borehole locations were chosen primarily based on the intersection points of the grid lines at 40.00 to 50.00 m interval.

Altogether 108 boreholes ranging in depth up to 50.00 m were drilled totaling to a drilling Meterage of 5247 meter. All the boreholes were drilled vertically in NX size occasionally resorting to dry drilling for maximizing core recovery in limestone.

All the estimates are made based on this data. There may be variation between the estimates and the actual quantities. The Contractor shall not be relieved of the obligation under the contract due to any loss that it may sustain as a result of any variance between conditions shown in the drawing and the actual or otherwise.

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

SECTION- V

MINING - PART II (SCOPE OF WORK & SPECIAL CONDITIONS OF THE CONTRACT)

5.2.1 AREA COVERED IN THE SCOPE OF WORK

The proposed Vastan Lignite Mine (Limestone Pit) is situated near Vastan and Tadkeshwar Village. This mining block lies in district Surat of Gujarat state. The whole lease area falls within the revenue area of Vastan village. The latitude & longitude of the mine area as under: Latitude 21°22' 57"N :: 21°24' 41" N and Longitude 73°05' 26"E :: 73°06' 22" E. It falls within the Survey of India Topo-sheet No. 46G/03. The areas as defined above have been marked in the enclosed drawings; Management at its sole discretion may alter the boundary line / limits in case of difficulties in land acquisition or for any other reasons beyond the control of GIPCL.

5.2.2 SCOPE OF WORK

5.2.2.1 Description of work

1. **Excavation:** - Providing of equipment with operators and maintenance staff and facilities for the excavation of all types of strata such as alluvium, different types of clay (Black cotton soil, morrum, Grey, Dark Grey, Variegated Fossiliferous, Carbonaceous etc.) dumping at all leads and lifts and leveling the overburden at site so as to expose Limestone etc, as per the prevailing mining rules and as directed by and to the satisfaction of the GIPCL. The work also includes, making of various haul roads, pumping out seepage and monsoon water. All other protective works such as making of garland drains, suitable nallahs etc., for keeping the workings always safe and workable as per Mining Rules and Regulations.

Excavation and removal of OB & Lime stone with the use of equipments, at all leads and lifts and depths up to approximately **25.00 to 30.00 m from the surface** as per the mining rules and as directed by and to the satisfaction of GIPCL.

2. **Transportation:** Excavated limestone shall be transported to Contractor's crusher point and after crushing of the limestone to required size it shall be transported, weighed at the weigh bridge, unloaded/stacked at power plant Limestone stockyard. Normally the transportation of Limestone to the power plant would be done in between 6 am to 10 pm. The transportation time may be vary as per requirement of GIPCL. The dumper/tipper should be evenly loaded to avoid spillage of Limestone along the transport route to the power plant. If any spillage takes place, it has to be cleared at regular intervals. Regular water sprinkling has to be done along the road from the Mine to the Power Plant. The stocks should be prepared in a proper manner by leveling for optimum use of the space available. The height of the stock must not be more than 8 Mtrs. The transport cost shall be inclusive of all leads and lifts.
3. **Crushing:** The run-of-Mine limestone shall be crushed and screened before transporting the limestone to the power plant stock yard. The rate quoted will not depend on the mode of crushing adopted by the Contractor. Crushing can be undertaken by ripper, breaker, and crusher or by any other machinery. The crushing and screening plant to be installed for the purpose will have a minimum capacity of 150 Tonne/hour and shall be provided with dust extraction/ suppression facility to contain the SPM conforming to the standards laid down by GPCB. Crushing of the limestone to required size of maximum 150 mm and minimum 10 mm, thereafter weighing the limestone at GIPCL's weighbridge, transporting and delivering at limestone hopper/ stacking at a designated place at Power Plant site

as directed by GIPCL.

The Contractor will have to deliver the product measuring not more than 150 mm and not less than 10 mm. Boulders of bigger size shall not be accepted. All costs, losses, damages incurred by GIPCL in getting the bigger size boulders broken into acceptable size will be recovered from the Contractors running bill/security. The Contractor shall have no claim on oversized boulders i.e. above 150mm size and on undersized fines i.e. below 10 mm size.

However, approximately 10.00 to 20.00% undersize generated during sizing of limestone at crusher site will be stacked separately at a designated place as directed by the GIPCL.

4. **Rehandling:** Contractor will be required to re-handle and supply Limestone in to the both reclaim hoppers at lime stone handling system, which is operated generally during 6 AM to 2.00 PM or any other time as specified by the GIPCL officials that daily requirement of the Power Plant may be fulfill either by the unloading of the crushed material from Mines directly or by Loading the lime stone (lying at power plant lime stone stockpile, around Limestone crusher house, below the BCN LS-1 & in plant lignite shed) into dumper/ tipper or tractor trolley with JCB-3D or Excavator or any other equivalent equipment, transportation up to reclaim hoppers, & unloading into both reclaim hoppers at lime stone handling system in such a way that minimum 200 TPH of feed rate shall be maintained at lime stone handling system during 6 AM to 2.00 PM or any other time as specified by the GIPCL officials.

Contractor has to do this job as per the instruction of GIPCL officials. Contractor may have to wait for feeding in case of choke up of system, for which no extra claim of idle manpower, machinery or on any account whatsoever will be acceptable by GIPCL/SLPP. Contractor has to spare his JCB-3D or equivalent for choke up removal of both reclaim hoppers once or twice a day without any financial implication

5. **Quality:** Transported and stacked Limestone to the Power Plant shall contain CaO in the range of 35% to 39.5% % and Moisture shall be less or equivalent to 4%.

5.2.2.2 Allied & Preparatory works

1. In case the Contractor needs to construct or create site facilities, GIPCL may provide appropriate land during the contract within the mine lease area **on Rental basis subject to the availability of Land.**
2. The Contractor shall ensure that standers of illumination arrangements of the Limestone Mine shall be maintained as per DGMS(Tech) (S&T) circular No 06 of 2016, dated-8/4/2016. The Illumination arrangement shall be Power efficient.
3. The mine lighting should be designed and installed with proper lamps and fixtures in regard to height, orientation, spacing and reflectors or other accessories, so as to secure a uniform distribution of light on the work area for visual comfort and avoiding objectionable shadows, sharp contracts of intensity, glare, light clutter (excessive groupings of light) and light pollution to prevent strain on the eyes of the workmen, work fatigue and medically defined stress.
4. Illumination level shall be maintained with the help of minimum 4 Nos. of High Mast Tower (Minimum 22 meter Tower Height with 12 Nos. x 2 x 400 Watt lighting fixtures) for limestone working pits, Limestone crusher site, Limestone ROM stock

yard, Overburden dump yard and undersize waste material Dump yard areas. All Haul Road (in-between limestone working pit, Limestone Crusher, Limestone ROM stock yard, Overburden dump yard and undersize waste material Dump yard) shall be illuminated with the help of minimum 11 meter Pole Height having 250 Watt lighting fixture. The distance between two subsequent poles shall not be more than 30 meter and minimum 100 meter from the High Mast Tower. Further, additional lighting arrangement shall be made to achieved illumination standard as per DGMS (Tech) (S&T) circular No 06 of 2016.

5. Portable lighting shall be provided at places, where the permanent/fixed lighting is not possible.
6. Water for dust suppression, cleaning, drinking etc., shall be arranged by the Contractor at its own cost and expenses.
7. The Contractor shall develop and maintain plantation around the crushing and screening plant area as well as along the road to the Power Plant for a maximum area of 7.5 Ha as directed by GIPCL. The green belt developed earlier for this purpose shall also be maintained for the duration of this contract. In the event the Contractor fails to do so GIPCL shall have the liberty to get it done at the cost of the successful bidder.
8. The Contractor shall install 440/220V Ph to Ph Transformer for Mine Lighting As per CMR 1957 and DGMS circulars issued in this regard.
9. The Contractor shall install and maintain its Electrical Installation, approved by DGMS Electrical Inspector and as per Central Electricity Authority (Measures Relating of Safety and Electric Supply) Regulation 2010.
10. **The Contractor shall Make own Arrangement for Maintain Power Factor for its electrical installation as per DGVCL Norms.**

5.2.2.3 Construction & maintenance of roads, footpaths, etc.

1. The Contractor will be responsible for construction and maintenance of haulage roads within the mining pit and at the surface. A pucca road constructed by GIPCL exists between the current mine entry and the Limestone stock yard at power plant. This however, shall not relieve the Contractor of his responsibility of constructing and maintaining roads for this purpose, should it be so required in future. The haul roads, wherever required shall be constructed to allow un-interrupted movement of trucks for loading having alignments and specifications approved by GIPCL. GIPCL reserves full rights to use such roads, which are, constructed by the Contractor without any liability whatsoever devolving on GIPCL.
2. A separate service road / pathway shall also be provided in the Mine and maintained by the Contractor for movement of service vehicles, jeeps, personnel carriers and other LCM's and MCV's so as to ensure that the movement of the same does not interfere with the movement of the Mine Dumpers.
3. All such roads whether meant for HEMM or light / service vehicles shall be provided with drains on both sides as well as sign boards as directed by GIPCL
4. The Contractor shall make arrangements for sprinkling of water on haul roads, mining faces, dump yards, etc. and take adequate precautions for dust suppression.
5. Wherever, the village roads come under active mining, the Contractor shall provide an alternate pathway / road at a safe distance and away from mining operations / village road as per requirements at his own cost.

5.2.2.4 Dewatering & Pumping

The Contractor shall make its own arrangements for pumping out water from the pit so as to keep the pit dry, at no extra cost to GIPCL. Adequate arrangements for preventing surface rainwater inrush into the pit shall also be made by the Contractor. Subsurface water will be taken care of by pumping it out at Contractors cost. Pumping

arrangements for maintaining the pit dry will have to be made by the Contractor at its own cost & expenses. Adequate drainage arrangements by installing suitable capacity pumps and pipe lines and construction of sump / sumps will be made by the Contractor at his cost for drainage of subsurface and rain water within the pit and outside the pit up to the disposal Site. Disposal Site will be on the western side of the pit and discharge point will be decided by GIPCL. However, the discharge point will be within the mining lease area only. Necessary ground water data should be properly looked in to by the Contractor at his / its end; It will be the sole responsibility of the Contractor to keep the pit dry so to ensure uninterrupted mining operation, irrespective of quantum & quality of water that is encountered in the course of execution of the Contract. The disposal of water, as & when made will be keeping in view the environmental laws & other relevant aspects.

From the energy conservation point of view, Bidders are advised to use the Star Rating Motors and other related accessories.

The cost of pumping of water is to be included in the offered in the Per tonne of Limestone's Remuneration. The Contractor shall have to Submit detail planning of de-watering activity covering de-watering Installation before the every monsoon (i.e. on or before 1st May of every year) and this plan shall be approved by the GIPCL.

5.2.2.5 Measures against fires

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

5.2.2.6 Quality Control of limestone

Quality: The Quality of Product received at the Power plant must be according to the specification mentioned as above. The Contractor will maintain the quality of product as available in-situ and shall not make /cause/ allow any contamination /dilution beyond (-) 0.5% CaO available in the Limestone and more than 4% of Moisture. Any loss or degradation of product quality will constitute breach of contract and any loss or damage caused to the GIPCL on this account will be recovered from the bills/security of the Contractor. As per the current situation the CaO of the product as received at Power Plant stockpile **shall not be less than** in the range of 35% to 39.5% and moisture of the crushed limestone as received at Power Plant stockpile **shall not be more than 4% on daily basis.** Blending of various quality of product to achieve the desired quality is permitted.

The procedure for ascertaining quality shall include the following:

1. Analysis of Samples collected from loading face randomly.
2. Analysis of samples collected from the transporting equipment randomly.
3. Sampling from the hopper after crushing for determining the size and quality of the product.
4. Sampling from the power plant stockpile.

Blending, and Sorting if needed shall have to be undertaken by the Contractor, at his own cost so as to ensure that chemical analysis of Limestone produced confirms to specification prescribed in this tender documents. No payment will be made for sub grade Limestone Produced by Contractors and such sub grade Limestone shall be property of the GIPCL. The payment to the Contractor will be made only for the quantity

of the product that conforms to the specified quality as mentioned above. No payment shall be made for sub-grade product and such product shall be the property of GIPCL.

5.2.3 Mine Design Parameters

The execution shall have to be done by the Contractor by preparing benches as per mining rules and regulations in force from time to time and / or as per the instructions given in writing by GIPCL and Contractor shall have also to fulfill the provisions of mining laws. Based on the experience, these parameters may be modified by GIPCL to ensure the slope stability and higher recovery of the Limestone. In case of any failure of slope, the Contractor shall handle the waste and the same shall be treated as overburden handling and part of the scope of work.

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

5.2.4 Final Dressing

Final dressing of the bench floors and bench faces shall be done by the Contractor as per the scope of work and the drawings provided for “End of year - 5” bench configuration. All over -hangs and loose rocks shall be dressed down and floors be cleaned up. All haul roads and access roads would be in good condition for further vehicular movement.

5.2.5 Estimated Quantities of Limestone dispatch and Rehandling: -

The following table shows the approximate estimated quantities of Limestone to be produced and delivered annually from Vastan Lignite Mine (Limestone Pit).

	I YEAR	II YEAR	III YEAR	IV YEAR	V YEAR	TOTAL
Limestone Quantity (in Lakh Tonne)	2.50	2.50	2.50	2.50	2.50	12.50

The monthly production and delivery of limestone of required size of maximum 150 mm and minimum 10 mm, for the first Operating Year is as below:

Month	Sized Limestone Target Quantity (in Tonne)
Oct'17	0.00
Nov'17	25000.00
Dec'17	30000.00
Jan'18	30000.00
Feb'18	30000.00
March'18	40000.00
April'18	40000.00
May'18	40000.00
June'18	15000.00
July'18	0.00
Aug'18	0.00

Gujarat Industries Power Company Ltd

Sep'18	0.00
Total	250000.00

The monthly production/delivery targets of sized limestone for the subsequent operating years shall be provided by GIPCL at least one month prior to the commencement of operating year. GIPCL reserves the right to reduce the monthly target with 7 (Seven) days notice.

Contractor will also be required to re-handle and supply Limestone in to the both reclaim hoppers at lime stone handling system, which is operated generally during 6 AM to 2.00 PM or any other time as specified by the GIPCL officials that daily requirement of the Power Plant may be fulfill either by the unloading of the crushed material from Mines directly or by Loading the lime stone (lying at power plant lime stone stockpile, around Limestone crusher house, below the BCN LS-1 & in plant lignite shed) into dumper/ tipper or tractor trolley with JCB-3D or Excavator or any other equivalent equipment, transportation up to reclaim hoppers, & unloading into both reclaim hoppers at lime stone handling system in such a way that minimum 200 TPH of feed rate shall be maintained at lime stone handling system during 6 AM to 2.00 PM or any other time as specified by the GIPCL officials.

Contractor has to do this job as per the instruction of GIPCL officials. Contractor may have to wait for feeding in case of choke up of system, for which no extra claim of idle manpower, machinery or on any account whatsoever will be acceptable by GIPCL/SLPP. Contractor has to spare his JCB-3D or equivalent for choke up removal of both reclaim hoppers as and when required without any financial implication

Note: -

1. The quantities of limestone are only indicative/ estimated figures. As this is a captive limestone mine for Surat Lignite Power Plant, the actual quantity of limestone will depend solely on the requirement of the power plant. GIPCL shall have sole discretion to vary the quantity of limestone based on the requirement of the power plant for generation of electricity from time to time. The Bidder / Contractor has agreed and understood that the requirement of limestone by Power Plant may vary from time to time, to which the Bidders/Contractor shall not have any objection. Accordingly, the Contractor shall not be entitled to any compensation or indemnity on account of increase or decrease in the quantity of limestone. Further GIPCL reserves the right to increase/decrease the annual quantity in an operating year.
2. GIPCL reserves the right to make any alteration / addition in the area for the contracted quantity as above, without any compensation.
3. In case, the design parameters of the mine as stipulated in the plans enclosed are required to be changed on account of safety reasons and/or as per the directions of the statutory authority or any other un-foreseen circumstances, the Contractor shall have to undertake the same without any claim whatsoever on account of such changes except for the provision of Clause No. 5.2.3 hereinafter.
4. Generally during the months of July, August and September, Monsoon is active and normal mining activities are not possible. As such, as per the prevailing practice, the Contractor will have to build up a stock of sized limestone of about 4 month's consumption of plants at stock yards and will compact it at Power Plant or any other location as directed by GIPCL, before the onset of monsoon.
5. Contractor will be required to re-handle and supply Limestone in to the both reclaim

hoppers at lime stone handling system, which is operated generally during 6 AM to 2.00 PM or any other time as specified by the GIPCL officials that daily requirement of the Power Plant may be fulfilled either by the unloading of the crushed material from Mines directly or by Loading the lime stone (lying at power plant lime stone stockpile, around Limestone crusher house, below the BCN LS-1 & in plant lignite shed) into dumper/ tipper or tractor trolley with JCB-3D or Excavator or any other equivalent equipment, transportation up to reclaim hoppers, & unloading into both reclaim hoppers at lime stone handling system in such a way that minimum 200 TPH of feed rate shall be maintained at lime stone handling system during 6 AM to 2.00 PM or any other time as specified by the GIPCL officials.

6. Contractor may have to wait for feeding in case of choke up of system, for which no extra claim of idle manpower, machinery or on any account whatsoever will be acceptable by GIPCL/SLPP. Contractor has to spare his JCB-3D or equivalent for choke up removal of both reclaim hoppers once or twice a day without any financial implication
7. GIPCL reserves the right to vary the quantity of sized limestone of the respective years, to be excavated in any particular year, during the currency of the Contract without any entitlement to compensation to Contractor. Notice in writing by GIPCL shall be given to the Contractor in case GIPCL decides to do so, to enable the Contractor to make necessary arrangements for the same.

5.2.6 TIME FOR COMPLETION OF THE WORK COVERED BY CONTRACT

- 5.2.6.1 Time Schedule:** - The period of 30 (Thirty) 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 personnel, equipments, tools and tackles. The quantities of limestone are only indicative/ estimated figures. As this is a captive limestone mine for Surat Lignite Power Plant, the actual quantity of limestone will depend solely on the requirement of the power plant. GIPCL shall have sole discretion to vary the quantity of limestone based on the requirement of the power plant for generation of electricity from time to time. The Bidder / Contractor has agreed and understood that the requirement of limestone by Power Plant may vary from time to time, to which the Bidders/Contractor shall not have any objection. Accordingly, the Contractor shall not be entitled to any compensation or indemnity on account of increase or decrease in the quantity of limestone. Further GIPCL reserves the right to increase/decrease the annual quantity in an operating year.

- 5.2.6.2 The zero date reckoned for the contract shall be the date of issuance of LOI or work order to the Contractor. Year 1 (one) shall mean a period of twelve (12) months from the date of issuance of LOI or work order. The subsequent years shall follow twelve (12) months from the end of Year I (one).**

- 5.2.6.3** 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 07 (Seven) days of the date of the hindrance on account of which he desires such extension as aforesaid, and GIPCL shall if in its opinion which shall be final and binding on the Contractor, reasonable grounds exist, authorize such extension of time as may in its opinion be necessary or proper. Whenever such extension is granted by GIPCL this would be without prejudice to GIPCL's right to take appropriate action under this contract and without any additional financial liability on GIPCL.

- 5.2.6.4** Failure or delay by GIPCL to hand over the Site to the Contractor necessary for the executions of the works, or to provide the necessary drawings and instructions or any

other delay by GIPCL due to any other cause, whatsoever shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to claim damages or compensation thereof, provided, however, that GIPCL may at its sole discretion extend the time for completion of the work by such period as it may consider necessary or proper.

5.2.6.5 If the quantity awarded remains unexecuted for any reason whatsoever, including reduced /less requirement of limestone by power plant, at the end of Contract period of five years, GIPCL may at its sole discretion grant such extension of time as it may deem fit for the execution of balanced unexecuted quantity or any part thereof on the same rates, terms and conditions of the Contract.

5.2.6.6 If the Contractor completes the awarded work quantity before completion of the awarded contract period of five years, GIPCL may at its sole discretion award such additional work quantity as it may deem fit, at the same rates and same terms and conditions of the contract.

5.2.7 RIGHT TO REVIEW PERFORMANCE

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

5.2.8 RISK & COST

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

5.2.9 Special Conditions of Work:

5.2.9.1 The Contractor shall exercise due care to excavate limestone cleanly and without any intermixing with O.B. material.

5.2.9.2 The GIPCL may direct the Contractor to increase / decrease the level of limestone raising during any period in accordance with the demand.

5.2.9.3 Modifications in the enclosed plans and sections governing working of the Contractor shall be carried out at the discretion of GIPCL to suit the actual conditions revealed during the course of operations and to meet exigencies of work without any compensation to the Contractor

5.2.10 Mechanization

5.2.10.1 The **estimated quantities of Limestone dispatch** annually is as per Clause No. 5.2.5. The Contractor shall have to deploy equipment of adequate capacity and adequate number to handle these volumes. The desirable minimum size of major equipments to be used in the areas under scope of work has been given in clause no. 4.4.

5.2.10.2 Fitness of Heavy Earth Moving Equipments and crushing plant :-

The Contractor will be required to deploy heavy earth moving machinery and crushing plant in efficient working condition. The Contractor will be required to maintain adequate competent officials / skilled persons for operation, maintenance, repairs & examinations of plant and 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 plant and machineries. The Contractor will provide full co-operation and help in carrying out these examinations and tests. However, during any such test/examination, if any plant and machinery is found unfit, the Contractor will forthwith stop/

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 plant and machinery so that works do not suffer.

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

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

5.2.11 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/ plant and equipment or his/its employees or any outside party shall be exclusively responsibility 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 GIPCLGIPCL

3. The Contractor shall pay all claims, damages, and compensation with cost arising out of or resulting there from to the third party(s) and in case GIPCL would be required to face any proceedings or to pay any amount on the aforesaid account, it shall be deemed to have been discharged on behalf of the Contractor, who will reimburse the cost/expenses to GIPCL.

5.2.12 Drawings to be supplied by GIPCL

5.2.12.1 Drawings attached with bid document shall be only for the general guidance of the Contractor to enable him/it to visualize the type of work contemplated and scope of work involved. The Contractor will be deemed to have studied the drawings and formed an idea about the work involved.

5.2.12.2 Any discrepancy between the specifications and the drawings or any error, omission or ambiguity in the specifications or the drawings shall not invalidate the contract. The Contractor shall immediately on noticing any such discrepancy, error, omission or ambiguity brings the same to the notice of the GIPCL. Any work done by the Contractor even after discovery by him/it of such discrepancy, error, omission or ambiguity will be at the Contractor's risk and cost.

5.2.12.3 Any work for which no specification or drawing has been prescribed or issued by GIPCL are to be carried out by the Contractor in all respects in accordance with the instructions and requirements of the GIPCL.

5.2.12.4 **The drawing/s for the work as listed herein, is based upon the interpretation of borehole information as per exploration carried out so far by various agencies. The Contractor shall not be relieved of the liability under the contract for any loss sustained by the Contractor as a result of any variance between conditions as shown on the drawings and the actual or otherwise.**

5.2.13 Changes in works

The quantities set out by GIPCL in the dispatch schedule at Clause No. 5.2.5 are only estimated quantities of work and GIPCL shall not be bound for any short fall.

5.2.14 Allotment of Area for Work

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

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

5.2.15

Work Personnel

1. The contractor shall maintain and provide records of all his employees entering the mines, in the register. These registers duly maintained and updated should be kept in the office at the mines, so that the same is available for inspection by any statutory authority.
2. The contractor shall keep GIPCL indemnified against all the claims and liabilities of his direct or indirect employees, contracted employees engaged in respect of this contract, under the applicable Act, rules, regulations and bye laws as may be in force from time to time during the period of the contract or otherwise in respect of any claim, damage, compensation etc., whatsoever payable in consequence of any loss, damage, accident or injury etc. sustained by these personnel. In the event GIPCL is required to pay any sum on this account then the same shall be recoverable from the running bills and /or security deposit of the contractor.
3. The contractor shall comply with all the statutory provisions as per Central and /or State Government Act, Rules, Byelaws, from time to time in regard to the payment of wages to the workmen employed, wage period, recovery/ deductions from wages, unpaid wages unauthorized deductions made, maintenance of wage register/ wage slips, publication of the notice of date of payment of wages, weekly days of rest etc. and other terms of the employment, and shall submit periodical returns to the statutory authorities. Such records will also be made available periodically for perusal and scrutiny of the authorized representative of GIPCL.
4. **As per directive of Central Govt. and State Govt. the payment of wages to the Contract workmen to be made with their Bank account only**, if not bank account in such cases Contractor shall paid the wages by Bearer Cheque only.
5. In the event of default of the contractor in making such payment/s or contribution for any other reasons GIPCL shall make such payment/ contribution on behalf of the contractor by way of deducting the relevant amounts from the running bills of the contractor and GIPCL shall be entitled to set off all costs and amounts due to the contractor for the payment/ contributions made by it on account of contractor's default. Till such time the first running account bill is raised and in case any complaint is received for nonpayment of wages, the GIPCL after verification may recommend for deduction of such amount of wages from the security deposit under intimation to the contractor. The contractor shall forthwith make good the shortfall in the security deposit.
6. The contractor shall be responsible for the payment of all retrenchment and other compensation, if any, due and payable to the workmen employed by them. The contractor shall provide at his own cost all medical aid and other facilities like accommodation, drinking water, rest shelter etc. to their staff as per Mines Rules.
7. **Working Hours:** The Contractor shall maintain the working hours in accordance the permissions under the Mines Act / Rules. General shift of 8 (Eight) hours and Three shift working of 8 (Eight) hours each. Contractor should be provided adequate manpower for operation of all mining activities with due care of weekly off, leave & sick etc.

5.2.16

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 that the Company has been authorized to sell the belongings of the Contractor and the title to such property will pass to the purchaser and that the sale proceeds shall be than accounted by GIPCL in favour of the Contractor after deducting the expenses of any such removal and that the amount of the proceeds and expenses of any such sale shall be final conclusive and binding on the Contractor .

5.2.17 POWER SUPPLY

5.2.17.1 Three phase Electricity supply (150 KVA of Maximum demand with metering arrangements) may be made available by GIPCL at single locations for Pumping and Crusher, etc. Further distribution of power will have to be arranged by the Contractor at its own risk and cost. **Power consumption will be metered and charged at the prevailing rate of HTP-1 of DGVCL Norms.** GIPCL will recover the actual electricity bill from the monthly RA bill. However, the Contractor will be free to make its own independent arrangements. If the Contractor changes the location of its Crusher, pumping stations, or any other electrical apparatus, campsite or workshop that requires shifting of the supply/metering point will made only if the Contractor agrees to bear the additional cost likely to be incurred. Lighting arrangements of the Mine, Haul Road from the site office to the power plant has been provided and maintained by GIPCL and the **power consumption for this facility will be borne by GIPCL.**

Necessary further distribution to ensure required illumination over the area will be made by the Contractor at his risk and cost. The Contractor shall ensure that all safety devices, as stipulated in the Central Electricity Authority (Measures Relating of Safety And Electric Supply) Regulation 2010 are provided and are always in operation, while organizing distribution of power.

5.2.17.2 Non-availability or less than adequate supply of power will not form any grounds whatsoever for disruption of work and GIPCL shall not entertain any claim on that account. If at any time during the currency of the contract any illegal connection and / or unauthorized connection are found, the Contractor shall pay the penalty as assessed by the DGVCL, and that will be final and binding to the Contractor.

5.2.17.3 The Electrification works in all the working area including camp Site, workshops etc. shall be carried out by the Contractor as per the provisions of the Electricity Laws, rules and regulations made there under and as per plan approved by the GIPCL.

5.2.17.4 The Contractor shall be entitled to remove all the electrical installations owned by him after completion of the entire contract work at his /their own cost.

5.2.17.5 All statutory approvals as applicable to electrical installations shall be obtained by the Contractor at his cost.

SECTION- VI

PAYMENT, PROCEDURE FOR MEASUREMENT & CERTIFICATES

6.1 Contractor's Remuneration

- 6.1.1** The Contractor will be eligible to receive its remuneration from GIPCL in respect of the complete work done as per scope of work at contracted rates by GIPCL on monthly basis.
- 6.1.2** The Contractor shall submit running account bill for the work executed for a period not less than one calendar month. The running bill shall be signed by the Contractor's representative, Production Manager & the Mine Manager. The bill so prepared and certified will be submitted for payment to the office of the GM (Mines). Date of such submission of bill will be 5th day after completion of the calendar month, or the actual date of submission, whichever is later, will be taken into account for considering due date of payment.
- 6.1.3** The Monthly running account bill for the work as mentioned at FORM – AA, PRICE BID/SCHEDULE i.e.
1. "Per tonne Contractor's Remuneration (Which shall include, Excavation and removal of OB/IB and Limestone with the use of machines at all leads and lifts and depths up to approximately 25.00 to 30.00 m from the surface, crushing of the limestone to required size of maximum 150 mm and minimum 10 mm, thereafter weighing the limestone at GIPCL's weighbridge, transporting and delivering at limestone hopper/ stacking at a designated place at Power Plant site. Transport cost shall be inclusive of all leads and lift. The work also includes all scope of work as per Section-V, Mining-Part II (Scope of work & special conditions of the contract) (Rs. Per tonne of sized Limestone) and
 2. Loading and supply Limestone in to the both reclaim hoppers at lime stone handling system, which is operated generally during 6 AM to 2.00 PM or any other time as specified by the GIPCL officials that daily requirement of the Power Plant may be fulfill either by the unloading of the crushed material from Mines directly or by Loading the lime stone (lying at power plant lime stone stockpile, around Limestone crusher house, below the BCN LS-1 & in plant lignite shed) into dumper/ tipper or tractor trolley with JCB-3D or Excavator or any other equivalent equipment, transportation up to reclaim hoppers, & unloading into both reclaim hoppers at lime stone handling system in such a way that minimum 200 TPH of feed rate shall be maintained at lime stone handling system during 6 AM to 2.00 PM or any other time as specified by the GIPCL officials.
- 6.1.4** The Contractor will be paid for sized limestone delivered on the basis of its Weighment at GIPCL's weigh bridge (the delivery point and stock yard for the Limestone will be at a designated place at Power Plant site, as verified by the GIPCL.
- 6.1.5** The Contractor shall not be eligible to claim any advance payment against exposed or unexposed stock or crushed stock at crushing site of limestone.
- 6.1.6** The remuneration to be paid by GIPCL to Contractor for the entire work to be done and for performing the obligations of this contract agreement by the Contractor shall be ascertained by applying the 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.

Contractor should undertake mining in such a way that sized limestone (strictly size of maximum 150 mm and minimum 10 mm) delivered to power plant is in the range of 35-39.5% of CaO and more and Moisture shall be equivalent or less than 4%, on daily basis. The CaO and Moisture shall be determined by GIPCL/ any third party authorized by GIPCL by conducting a test as per procedure. During the course of extraction of limestone, such quantity of limestone, which gets mixed with overburden/intercalation resulting in reduction of CaO or adding to impurities to mined limestone below the cut off grade, shall be rejected.

This would also include any quantity of limestone rejected at the power plant end because of supply of inferior quality of limestone. Such rejected quantities shall neither be considered for remuneration nor achievement against the contracted quantities.

In such cases of rejection as mentioned above an amount equivalent to **remuneration** of limestone at power plant end, shall be recovered from the running account bills of the contractor and/ or from his security deposit.

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

- 6.1.7 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.**
- 6.1.8** 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. The opinion of the GIPCL as to the items of work which are necessary and reasonable for completion of work shall be final and binding on the Contractor, although the same may not be shown or described specifically in contract documents.
- 6.1.9** 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.
- 6.1.10 Rates for Sized Limestone Payable (As per Price Bid), Loading and Supply Limestone in to the both Reclaim Hoppers at Limestone Handling System and Escalation thereafter,**
1. Rate as quoted /negotiated by Contractor and accepted by GIPCL shall be payable.
 2. For the purpose of computation of escalation, the weighted average of the cost components will be considered as under:

Sr. No.	Cost Component	Weightage/ Percentage contribution
1	Diesel (High Speed Diesel Oil) –WPI Index	49.00
2	Non Escalating Component	36.00
3	Salary and Wages (CPI Index for Industrial Workers at Ahmedabad)	8.00
4	Oil and Lubricant (Lubricants)-WPI Index	2.00
5	Spare (Mining/ Quarrying/ Metallurgical Machinery/ Parts) – WPI Index	3.00

Gujarat Industries Power Company Ltd

6	Tyre (Tyre and Tubes) –WPI Index	2.00
	Total	100.00

1. Escalation will be considered on item nos. 4 to 6 on yearly basis and the value of Wholesale Price Index (WPI) as published by web-site for items 4, 5 & 6 will form the base and the escalation will be applicable on yearly basis from the second operating year onwards.
2. Escalation will be considered on item nos. 3 on yearly basis and the value of Consumer Price Index (CPI) for Industrial Workers at Ahmedabad as published by web-site for items 3 will form the base and the escalation will be applicable on yearly basis from the second operating year onwards.
3. Presuming that the work commences from May '17, for computing the Escalation for the second operating year (May'18 to April'19), the percentage change in the index value of WPI for item no. 4, 5 & 6 and CPI for item no. 3, May '17 (**or the date of submission of bids**) and the index value of April'18 shall be worked out and loaded to the above component values. Similarly, the percentage change in the index value of May '17 and the index value of April'19 shall be worked out and loaded for computing escalation for the third year and so on for the subsequent periods. In case operation Commencement Date falls in the mid of the calendar month then the escalation of Remuneration will be applicable from 1st Day of that calendar month of the 2nd operating year.
4. Escalation will be considered on item nos. 1 on monthly basis or any other shortest interval as published in the website and the value of Wholesale Price Index (WPI) as published by web-site for items 1 will form the base-index. The escalation will be applicable on monthly basis or any other shortest interval as published in the website (with effect from the day on which WPI Index changes) from the First operating year onwards.
5. Presuming that the work commences from May '17, for computing the Escalation for diesel will be applicable on monthly basis or any other shortest interval as published in the website (with effect from the day on which WPI Index changes) in the 1st operating year onwards, the percentage change in the **index value of the date of submission of bids** and the index value of the day on which WPI Index changes shall be worked out and loaded to the above component values.
6. The Bidders are expected to workout power cost based on current tariff of DGVCL (**Rs. 9.00/unit**). In the computation of per tonne Remuneration,(As quoted by the Bidder), the cost of power (Electricity Consumed) will be inclusive and will be subject to increase/decrease as under: -
 - a. If the power tariff of the state is revised upward, the incremental cost of such revision based on one year's energy actual consumed will be admitted on annual basis.
 - b. In case of downward revision in power tariff, such incremental decrease based on one year's actual energy consumed will be recovered on annual basis.
7. For further clarification please refer to illustration given in Annexure-6.
8. No Escalation will be considered on Non Escalating Component (Item No. 2) in determining escalation.
9. No escalation in prices / rates shall be considered on any other ground during the entire currency of the contract.
10. The WPI data for the various index are taken from the website: <http://eaindustry.nic.in> and the CPI data for the Industrial Workers at Ahmadabad are taken from the website: http://labourbureaunew.gov.in/LBO_indexes.htm

6.1.11 Rejection Criteria

If the quality parameters of sized Limestone on any single day are found as below, the whole quantity of sized limestone supplied on that day will be considered rejected and no sized limestone landing cost shall be payable for that day's sized limestone supply.

CaO : Less than 35%
Moisture : More than 4%,

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

6.2 LIQUIDATED DAMAGES (LD)

6.2.1 Failure on the part of the Contractor to produce limestone within stipulated period (After two months from the date of Lol), or after completion of its extension if any, by GIPCL, necessitated by delay not caused by or attributable directly to GIPCL, Contractor shall be liable to pay liquidated damages to GIPCL @ Rs. 50000 per day for first five days and subsequent @ Rs. 75000 per day thereafter for twenty five days of delay in commencement of commercial productions of Limestone. Payments of damages, aforesaid, shall be made monthly by the Contractor failing which the same shall be recovered from Security Deposit Bank Guarantee If the limestone production does not commence within three months from the expiry date of schedule time of (including its extension if any, owing to delay on account of the Contractor and / or for reasons not attributable directly to GIPCL), GIPCL shall have the right to invoke the termination clause. The Contractor agree that the liquidated damages mentioned herein are genuine pre-estimates of the damages that may be caused to GIPCL in the events mentioned above and that payment of such liquidated damages by the Contractor shall be without prejudice to any other legal remedy that might be available to GIPCL under law.

6.2.2 MONSOON PREPARATION

In case the Contractor fails to implement the monsoon plan as directed by GIPCL in **Clause 5.2.2.4**, GIPCL may deduct as penalty an amount equivalent to 2 times the cost of completing such an activity as determined by GIPCL.

6.2.3 DEWATERING & PUMPING

In case the Contractor fails to provide/ maintain pumping/ dewatering from the Mine as specified in **Clause 5.2.2.4**, GIPCL may deduct as penalty an amount equivalent to 2 times the cost of providing such a facility as determined by GIPCL.

6.2.4 MINE LIGHTING

In case the Contractor fails to provide/ maintain illumination standard in Mine area as specified in **Clause 5.2.2.2**, Contractor shall be liable to pay penalty to GIPCL @ Rs 1,00,000.00 (Rupees One Lakh Only) for each month.

In case the Contractor fails to provide/ maintain Lighting as specified in **Clause 5.2.2.2** in consecutive two months, GIPCL may deduct as penalty an amount equivalent to 2 times the cost of providing such a facility as determined by GIPCL.

6.2.5 LIQUIDATED DAMAGES

1. The obligation to strictly comply with the specified monthly quantity indicated by the GIPCL's office is fundamental requirement and obligation of the contractor.
2. In case of any shortfall for meeting the minimum requirement on monthly target basis for the delivery of sized limestone from Vastan Lignite Mine (Limestone Pit) to Power Plant, the liquidated damages shall be applied as indicated below :-
 - a. Up to 5 % Shortfall of monthly target – Nil
 - b. More than 05% and up to 10% Shortfall of monthly target –5% of remuneration of shortfall limestone quantity on monthly basis
 - c. More than 10% and up to 15% Shortfall of monthly target –10% of remuneration of shortfall limestone quantity on monthly basis
 - d. More than 15% and up to 20% Shortfall of monthly target – 15 % of the remuneration of shortfall limestone quantity on monthly basis
 - e. More than 20% Shortfall of monthly target - 20 % of the remuneration of shortfall limestone quantity on monthly basis.

If there is reduction in limestone quantity due to less off take by GIPCL for any reason, LD will not be applicable on the Contractor. GIPCL reserves the right to terminate the contract and get the balance work completed at the cost, risk and consequences of the Contractor if cumulative short fall is found more than 20% for three consecutive months/ RA bill period. GIPCL reserves the right to reduce the monthly target with 7 (Seven) days notice. **The remuneration means the value of the delivered limestone quantity at Power Plant.**

6.2.6 Feed Capacity

If the contractor, fails to start the Loading and Supply Limestone in to the both reclaim hoppers at lime stone handling system within one hour i.e. up to the desired full rated capacity as described in the tender document, as per the instruction of GIPCL Officials, Contractor shall be liable to pay liquidated damages to GIPCL @ **Rs. 15,000.00 (Rupees Fifteen Thousand only)** for each day.

6.3 PROCEDURE FOR MEASUREMENT / BILLING OF WORKIN- PROGRESS.

6.3.1 QUANTITIES

The quantities of lime stone set out in the schedule of rates are the estimated quantities only and the actual supplies will depend on the consumption at the Power Plant and other factors. The weight of limestone as recorded at company's weighbridge shall be taken and treated as final for the purpose of this contract.

6.3.2 DETERMINATION OF VARIOUS PARAMETERS

For the purpose of this contract the determination of following parameters as done by the GIPCL or its authorized representatives shall be taken & treated as final & shall be binding on the Contractor.

1. Chemical & physical analysis of minerals & overburden to determine grade/ impurities/ of the product etc. and also to classify any material as overburden/ interburden/ waste material. Physical & chemical analysis will be carried out in GIPCL laboratory or any other laboratory that shall be approved by GIPCL.
2. Size determination of the mineral products like gitties, powder etc. including percentage of oversized and undersized material.
3. Weight of material dispatch in trucks as determined at company's weighbridge.
4. Stock of mineral during the period of contract & at the termination of the contract.
5. Any other parameter whose determination may be required in terms of this

contract.

The Contractor, if he so desires, can associate his representatives during the determination of these parameters by the GIPCL. The Contractor shall not object to third party verification of measurement of the Stock as and when undertaken by GIPCL.

- 6.3.3** GIPCL reserves the right to associate third party for carrying out original, annual and final excavation survey at regular intervals. GIPCL will have sole discretion to appoint government or semi-government or private surveying agency/ies like the Geological Survey of India, Indian Bureau of Mines etc. and the Contractor will be bound by such survey/s.

6.4 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 6.1 and clause 6.2. The monthly bill should be submitted along with following details:

- i. Date wise weighbridge statement duly certified by official of GIPCL, showing the tonnage of Limestone delivered, with summary sheet showing total tonnage of Limestone delivered during the R.A Bill period. For the purpose of **work measurement / certification of limestone rehandling quantity**, certification of belt weigher from GIPCL engineer regarding daily work carried out in line with the scope of work and as per instructions of GIPCL engineer is required.
- ii. Copy of wage payment sheet of the previous month to employees actually employed by the contractor at the mines;
- iii. Documentary evidence of the P.F. amount deducted from the monthly salary of the employees of the contractor actually employed at mines for execution of the contract and submission of this amount along with contractor's contribution to the P.F. Commissioner, for the previous month.
- iv. Documentary evidence of the Service Tax/GST deposited of the previous month.

The GIPCL shall verify the bills & quantity of sized limestone 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,

- i. Income Tax (TDS) as per the provisions of the Income Tax Act in force,
- ii. Amount of LD levied, if any
- iii. The **Remuneration** for the quantity in excess of 110% of the monthly target quantity will be with held and will be released along with next month R.A. Bill.
- iv. Other statutory deductions
- v. Amount of electricity Bill,
- vi. Cost of other material / services provided.

The running bill shall be signed by the Contractor's authorized representative and Production in charge and Manager of GIPCL. The bill so prepared and certified will be submitted for payment to the office of the GM (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.

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

6.5 RUNNING ACCOUNT PAYMENTS TO BE REGARDED AS ADVANCE

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

6.6 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 deemed to be the payment to the Contractor & no claim whatsoever in this regard will be admissible.

6.7 PROVIDENT FUND

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

6.8 WITHHOLDING PAYMENTS TO SUCCESSFUL BIDDER & COMPANY'S LIEN ON MONEYS DUE TO THE SUCCESSFUL BIDDER.

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

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

6.9 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 sixty (60) days on receiving application from the Contractor, after verifying from the completion documents including measurement record etc. and satisfying himself that the work has been completed in accordance with all the provisions of this contract and as set out in the drawings / map/ specifications etc. and instructions issued to the Contractor by GIPCL and the DGMS from time to time. The Contractor, after obtaining the completion certificate, is eligible to present the final bill for the works executed by him/it under the contract. The final bill shall be submitted by the Contractor within 3 months from the date of physical completion of the work, otherwise, the GIPCL's certificate of the measurement and of total amount payable for the work accordingly shall be final and binding on the Contractor.

6.10 COMPLETION CERTIFICATE

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

- 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 such rock (overburden) surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid and the Contractor shall forthwith pay the amount of all such expenses so incurred and shall have no claim in respect of any such rock (overburden) or surplus materials as aforesaid except for any sum actually realized by the sale thereof.
- ii. For the purpose of clause 6.9, the following documents are required by GIPCL subject to the conditions that the GIPCL for his satisfaction, may ask for any other document for this purpose.
 - a. The technical documents according to which the work was carried out.
 - b. Three sets of calculation sheets (back up papers) thereof.
 - c. Certificate of the annual quantity of Limestone raised and delivered at power plant.
 - d. 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. A no claim, no dues certificate.

- e. Proof of depositing P.F.
- f. Indemnity Bond.

6.11 FINAL PAYMENT AND RELEASE:

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

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

6.11.2 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 or omission of the company or the Manager or any other person relating to or effecting the work.

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

6.12 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 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 General Manager (Mines). The issuance of Final Certificate would mean closure of contract and no claim, of whatsoever nature, of either party shall be tenable.

SECTION- VII

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

7.1 SUB-LETTING OF WORK:

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

7.2 POWER OF ENTRY:

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

- i. Fail to carry on the contract works in conformity with the contract terms and conditions; or
- ii. Fail to carry on the works in accordance with the contract schedule; or
- iii. Suspend the work or the works without prior written permission of the GIPCL; or
- iv. Fail to deploy or procure sufficient equipment, labour, materials and other store items; or
- v. Commit breach of contract or act in a manner which is against the commercial interest of GIPCL.
- vi. If the Contractor abandons the works; or
- vii. 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, material s etc constructed by or belonging to and to recoup and retain the said deficiency of any part thereof out of the proceeds of the sale.

7.3 POWER TO ORDER SUSPENSION OF WORK :

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

7.4 TERMINATION:

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

- 7.4.1** Failure to start the work within 30 (Thirty) days of handing over the job Site to the Bidder.
- 7.4.2** If the commercial production does not commence within two months from the expiry date of schedule time of Lol (including its extension if any, owing to delay on account of the Bidder and / or for reasons not attributable directly to GIPCL, GIPCL shall have the right to invoke the termination clause.
- 7.4.3** Management reserves the right to terminate the contract and / or get the balance work completed at the risk and cost of the Contractor if Cumulative shortfall from target is more than 20% during three consecutive months / RA bill periods.
- 7.4.4** Failure to provide at each job Site sufficient equipment, labour, material, machinery temporary works and /or facilities required for the proper execution of the work or any part thereof.
- 7.4.5** Failure to execute the works or any of them in accordance with the contract, which will also include refusal or failure to supply equipment on demand for essential development and/or other ancillary works or works related to removal of dangers for safety of men and machines in the mine.
- 7.4.6** Disobedience of any order or instruction of the GIPCL and or GIPCL's representative and consultants.
- 7.4.7** Negligence in carrying out the works and not following GIPCL's instructions for execution of work or carrying out any work found to be unsatisfactory by GIPCL.
- 7.4.8** Abandonment of the works or any part thereof.
- 7.4.9** Substantial suspension of the works or any part thereof for a period of 07 (Seven) days or more without the GIPCL.
- 7.4.10** Breach of any of the terms, conditions or provisions of the contract on the part of Contractor.
- 7.4.11** Failure to deposit the initial performance security within 15 (Fifteen) days of receipt of Letter of Intent / Work Order.
- 7.4.12** Failure to execute the works or any of them in accordance with the provisions of Mines Act, 1952 and CMR 1957, Mines Rules 1955, IER 1956, etc.
- 7.4.13** Continued violation of safety norms and of Acts and Laws applicable to the works.
- 7.4.14** If the Contractor is incapable of carrying out the work and / or failure to achieve the laid down targets.
- 7.4.15** If the contractor misconducts himself in any manner;
- 7.4.16** If there is any change in the constitution of the Contractor, or in the circumstances or organization of the Contractor, which is detrimental to the interests of GIPCL.
- 7.4.17** Dissolution of the contractor (if a firm / consortium / Jt. Venture) or commencement of liquidation or winding-up (whether voluntary or compulsory) of the Contractor (if a Company) or appointment of a receiver or GIPCL of any of the Contractor's assets and/or insolvency of the Contractor (if a proprietorship) or of any partner of the Contractor (if a firm / Consortium / Jt. Venture);
- 7.4.18** Distress, execution or other legal process being levied on or upon any of the Contractor's goods and assets;
- 7.4.19** Death of Contractor (if an individual);
- 7.4.20** If upon any change in the partnership/constitution of a Successful Bidder's organization (if a partnership / Consortium / Jt. Venture) and GIPCL refuses to continue the contract with the reconstituted firm;
- 7.4.21** If the Contractor or any person employed by him shall make or offer for any purpose connected with the contract any gift, gratuity, royalty, commission, gratification or other inducement (whether money or in any other form) to any employee or agent of

GIPCL;

- 7.4.22** If the Contractor shall assign or attempt to assign his interest or any part thereof in the contract without GIPCL's prior consent in writing.
- 7.5** The decision of the Managing Director of GIPCL, as to whether any of the events/contingencies mentioned in Clause 7.4 of SECTION- VII hereof entitling GIPCL to terminate the Contract, has occurred or not, shall be final and binding upon the contractor.
- 7.6** The 45 (Forty Five) days advance notice of termination, in writing shall set forth in addition to a statement of the reason or reasons for terminating of the contract, the time(s) and place(s) for conducting a survey and measurement of the work performed under the contract up to the date of termination for the purpose of determining the final amount(s) if due to the Contractor therefore. The reason (s) for the termination stated in notice of termination shall be final and binding upon the Contractor Bidder without any reservation or demur whatsoever.
- 7.7** Within 7 (Seven) days of completion of the measurements, the contractor shall clear the job Site of all equipment, machinery and labour and shall demolish, dismantle and remove all Bidder's Site office and vacate the quarter and other temporary work; structures and construction and things whatsoever brought upon or erected at the job Site or on any land allotted to the contractor by GIPCL and not incorporated in the payment works and shall remove all the rubbish from the job Site and the land allotted to Bidder and shall clear, level and dress the job Site and said land to the satisfaction of the GIPCL /GIPCL's representative and shall put GIPCL in the undisputed custody and possession of the job Site and all any land allotted by GIPCL to the contractor.
- 7.8** The contractor, with whom the contract has been terminated under Clause 7.1 above, shall be liable to pay liquidated damages which shall be an aggregate of the following:
- The costs, expenses or any other payment made by GIPCL to arrange for an alternative contractor (either by way of a competitive bid or otherwise); All costs, expenses, penalties, fees or any other payment made by GIPCL to any other third party which is arising out of such termination of the contract with the successful Bidder; or Any other fees, contractual payments, or liability or loss arising out of or as a result of such termination. (for the avoidance of doubt, clauses 7.1 and 7.2 above shall not be interpreted ejusdem generes)
- 7.9** Should the contractor fail to comply with the provisions of Clause 8.4 of Section VIII hereof in the manner and within the time specified therein, GIPCL shall have the right at the risk and costs of the contractor in all respects to clear the job Site of all equipment, machinery and labour and other materials and things and/or demolish/dismantle and remove all contractor's Site office and quarters and other temporary work, construction and erections whatsoever on or at the job Site or at or on any land allotted to the Bidder by GIPCL and/or removal of all rubbish from the job Site and the land allotted to the contractor and clear, level and dress the job Site and the said land to the satisfaction of GIPCL /GIPCL's representative and take undisputed possession and custody of the job Site and land allotted to the contractor and store, sell, dispose off and/or otherwise deal with any or all material, equipment and machinery etc and other items and things aforesaid and recoveries of any demolition, dismantling. As GIPCL shall in its absolute discretion deem fit, and the contractor shall forthwith on demand pay to GIPCL entirely of the cost/expenses of GIPCL relating to the above together with 15% (Fifteen percent) thereof as termination charges to cover GIPCL's supervision, with the right of GIPCL to recover the same from the net proceeds of any sales or disposal as aforesaid after deducting

15%(Fifteen percent) of the sales realization as termination charges to cover GIPCL's supervision and expenses on sale or any money of the contractor's held by GIPCL or dues of the contractor and the contractor both hereby irrevocably nominate, institute and appoint GIPCL with right to GIPCL to delegate any and all of its rights in terms hereof to such of its officer(s) and/or other persons as it shall deem fit for and on behalf of and as attorney of the contractor to do, commit and sign, all acts, deeds, matters and things as shall or may be necessary to do, commit and sign, all acts, deeds, matter and things as shall or may be necessary to be done, committed and/or signed by GIPCL to put into effect the provisions of this Clause with full right to enter into arrangements with third parties for the storage, sale and/or other disposal of any material, equipment and machinery etc. and other time and things and to enter into or upon any of the contractor's premises and to break open if necessary any locks, bolts, fasteners, bonds or other devices restricting entry thereto and generally to do all other acts, deeds, matters and things as shall be necessary to give full effect to the provisions of this clause.

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

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

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

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

7.12 **WAIVER - CONTRACTOR REMAINS LIABLE TO PAY COMPENSATION:**

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

7.13 **FORCE MAJEURE:**

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

If a Force Majeure situation arises, the affected Party shall promptly notify the other Party in writing of such conditions and the performance shall be suspended as per mutual agreement. For the purposes of this clause, 'Force Majeure' means an event beyond the control of the Party and not foreseeable by the Party and shall include events of floods, explosions, riots, wars, hurricane, epidemics, any other Act of God, quarantine restrictions, terrorism, government actions and provided always that such acts result in the impossibility of the further performance of the contract.

7.14 **INDEMNITY:**

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

non-performance of the contract by Third Party Agency.

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

7.15

GOVERNING LAW AND JURISDICTIONS:

This Contract and the interpretation of the provisions thereof and the performance thereof shall be governed by the laws of India. Notwithstanding any other court or courts having jurisdiction to decide the question (s) forming the subject matter of the reference if the same had been the subject matter of Suit, any and all actions and proceedings arising out or relative to the contract (including any arbitration in terms thereof) shall lie in the court of competent civil jurisdiction in this behalf at Surat only (where this contract has been signed on behalf of the Management) and only the said court shall have jurisdiction to entertain and try such action (s) and / or proceedings to the exclusion of all the other courts.

7.16

ARBITRATION

All disputes, differences, claims and questions, whatsoever, which may arise either during the continuance of this contract or afterwards between the Supplier and GIPCL, touching the interpretation and / or the execution of any clause of this contract, or any other act, deed or commission / omission by any party or as to any other matter in any way relating to these clauses or right, duties, obligations or liabilities or either party under these clauses shall be referred to a Sole Arbitrator under the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification thereto or re-enactment thereof in force from time to time. The seat and venue of such arbitration shall be Surat, Gujarat state only. The arbitration shall be conducted in English language.

SECTION- VIII

GENERAL CONDITIONS OF THE CONTRACT

8.1 COMPANY NOT LIABLE TO PAY COMPENSATION:

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

8.2 NO CLAIM IF WORK IS ABANDONED OR POSTPONED:

The Contractor agrees and undertakes that he shall have no claim, whatsoever against GIPCL if the total work or any part thereof covered by the contract is postponed to any later date and/or withdrawn in part or total after giving a reasonable notice of 45 (Forty five) days in writing, for any reason beyond the reasonable control of GIPCL. GIPCL's decision in this regard shall be final and binding on the Contractor.

8.3 NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK :

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

8.4 PROTECTION OF WORK:

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

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

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

best practices prevailing in the industry, in strict conformity with the specifications, drawings, time schedule, sequence of operation etc. and to the entire satisfaction of the GIPCL. The work in the areas shall be done strictly in accordance with the provisions of applicable laws and rules and regulations for the time being in force as amended during the period of the Contract, such as Mines Act 1952, Coal Mines Regulations 1957 and directives issued from time to time by the Directorate General of Mines Safety etc.

8.4.4 CO-ORDINATION AND INSPECTION OF WORK:

- i. 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 GIPCL 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.
- ii. 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.

8.4.5 FURTHER CONDITIONS OF WORK :

- i. The provisions of all the applicable laws, rule and regulations including Mines Act, Rules and Coal Mines regulations and Labour Laws and Environment laws and Circulars issued in this regard shall be duly complied with by the Contractor.
- ii. 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.

8.5 OTHER CONDITIONS OF WORK

8.5.1 Materials obtained from Dismantling

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

8.5.2 INSPECTION OF WORKS:

The GIPCL will have full power and authority to inspect the works at any time in progress and the Contractor shall extend to the GIPCL every facility and assistance, to carry out such inspections. The Contractor shall, at all time during the usual working hours and at all other times of which reasonable notice of the intention of the GIPCL or his representative to visit the works shall have been given to the Contractor, whether himself be present to receive orders and instructions or have a responsible agent duly accredited in writing present for the purpose. Instructions issued/ given to the Contractor's agent shall have the same force as if they had been given to the Contractor himself.

8.5.3 ASSISTANCE TO THE GIPCL:

The Contractor agrees and undertakes to make available to the GIPCL free of cost all necessary instruments and assistance in checking of, setting out of works, and in

the checking of any works made/done by the Contractor for the purpose of setting out and taking measurements of works.

8.5.4 WORK THROUGH OTHER AGENCIES

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

8.5.5 DUST SUPPRESSION:

The Contractor agrees and undertakes to have to make his own independent arrangements at his cost for sprinkling of adequate quantity of water in the mines and roads so as to suppress/arrest the dust from getting air borne, and its concentration at such places do not exceed the limits prescribed under the CMR 1957, or as stipulated by the MoEF/other statutory bodies, and to the satisfaction of the GIPCL. He shall have to maintain adequate number of water tankers as directed by the GIPCL for the purpose. Thus, the entire road including the portion between pit top to mining lease boundary would be sprinkled with water for dust suppression.

8.5.6 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, except for the situation provided in Clause no.7.4.19.

8.5.6 CONTRACTOR'S OFFICE AT SITE

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

8.6 CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT

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

The Contractor, on or after award of the work, shall name and depute a person having sufficient experience in carrying out work of similar nature, to whom instructions and communications for work and equipment and material to be used may be given. It shall be open to GIPCL to enforce replacement of the personnel in the event of company find him 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.

- 8.6.2** Whenever any of the Contractor's agents, sub-agents, assistants, foreman or other employees shall in the opinion of the GIPCL be found to be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the GIPCL, it is undesirable for administrative or any other reason for such person or persons to be employed on the works, the Contractor, if so directed by the GIPCL, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be re-employed in connection with the works without the written permission of the GIPCL. Any person/s removed from the works shall be immediately replaced at the expenses of the contractor by a qualified and competent substitute. GIPCL stands indemnified for all consequential effects due to such removal.
- 8.6.3** The Contractor agrees and undertakes to be responsible for the proper conduct and behavior of all the staff, foreman, workmen and others and shall exercise a proper degree of control over them and in particular and without prejudice to the aforesaid generally the Contractor shall be bound to prohibit and prevent any employees from trespassing or acting any way detrimental or prejudicial to the interest of GIPCL or community or of the properties or occupiers of lands and properties in the neighborhood; and in the event of such employee so trespassing, the Contractor shall be responsible thereof and relieve GIPCL from all consequent claims or actions for damages or injury or any other grounds, whatsoever.
- 8.6.4** All 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.
- 8.6.5** The Contractor agrees and undertakes to make payment of wages to its workmen not less than the rates as prescribed under the Minimum Wages Act and its various circulars already published and are being / shall be published during the pendency of the contract. The wages rates, holidays , hours of work and other conditions of service of the workmen of the contractor should be as applicable as per prevailing statutory provisions.
- 8.6.6** The contractor agrees and undertakes to fully acquaint himself with the prevailing industrial Environment for working at Vastan Lignite Mine (Limestone Pit) in Surat district, Gujarat, before the commencement of the work.
- 8.7** **NOTICES**
- 8.7.1** **SERVICE OF NOTICES ON BIDDER**
All certificates, notices or written orders to be given by GIPCL to the contractor under the terms of the Contract and shall be served by sending through post or delivering the same to the contractor's principal place of business, or such other address/ email address as the contractor's shall nominate for this purpose.
- 8.7.2** **SERVICE OF NOTICES ON GIPCL**
All notice to be given to GIPCL under the terms of the Contract shall be served by sending by post or delivering the same to the following address :-
General Manager (Mines)
Gujarat Industries Power Company Limited.
At & Post Nani Naroli, Ta. Mangrol, Dist. Surat, Pin Code : 394 110
cgmmineoffice@gipcl.com
- 8.7.3** **CHANGE OF ADDRESS**
Either party may change the address and communicate to the other party where the works are being executed with prior written notice to the other party.
- 8.8** **RIGHTS OF VARIOUS INTERESTS**
Wherever the work being done by any department of GIPCL or by other 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.

8.9 LIENS:

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

8.10 TAXES:

- 8.10.1**
- i. 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.
 - ii. **Service Tax/GST:** - The bid prices will be exclusive of Service Tax/GST on applicable items. Service Tax/GST, if applicable and payable by the Bidder, shall be reimbursed by GIPCL at actual, subject to submission of documentary proof of having paid the Service Tax/GST and to the extent directly related to the services rendered by the Contractor under this contract. The supporting Service Tax/GST challan should be exclusively for the services rendered under this contract.
 - iii. 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.

8.10.2 INSURANCE

- a) The contractor shall take adequate statutorily prescribed insurance covers for all men (Employee Compensation Insurance Policy for all the persons engaged in work) and comprehensive insurance of machinery / equipments (on reinstatement 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.
- b) The Employee Compensation Insurance Policy (EC) should be obtained from **Surat Jurisdiction** and shall be assigned to GIPCL. The EC Policy should be cover the specific contract.
- c) The Contractor shall provide off duty insurance coverage (Medical and Death Benefit) for the sum of Rs. 1.00 (One) Lakh to all his workmen deployed at GIPCL/SLPP site for the accident taking place outside the mines area anywhere in any capacity in any whatsoever may be the manner.

8.10.3 DAMAGE TO PROPERTY:

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

8.10.4 COMPENSATION AND LIABILITY:

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

8.11 LABOUR LAWS AND SAFETY REGULATIONS:

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

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

himself or their employees or vendors, etc.

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

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

8.11.5 PUBLIC SAFETY & OTHER PROPERTY:

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

8.11.6 SAFETY, SANITARY & MEDICAL FACILITIES:

- i. 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.
- ii. The Contractor shall be responsible for the safety and discipline of his/its employees in all faces of the work and shall provide at his/its cost and enforce the use of safety belts, safety boots, guards, helmets, goggles and other safety devices etc. that may be required by the Acts & Rules & Regulations for the time being in force, or will come in force during the pendency of contract. The Contractor shall promptly and immediately report serious accidents to any of his/its employees to the GIPCL and shall make at his/its cost immediate arrangements to render all possible medical and other assistance to such affected employees.
- iii. 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.
- iv. First aid facilities and supplies as required by the Mine Rules 1955 shall be kept on the work Site by the Contractor at his/its cost.
- v. The Contractor shall comply with all laws whether now in force or which may come into force hereinafter covering employment and safety of labour and in particular with the provisions of the payment of Wages Act, 1936, the Employee Compensation Act, 1923, The Mines Act,1952, the Indian Explosives Act 1984, Contract Labour(Abolition and Regulation) Act, 1970, Payment of Bonus Act, 1965, Employees Provident Fund and Miscellaneous Provisions Act,1952, Payment of Gratuity Act, 1972, Fatal Accident Act, Motor Vehicles Act, 1939, Apprentice Act, Industrial Dispute Act,1947, Standing Orders Act,1946. Electricity Act,1910 etc. and the rules and regulations framed under the said Acts. If any amount becomes payable by GIPCL as a result of any claim or application in terms of the provisions of the said Acts and Rules, Regulations, Orders made there under, such amount shall be payable by the contractor and be recovered.
- vi. The Contractor shall be allowed to commence work only on production of

requisite license as required under the Contract Labour (Regulation & Abolition) Act,1970.

- vii. 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.
- viii. The contractor shall take all necessary steps and precautions to ensure that his/its workers and employees engaged for the work under the terms of the contract shall work within the mines in accordance with the provisions of the Mines Act,1952 and Rules and Regulations framed there under and shall also maintain necessary records and registers as required under these provisions and shall be responsible to the GIPCL in this regard. The contractor shall perform the work under this contract in accordance with all applicable codes, statutory regulations and engineering / mining practices. The Contractor shall be required to ensure vocational training to his/its workmen before they are put to work as required under Mines Vocational Training Rules ,1966 at GIPCL's Group Vocational Training Centre.
- ix. The Contractor may be required to construct safety embankment as per statute at its own cost to prevent in rush of outside water into mines/working area.

8.11.7 MEDICAL FITNESS, VOCATIONAL TRAINING & MANPOWER INDUCTION

- 8.11.7.1** All the persons proposed to be employed by the contractor shall be medically examined for their fitness at their own cost prior to their employment at the mines Site by the Medical Officer of GIPCL or by any State or Central Government Medical Officer not below the rank of an Assistant Civil Surgeon. The medical certificates of such persons shall be retained in the possession of the GIPCL so long as the person is employed in the mine.
- 8.11.7.2** All such persons who are found medically fit for employment in mine shall be provided with vocational training as per the provisions under the Mines V.T. Rules 1966, at GIPCL's Group Vocational Training Center before employment in mines. A copy of the certificates shall be retained by the GIPCL.
- 8.11.7.3** The Contractor shall undertake training and re-training of their personnel to fulfill the statutory obligation under Mines Vocational Training Rules, 1966.
- 8.11.7.4** The Contractor will also maintain a brief training facilities at its camp to brief their workers about the safety provision and operations of new machinery, maintenance system updating and for providing necessary other information to their workers.
- 8.11.7.5** The competent persons like operators and Drivers, etc. and supervising officials shall be, before employment, authorized by the GIPCL in the prescribed form, the Contractor will therefore produce all such persons before the GIPCL along with their certificates of medical examination and vocational training.
- 8.11.7.6** All persons proposed to be deployed in the Mines shall be provided with exposure to GIPCL laid down manpower induction procedure.

8.11.8 GENERAL SAFETY CLAUSES:

- i. 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.
- ii. 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').
- iii. 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.
- iv. 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.
 - v. It is the duty of contractor to ensure that his workmen are wearing required PPEs as per work requirement. Contractor should ensure that their workers are wearing Safety helmet, safety shoes, dust mask, goggles, ear plug etc. at all times when they are at work throughout the contract period. The contractor has to maintain the PPE issue registers with signature of workmen.
 - vi. Contractor will reissue these PPEs in case of damage or misplacement of the same. Replacement shall be made immediately.
 - vii. 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.
 - viii. 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.
 - ix. All lifting tools and tackles shall be of reputed make having International manufacturing standard and shall be maintained in proper and workable condition.
 - x. 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.
 - xi. 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.
 - xii. 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.
 - xiii. 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.
 - xiv. Where the man power strength is more than 50 and above) should appoint /

Gujarat Industries Power Company Ltd

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.

- xv. No loose connection / joints allowed in electrical cables during performance of any kind of job.
- xvi. All the vehicles shall be fit as per RTO guidelines and valid fitness certificate is required as per RTO guidelines.
- xvii. 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.
- xviii. The Contractor shall comply all the new requirements related with safety as informed by the Safety department from time to time.
- xix. Penalty to be imposed for Violation of safety norms is proposed as follows:-
The Contractor & Contract workmen shall strictly adhere to Safety standards / Guidelines as per practices. The list provided below is an indicative list to explain the principles behind safety practice.

If the contract workmen fail to comply with safety standards as per category A & B 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.

8.11.09 FIRE PREVENTION:

The Contractor shall take all reasonable precautions to prevent fire 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.

8.12 CONTRACTOR'S CAMP:

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

8.13 FENCING

The Contractor shall be responsible to construct and maintain at his/its cost proper and adequate fencing and taking necessary safety measures for all works as per CMR-1957.

8.14 WIRING FOR ELECTRIC LIGHT AND POWER:

All wiring for electric light and power shall be installed and maintained in conformity with the provisions of the Indian electricity Act and rules and other statutory requirement as prescribed. Electric Light and Power Lines shall be kept separate in accordance with the Central Electricity Authority (Measures Relating of Safety And Electric Supply) Regulation 2010.

8.15 RIGHT OF WAY

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

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

FORM – A**CHECK LIST OF DOCUMENTS ENCLOSED WITH BID**

Sr. No.	Particulars	Declarations (Strike out whichever is not applicable)
1	Details of the Document Fees being Paid	Yes/ No
2	Earnest Money Deposit for the value as indicated in Notice Inviting Tender	Yes/ No
Formats enclosed-duly filled in and signed along with all required enclosures, complete as per instruction to Bidder		
3	Form – B (Status of Bidder, with documentary proof)	Yes / No
4	Form – C Part –I (Details of the work carried out with copy of final bill)	Yes / No
5	Form – C Part –II (Details of the work carried out with copy of final bill)	Yes / No
6	Form – D (Details of the machinery owned by the BIDDER, with documentary proof)	Yes / No
7	Form – E (Details of additional machinery proposed to be deployed within Mobilization Period)	Yes / No
8	Form – F (Declaration, About Black listing, termination and pending litigation)	Yes / No
9	Form-G (Undertaking for unconditional bid & observance of contract conditions)	Yes / No
10	Form-H (Declaration about the Site visit)	Yes / No
11	Form-I (Form of Consortium Deed)	Yes / No
12	Form-J (Form of Power of Attorney for Consortium members)	Yes / No
13	Form-K (Affidavit of undertaking regarding Genuiness of Documents)	Yes / No
Other documents to be enclosed by the Bidder as per the instruction of the bid document.		
14	Power of authority of the signatory to the Bidder.	Yes / No
15	Copy of PF registration details, if available	Yes / No
16	All Declaration should be in the prescribed format on letter head of the Bidder	Yes / No
17	Declaration by the Contractor indemnifying GIPCL	Yes / No
18	Bid document duly signed by Contractor on each page	Yes / No
19	In case of a Partnership Firm as a Bidder, a certified copy of the Partnership Deed of the Firm.	Yes/No
20	Financial Standing of the Contractor such as for the past 3 years (2013-14, 2014-15 and 2015-16) 1. Profit and Loss Statement, 2. Balance Sheet, 3. Auditor's Report	Yes/No Yes/No Yes/No

Name of Firm :

Signature of Bidder :

Seal of Company :

Name of Bidder :

Designation :

Date :

FORM – B

STATUS OF THE BIDDER

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

Name of Firm :

Signature of Bidder :

Seal of Company :

Name of Bidder :

Designation :

Date :

FORM – C**DETAILS OF WORK CARRIED OUT DURING THE PAST FIVE FINANCIAL YEARS
i.e. 2012-13, 2013-14, 2014-15, 2015-16 and 2016-17.****Part-1**

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

Part-2

Sr. No.	Particulars	
1	Whether enlisted in other department, if yes, then furnish the details pertaining to class and the amount qualified to bid	
2	Was the Bidder or its Partners or Directors black listed / Deregistered / Stop deal in last five years by any Government/Semi-Government/Private organization.	
3	Details pertaining to the work incomplete, if any	
4	A detail of the litigations, court case and arbitration either completed or under progress during last 5 years by the Bidder or any Partner/ Proprietor of Present Company was associated in any capacity.	

Name of Firm :

Signature of Bidder :

Seal of Company :

Name of Bidder :

Designation :

Date :

FORM – D

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

Sr. No.	Type of Machine (Excavators, Dozers, Dumpers, Tractor with Trolley, Crushing Plant and Other ancillary equipment)	Manufacturer	Chassis No./ Reg No.	Year of Manufacturing	Whether in working condition s or not	Engine (HP)	Capacity	Location	Name of owner	Documentary proof
										Yes / No

Name of Firm :

Signature of Bidder :

Seal of Company :

Name of Bidder :

Designation :

Date :

FORM – E**DETAILS OF HEAVY EARTH MOVING MACHINERY, EQUIPMENT ETC. NOT READILY AVAILABLE WITH BIDDER BUT CAPABLE OF OBLISING.**

Sr. No.	Type of Machine (Excavators, Dozers, Dumpers, Tractor with Trolley, Crushing Plant and Other ancillary equipment)	Manufacturer	Chassis No./ Reg No.	Year of Manufacturing	Whether in working conditions or not	Engine (HP)	Capacity	Location

Note:

1. The Contractor (The major partner in case of a Consortium) shall specify the details of machinery in the above format which it proposes to deploy in addition to its own machinery as mentioned in **Form No. D** along with the source and its status
2. In case, the Contractor proposes to buy new machines to supplement its existing fleet, it shall give details of such machines, the source and the estimated cost of such machines. The Contractor shall also mention its financial position and shall provide a copy of its latest audited balance sheet indicating its net worth.
3. The Bidder has to give a documentary proof of the claim of the above equipment.

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

FORM – F

(To be submitted on Company's Letter Head)

Declaration for Contractual Disputes/ Litigations

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

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

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

Name of Firm :

Signature of Bidder :

Seal of Company :

Name of Bidder :

Designation :

Date :

FORM – G

UNDERTAKING FOR UNCONDITIONAL BID

&

OBSERVENCE OF CONTRACT CONDITIONS

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

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

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

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

Name of Firm :

Signature of Bidder :

Seal of Company :

Name of Bidder :

Designation :

Date :

FORM – H

DECLARATION ABOUT THE SITE VISIT

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

I/We have also studied and understood the mining scheme particularly with respect to location and situation of the proposed Mining pit, Proposed Crusher Plant, areas specified undertaking excavation work, top-soil dumps, Overburden (waste) dumps as well as information about the existing and possible haul roads for vehicular movement.

I/We have also assessed the risk associated with the work whether apparent or inherent to the nature of work involved and satisfied our self as to the nature, condition, quantum, extent, scope and magnitude of the work involved in the contract, type and condition of the strata, rock, soil, sub-soil, ground, working conditions of the area, availability of power supply, water supply, men and machinery requirement, availability of land, 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 – I

To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. Foreign entities submitting Bid are required to follow the applicable law in their country)

FORM OF CONSORTIUM AGREEMENT BETWEEN
M/S....., M/S.....,
M/S..... AND M/S.....
FOR (.....)
AS PER CLAUSE

THIS Consortium Agreement (hereinafter referred to as “Agreement”) executed on this..... day ofTwo thousand..... between M/s..... a company incorporated under the laws of and having its Registered Office at (Hereinafter called the "**Party 1**", which expression shall include its successors, executors and permitted assigns), M/s..... a company incorporated under the laws of and having its Registered Office at (hereinafter called the "**Party 2**", which expression shall include its successors, executors and permitted assigns) and M/s..... a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "**Party n**", which expression shall include its successors, executors and permitted assigns) (The Bidding Consortium should list the name, address of its registered office and other details of all the Consortium Members) for the purpose of submitting the Bid in response to the Bid Document and in the event of selection as Contractor to comply with the requirements as specified in the Bid Document and ensure execution of the documents in relation to the bid as may be required to be entered into with Gujarat Industrial Power Company Limited (“**GIPCL**”).

Party 1, Party 2, and Party n are hereinafter collectively referred to as the “Parties” and individually as a “Party”.

WHEREAS the [*Insert Name of Party 1*] desired to bid for operation of Vastan Lignite Mine (Limestone Pit) and other works associated with it, as described in detail in the bid document issued by GIPCL (“**Bid Document**”) (the “**Project**”).

WHEREAS, GIPCL had invited Bids, vide the Bid Document dated [*Insert date*] issued to..... [*Insert the name of purchaser of Bid Document*]

AND WHEREAS Clause of the Bid Document stipulates that the Bidders qualifying on the strength of a Bidding Consortium shall submit a legally enforceable Consortium Agreement in a format specified in the Bid Document, whereby the Consortium Members undertake to be jointly and severally liable for their obligations and responsibilities set out *inter alia* in the Bid Document and undertake to submit the Performance Bank Guarantee as required as per the provisions of the Bid Document, as specified herein.

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

In consideration of the above premises and agreement all the parties in this Consortium do hereby mutually agree as follows:

1. In consideration of the selection of the Consortium as the Contractor by GIPCL, we the Members of the Consortium and Parties to the Consortium Agreement do hereby unequivocally agree that M/s..... (Insert name of the Lead Member), shall act as the Leader of Consortium (as defined in the Bid Document) for self and agent for and on behalf of [*insert the names of all the other Member of the Consortium to be filled in here*].
2. The Leader of Consortium is hereby authorized by the Members of Consortium and Parties to the Consortium Agreement to bind the Consortium and receive instructions for and on behalf of all Members.
3. The Consortium Members shall be jointly and severally liable for the performance of their all the obligations under *inter alia* the Bid Documents in relation to the Project.
4. The Leader of Consortium shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective obligations. Without limiting the joint and several liability for performance of the Consortium Members' duties and obligations under *inter alia* the Bid Document, the Leader of the Consortium shall to be individually liable and responsible for the performance of the obligations of the Consortium Members' under *inter alia* the Bid Document.
5. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid shall not in any way be a limitation of responsibility of the Lead Member under these presents.
6. The Leader of Consortium shall be liable irrespective of their scope of work or financial commitments.
7. This Consortium Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Surat alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
8. It is hereby agreed that in case of selection of the Bidding Consortium as the Contractor , the Parties to this Consortium Agreement do hereby agree that they shall furnish the Performance Bank Guarantee in favor of GIPCL, as stipulated in the Bid Document. The Leader of Consortium shall be responsible for ensuring the submission of the Performance Bank Guarantee on behalf of all the Consortium Members.
9. It is further expressly agreed that the Consortium Agreement shall be irrevocable and, for the Contractor , shall remain valid over the term of the contract between GIPCL and the Consortium (as the Contractor) (the "**Contract**"), unless expressly agreed to the contrary by GIPCL.
10. The Leader of Consortium is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in response to the Bid Document for the purposes of the Bid.
11. It is expressly understood and agreed between the Members that the responsibilities and obligations of each of the Members shall be as delineated as annexed hereto as Annexure-I

forming integral part of this Agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of their joint and several responsibilities and liabilities of the Members, with regards to all matters relating to their obligations and responsibilities envisaged in the Bid Documents and the Contract.

- 12. It is clearly agreed that the Leader of Consortium shall ensure performance under the agreements and if the other Consortium Member fail to perform its obligation under the agreement(s), the same shall be deemed to be a default by both Consortium Members.
- 13. It is hereby expressly agreed between the Parties to this Consortium Agreement that neither Party shall assign or delegate its rights, duties or obligations under this Agreement except with prior written consent of GIPCL.

This Consortium Agreement

- (a) has been duly executed and delivered on behalf of each Party hereto and constitutes the legal, valid, binding and enforceable obligation of each such Party,
- (b) sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof;
- (c) may not be amended or modified except in writing signed by each of the Parties and with prior written consent of Procurer(s):

IN WITNESS WHEREOF, the Parties to the Consortium Agreement have, through their authorized representatives, executed these presents and affixed common seals of their respective companies on the Day, Month and Year first mentioned above.

Common Seal of
has been affixed in my/our
presence pursuant to the
Board of Director's resolution
dated

For and on behalf of
Consortium Member (party 1)
M/s.....

.....
(Signature)
Name:
Designation:.....

.....
(Signature of authorized
representative)
Name:
Designation:
Place:
Date:

Witness¹:
1.
(Signature)
Name
Designation.....

¹ Separate witness for each Consortium Member should fill in the details.

2.
(Signature)
Name
Designation.....

Common Seal of
has been affixed in my/our
presence pursuant to the
Board of Director's
resolution dated

For and on behalf of
Consortium Member (Party n)
M/s.....

.....
(Signature)

Name:
Designation:

.....
(Signature of authorized
representative)
Name:
Designation:
Place:
Date:

WITNESS ¹
1.
(Signature)
Name
Designation.....

2.
(Signature)
Name
Designation.....

Attested:

.....
(Signature)
(Notary Public)

Place:
Date:

ANNEXURE I

RESPONSIBILITIES OF THE CONSORTIUM MEMBERS

FORM – J

**FORM OF POWER OF ATTORNEY FOR
CONSORTIUM MEMBERS**

(On Non-Judicial Stamp Paper of appropriate value to be purchased in the name of BIDDER).

KNOW ALL MEN BY THESE PRESENTS THAT WE, the partners, whose details are given hereunder :-

Details of Members / Partners

1. M/s....., A division of A company incorporated in the Companies Act, 1956, having its registered office at (Complete address).

2. M/s..... A company incorporated in the Companies Act, 1956 having its Registered Office at

Have formed a Consortium under the laws of India (Name of country), and having our Registered Office / Head Office at (hereinafter called the "Consortium", which expression shall unless repugnant to the context or meaning thereof include its successors, Member in charge / Lead Member, administrators and assigns) do hereby constitute / nominate and appoint M/s....., A company incorporated in the Companies Act, 1956 having its Registered Office at As our duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorized Representative" or "Member in-charge or Lead Member of Consortium") to exercise all or any of the powers for and on behalf of the Consortium members in regard to "Providing of Equipment with BIDDERS, Maintenance Staff & facilities for excavation work", the bid for which have been invited by the Gujarat Industries Power Company (hereinafter referred to as "GIPCL" or "the Company" or "purchaser" or "Hirer") :-

To submit bid and participate in the aforesaid Bid Specification of the Purchaser on behalf of the "Consortium members".

To negotiate with the Purchaser the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the Purchaser for and on behalf of the "Consortium Members". To do any other act or submit any document related to the above.

To receive, accept and execute the Contract for and on behalf of the Consortium Members". In the event of an order placed on M/s..... a division of, the same shall be executed as per Bidding Documents and as per the schedule there under.

GIPCL may place only one order on our Member in-charge/lead member of Consortium. We confirm that commitments made and liabilities incurred by the said attorney / partner in-charge / Lead member shall be binding on all the consortium members and all of us shall jointly and severally responsible for the faithful execution of the contract and discharge the liabilities jointly and severally.

In the event of award of contract, we the Consortium members shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and in accordance with specifications and within the schedule time.

The said attorney / Member in charge / Lead member of consortium are hereby authorized to incur liabilities and receive instructions for and on behalf of any and all the consortium members and entire execution of the contract.

In the event of any default in executing contract, that is in accordance with specifications and within the schedule time, the remaining other member/members shall accept the liability and execute the contract in full as provided in the Bidding Documents and as per the schedule there under.

We, all the members of Consortium hereby undertake that in the event of any change in the constitution of any Consortium, during the currency of the contract obligations under the contract of the Consortium shall continue to be in full force without any effect thereof.

We, all the members of Consortium hereby undertake that we shall not cancel or amend this agreement unilaterally and without the consent of GIPCL and such consent will be obtained in writing. We also undertake that this agreement will be duly registered with the competent Registrar's office located in ROF, Ahmedabad.

In the event of the award of contract the lead member / Member In charge shall submit the name of its authorized representative who shall be in direct employment with the lead Members/Member in charge. A document in evidence that the said representative is in direct appointment of the Lead member / Member in-charge shall be submitted along with the acceptance of the contract. The authorized representative shall receive instructions accept responsibility and execute the contract for and on behalf of the Lead Member/Consortium. The authorized representative shall be given all the powers and authority for executing the contract work.

To take any action, do things, deeds and to take decisions that may be required and necessary for the execution of the contract and complete the work.

All communication, correspondence and dealings with respect to and in connection with the execution of the contract shall be done with the Lead member only and shall deemed to have been done with all the members of the consortium. Communication / correspondence made and instructions given to the said attorney / partner in charge/Lead member shall be binding on the entire Consortium members and all of us shall be jointly and severally responsible for the faithful execution of the contract and discharge the liabilities jointly and severally.

It is already understood that the said attorney / Member in charge / lead Member shall ensure performance of the Contract(s) and if the Member in charge/lead Member fails to perform the Contract(s), the same shall be deemed to be a default by all the Partners/Members of the Consortium.

It is expressly understood that this Power of Attorney shall remain valid, binding and irrevocable till completion of our obligations under the contract.

The Consortium members hereby agree and undertake to ratify and confirm all the deeds, things actions whatsoever that may be done / taken by the said attorney / Authorized representative / Lead member, whatsoever the said Attorney / Authorized Representatives / Leaders quote in the

bid, negotiate and sign the Contract with the Purchaser / Hirer and / or proposed to act on behalf of the Consortium by virtue of this Power of Attorney / Agreement and the same shall bind the Consortium as if done by itself.

IN WITNESS THEREOF the Partners constituting the Consortium as aforesaid have executed these presents on this Under the Common Seal(s) of their Companies.

For and on behalf of the Partners of Consortium.

Signature, Name, Designation for

Signature, Name, Designation for

The Common Seal of the above partners constituting the above Consortium have been affixed there unto in the presence of

WITNESS

- 1. Signature : _____
Name : _____
Designation : _____
Occupation : _____
- 2. Signature : _____
Name : _____
Designation : _____
Occupation : _____

FORM – K

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

AFFIDAVIT

UNTERTAKING REGARDING GENUINESS OF DOCUMENTS

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

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

Seal of the Notary.

Name of Firm : _____

Signature of Bidder : _____

Seal of Company : _____

Name of Bidder : _____

Designation : _____

Date : _____

FORM – L

(To be Submitted on Company's Letter Head)

Declaration Cum Undertaking for Safety Laws and Regulations Compliance

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

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

Name of Firm :

Signature of Bidder :

Seal of Company :

Name of Bidder :

Designation :

Date :

FORM – AA
PRICE BID/SCHEDULE

Name of Work:

Name of the Bidder:

Address:

Price Bid of the short listed bidder shall be evaluated for deciding the lowest bidder and the lowest bidder (L1) shall be decided on the basis of lowest rate per tonne of limestone.

Sr. No.	Description	Quantity for Five Years (In Lakh Tonne)	UNIT	Unit SOR w/o Service Tax/GST for First Year in Rs/Tonne	Amount (Rs. in Lakh)
1	<p>“Per tonne Remuneration (Which shall include, Excavation and removal of OB/IB and Limestone with the use of machines at all leads and lifts and depths up to approximately 25-30 m from the surface as per the Mining Rules and Regulations and up to the satisfaction of GIPCL. Crushing of the Limestone to required size of maximum 150 mm and minimum 10 mm, thereafter weighing the limestone at GIPCL’s weighbridge, transporting and delivering at limestone hopper/ stacking at a designated place at Power Plant site and Loading the Limestone (lying at Power Plant Limestone Stockpile, around Limestone Crusher House, below the BCN LS-1 & In-Plant Lignite Shed) into Dumper/ Tipper or Tractor Trolley with JCB-3D/ Excavator/ Loader or any other equivalent equipment and transportation up to Reclaim Hoppers & Unloading into both Reclaim Hoppers at Limestone Handling System, as directed by GIPCL.</p> <p>The work also includes all scope of work as per Section-V, Mining-Part II (Scope of work & Special Conditions of the Contract) (Rs. Per tonne of sized Limestone).</p>	12.50	Rs/Tonne	215.04	2688.00

Price includes all taxes except Service Tax/GST.

Note:

1. Payment shall be made only after size limestone of maximum 150 mm and minimum 10 mm as delivered to designated place at Power Plant site. No separate payments shall be made for other ancillary work carried out by the contractor.
2. However, the evaluation of offers will be made on the basis of the lowest offer received. The management reserves the right to accept or overlook or reject any lower rate offered by the Bidder without assigning any reason thereof.

3. Bidder shall have to quote the rates in the form of %age. i.e. “At Estimated Value OR _____%age above OR _____ %age below the estimated value.”
4. Lowest 50% out of total eligible Bidders (rounded to the next higher whole number) or Minimum three (03) eligible bidders, whichever is higher, shall be invited for participation in e-Reverse Auction.
5. Decremental value and duration for the e-Reverse Auction shall be informed to the qualified bidders before start of e-Reverse Auction. The L1 (**Lowest Per tonne Remuneration in Rs/tonne**) shall be put up for starting e-Reverse Auction. e-Reverse auction shall be for reducing the Per tonne Remuneration in Rs/tonne of Excavation and Removal of OB and Lime Stone, Crushing of the limestone to required size of maximum 150 mm and minimum 10 mm, thereafter weighing the limestone at GIPCL’s weighbridge, Loading the Limestone (lying at Power Plant Limestone Stockpile, around Limestone Crusher House, below the BCN LS-1 & In-Plant Lignite Shed) into Dumper/ Tipper or Tractor Trolley with JCB-3D/ Excavator/ Loader or any other equivalent equipment and transportation up to Reclaim Hoppers & Unloading into both Reclaim Hoppers at Limestone Handling System and the bidders have to reduce their Per tonne Remuneration in Rs/tonne in decrement of value as decided before start of e-Reverse Auction.
6. After e-Reverse Auction process, L1 bidder shall be decided on lowest Per tonne Remuneration in Rs/tonne of Excavation and Removal of OB and Lime Stone, Crushing of the limestone to required size of maximum 150 mm and minimum 10 mm, thereafter weighing the limestone at GIPCL’s weighbridge, Loading the Limestone (lying at Power Plant Limestone Stockpile, around Limestone Crusher House, below the BCN LS-1 & In-Plant Lignite Shed) into Dumper/ Tipper or Tractor Trolley with JCB-3D/ Excavator/ Loader or any other equivalent equipment and transportation up to Reclaim Hoppers & Unloading into both Reclaim Hoppers at Limestone Handling System. 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.
7. Rate quoted shall remain valid for 180 days from the date of opening of the techno-commercial bid, which shall have to be extended unconditionally for further maximum of period 60 days, as deemed fit by GIPCL.
8. Service Tax/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.

Name of Firm :

Signature of Bidder :

Seal of Company :

Name of Bidder :

Designation :

Date :