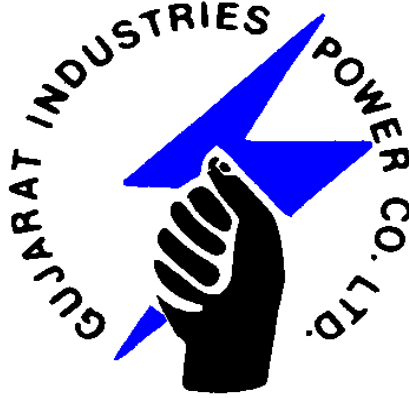


**Gujarat Industries Power Company Ltd  
(GIPCL)**



**TENDER DOCUMENT**

for

**Stacking, Compacting, Blending and Re-Handling**

of

**Lignite/ Coal/ Blended Fuel from Stockyards at  
various locations**

**Tender No. GIPCL/Re-Handling/2017-18**

Cost of Document: - Rs. 5000/- (Non Refundable)

### Table of Contents

Sr. No	Description	Page No.
	Notice Inviting Tender	3
	Detailed Notice Inviting Tender	4
1.	Disclaimer	6
2.	List of Abbreviations	9
3.	<b>Section – I</b> , Definitions, Interpretations etc.	10
4.	<b>Section – II</b> , Brief Introduction	15
5.	<b>Section – III</b> , Instruction to the Bidders	19
6.	<b>Section – IV</b> , Qualifying Criteria	30
7.	<b>Section – V</b> , Scope of Work & Special Conditions of the Contract	34
8.	<b>Section – VI</b> , Payment, Procedure for Measurement & Certificates	42
9.	<b>Section – VII</b> , Suspension, Subletting, Termination, Force-Majeure & Dispute Resolution	50
10.	<b>Section – VIII</b> , General Conditions of the Contract	53
11.	<b>Performa's:</b>	
	<b>FORM A-</b> Check List of Documents enclosed with Bid	64
	<b>FORM B-</b> Status of the Bidder	66
	<b>FORM C-</b> Details of Work carried out during the Past Five Years by the Bidder	67
	<b>FORM D -</b> Details of Heavy Earth Moving Machinery, Equipment etc. Owned and Readily available with Bidder	68
	<b>FORM E-</b> Details of Heavy Earth Moving Machinery, Equipment etc. Not Readily Available with Bidder but capable of obliging	69
	<b>FORM F-</b> Declaration for Contractual Disputes/ Litigations	70
	<b>FORM G -</b> Undertaking for Unconditional Bid	71
	<b>FORM H -</b> Declaration about the Site Visit	72
	<b>FORM I -</b> Affidavit Undertaking regarding Genuiness of Documents	73
	<b>FORM J -</b> Declaration Cum Undertaking for Safety Laws and Regulations Compliance	74
	<b>Form AA -</b> Price Bid/Schedule	75
12.	<b>Annexure No. A -</b> Lignite Rehandling Plan showing Lignite Rehandling Activities at stockyards.	78
13.	<b>Annexure No. B -</b> Format for Bank Guarantee for EMD.	79
14	<b>Annexure No. C -</b> Declaration by the Contractor indemnifying GIPCL	81

**NOTICE INVITING TENDER**

Offers are invited for the work of “Stacking, Compacting, Blending and Re-Handling of Lignite/ Coal/ Blended Fuel from Stockyards at various locations” as shown in the Re-Handling Plan (**Annexure No. A**) of Surat Lignite Power Plants.

- Estimated quantity of re-handling approximately: **10.00 Lakh CuM**
- Contract period: **01 (One) Year** (From 1<sup>st</sup> October, 2017 to 30<sup>th</sup> September, 2018 excluding Monsoon Period (July, August & September), which may be extended to one more year.
- EMD: Rs. 4.00 Lakh (Rupees Four Lakh only),
- Tender document fees: Rs. 5000/-
- Last date of on-line submission of entire offer / complete bid: 26/07/2017

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

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

**DETAILED NOTICE INVITING TENDER**

Techno-Commercial Bid & Price Bid are invited from reputed and experienced Contractors for “**Stacking, Compacting, Blending and Re-Handling of Lignite/ Coal/ Blended Fuel from Stockyards at various locations**” as shown in the Lignite Re-Handling Plan (Annexure No. A)”

Places of work	Stockyards at various locations, Taluka Mangrol, Dist. Surat.
Brief Description of Work	<b>The Contractor will be awarded contract involving:</b> Stacking, Compacting, Blending and Re-Handling of Lignite/ Coal/ Blended Fuel from Stockyards at various locations by using Heavy Earth Moving Equipments as shown in the Lignite Re-Handling Plan ( <b>Annexure No. A</b> ).
Period of Contract	<b>01 (One) Year</b> (From 1 <sup>st</sup> October, 2017 to 30 <sup>th</sup> September, 2018 excluding Monsoon Period (July, August & September), which may be extended to one more year.
Quantity of Lignite to be re-handling	Estimated quantity of lignite to be re-handled: approximately <b>10.00 Lakh CuM.</b>
EMD	<b>Rs. 4.00 Lakh (Rupees Four Lakh only)</b> , Demand Draft drawn in favor of Gujarat Industries Power Co. Ltd., payable at SBI – Nani Naroli ( <b>Branch Code-013423</b> ) 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.
Cost of bid document / tender fee	<b>Rs. 5,000/- (Rupees Five Thousand Only)</b> by demand draft drawn in favor of GIPCL payable at SBI – Nani Naroli ( <b>Branch code-013423</b> ) or Bank of Baroda - Mosali , Dist – Surat
Availability of Bid document	On web site <a href="https://www.nprocure.com">https://www.nprocure.com</a> or <a href="https://www.gipcl.com">https://www.gipcl.com</a>
Downloading of tender document from websites	05/07/2017 to 26/07/2017
Last date of submission of written request for Site Visit.	20/07/2017 up to 17.00 hrs.
Issue of Corrigendum to document, if required	As and when required till last date of submission.
Last date of on-line submission	<b>26/07/2017 up to 12.00 hrs.</b>

of entire offer / complete Bid in all two parts.	at <a href="https://www.nprocure.com">https://www.nprocure.com</a>
Submission of Techno-Commercial (Part-I) Bid in Physical form along with supporting documents at below mentioned address.	<b>28/07/2017 up to 14.00 hrs.</b>
Date and time for online opening of Techno-Commercial Bid (Part-I)	<b>31/07/2017, 14.00 hrs.</b>
Date and time for online opening of Price Bid (Part-II)	<b>04/08/2017, 10.30 hrs.</b>
<b>Date and time for E-Reverse Auction</b>	<b>04/08/2017, 11.30 hrs.</b>

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

1. Amendment / corrigendum of the bid document, the forms, schedules etc. may be done any time by GIPCL during the period between publication of notice and submission of bid in the web site. The Bidders are required to visit the web site regularly till the last date of bid submission (i.e. **26/07/2017 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. 3.4.1 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) 261112

**DISCLAIMER**

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

This Bid Document and the information contained herein are strictly confidential and privileged and are for the exclusive use of the Bidder to whom these are issued or it's concerned Promoter(s) / wholly owned Subsidiary (ies) on whose strength / experience

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

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

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

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



**LIST OF ABBREVIATIONS**

CuM	Cubic Meter
FY	Financial Year
Te	Tonne
GIPCL	Gujarat Industries Power Company Limited
HEMM	Heavy Earth Moving Machinery
LoI	Letter of Intent
MTPA	Million tonnes per annum
MTe	Million Tonne
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. **Activity** shall mean that re-handling of lignite as per activity plan up to designated delivery points.
3. **“Blended Fuel”** shall mean the lignite mixed with Coal/ GMDC Lignite in any ratio.
4. **“Bidder”:** Bidder means the person or persons, firm or company that has submitted a Bid in response to this document.
5. **“Bid”** shall mean the bid submitted by the Bidder against this bid enquiry document for acceptance by the GIPCL.
6. **“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.
7. **“Clause” or “provision”** shall mean the clause and sub clauses of this bid document and/or agreement etc.
8. **“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.
9. **Contract Period** shall mean that duration of the contract for which the work shall be awarded.
10. **“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.
11. **“Contract Document”** shall mean collectively bid documents, designs, drawings, plans, specifications, agreed variations, if any and other documents constituting the bid and acceptance thereof.
12. **“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.
13. **“Commencement of work”** shall mean start of work by the contractor as per contract terms to the satisfaction of the GIPCL.
14. **“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.
15. **“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.
  16. **Financial Year:** Financial Year shall mean the 12 month period corresponding to the audited financial statements.
  17. **“Lignite”** means captive lignite / Carbonaceous material which have calorific value in general in the range of 2500 - 2900 KCal / Kg and more on **daily basis and in-situ**.
  18. **“Letter of Intent” or “Detailed letter of Acceptance” or “Work order”** shall mean intimation by a letter/ fax/E-mail to Bidder that his / their bid has been accepted, in accordance with the provision contained in the letter/fax/E-mail.
  19. **“Lignite Stockyard”** shall mean lignite stock and includes the lignite/ Lignite from GMDC, whether stocked separately or otherwise.
  20. **“Lignite Stockyard-1”** shall mean Lignite Stockyard near Vastan Feeder Breaker.
  21. **“Lignite Stockyard-2”** shall mean Lignite Stockyard near Apron feeder / JNT-13.
  22. **“Mobilization period”** shall mean the time allowed to contractor to mobilize the equipments & Man power for commencement of the work.
  23. **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.
  24. **Operating Year:** Operating Year shall mean a period of 12 months starting from date of the commencement of rehandling work as certified by GIPCL Management.
  25. **“Power Plant”** shall mean the Power plant of M/s Gujarat Industries Power Company Limited located at Nani Naroli in Tal Mangrol, Dist.: Surat.
  26. **Partnership Firm:** In case of a partnership firm, each of the partners shall be jointly and severally liable for all liabilities, actions/duties and claims including financial, legal, environmental and technical liabilities on behalf of Bidding Firm.
  27. **Proprietorship entity:** In case of a proprietorship entity, the proprietor shall be responsible all interactions with GIPCL. However, both Members of the Bidding Consortium shall be jointly and severally liable for all liabilities, actions/duties and claims including financial, legal, environmental and technical liabilities on behalf of Bidding Consortium.
  28. **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.
  29. **Quarter:** A period of 3 months ending on 31<sup>st</sup> March, 30<sup>th</sup> June, 30<sup>th</sup> September and 31<sup>st</sup> December.
  30. **Qualifying Proposal Requirements:** Qualifying requirements shall mean the requirements set forth in this document for the purpose of evaluation.
  31. **“Rehandling”** shall mean re-handling of Lignite/ Coal/ Blended Fuel from Stockyards at various locations, by way of loading and transportation up to the designated points and

also includes other ancillary activities as prescribed in the scope of work.

32. **“Site / Work In charge”** shall mean a person authorized by the GIPCL management, who will look after all the activities related with Stacking, Compacting, Blending and Re-Handling of Lignite/ Coal/ Blended Fuel from Stockyards at various locations.
33. **“Schedule of quantities”** shall mean the quantities of lignite to be re-handled and as provided in the contract, for execution of the contract.
34. **“Tonne”** shall mean metric tonne (1000 kilograms.)
35. **Turnover:** Turnover is Gross Sales or Gross Revenues, as defined by the Indian Accounting Standards published by the Institute of Chartered Accountants of India.
36. **Unscheduled Outage:** means an outage which is not a Scheduled Outage.
37. **“Un-Loading Point-1”** shall mean Vastan Feeder Breaker.
38. **“Un-Loading Point-2”** shall mean Apron feeder near JNT-13.
39. **“Un-Loading Point-3”** shall mean In-plant Stockyard for Unit 1&2.
40. **“Un-Loading Point-4”** shall mean In-plant Stockyard for Unit 3&4, either of ends.

## **INTERPRETATIONS**

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

complementary of each and every other part and shall be read with and into the contract so far as it may be practicable to do so.

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

### **DECLARATION BY THE BIDDER**

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

1. We do hereby confirm and declare that we have independently inspected stockyards, delivery points and supply routes as described in the document, ascertained and obtained all relevant and necessary information, data, particulars, conditions of services of workmen and working conditions, facilities and existing industrial environment etc. which are directly or indirectly related to scope of work.
2. We have ascertained the location and situation of stockyard, the specified areas where the contractor would be required to undertake the re-handling of lignite and coal, Site earmarked for lignite stock yard, road network and location of power plant up to where the contractor will be required for trucks/dumper movement for re- handling of lignite and coal up to delivery points of the 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 working conditions of the area/s, availability of power supply, water supply, men and machinery requirement, availability of land 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 various locations of stockyards & shall not hamper the required supply of lignite/ or Lignite from GMDC to power plant.
5. We have assessed the quantity of daily lignite &/ or Lignite from GMDC 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 site i.e. Stockyards, situated near Mangrol Town of Surat District. This is about 55 kms from the Surat District Head Quarter. The Site can be approached from National Highway (NH-8) connecting Kim Four Road Junction (Kim Char-Rasta), which lies in between Surat and Bharuch. The major road connecting Mangrol and Kim via Tadkeshwar passes through the property.

#### 2.3 **Climate**

Climate of the area is subtropical. The annual rainfall recorded during past 15 years ranges between 538.7 mm to 2310 mm. The highest precipitation occurs normally

from last week of June to last week of September. The area in general is more or less flat with some minor undulations. The general slope of the area is towards Kim river flowing from the north eastern part. Kim river is a seasonal river which flows in the northwest direction. Normally 245 to 275 days are available for actual working in the non-monsoon period and rest 90 to 120 days is available for actual working in the monsoon period.

#### 2.4 **The Contract**

Contractor will be required for Stacking, Compacting, Blending and Re-Handling of Lignite/ Coal/ Blended Fuel from Stockyards at various locations by using Heavy Earth Moving Equipments as shown in the Lignite rehandling Plan (**Annexure No. A**) as directed by Site I/c of GIPCL.

#### 2.5 **Method of Stacking, Compacting, Blending and Re-Handling of Lignite/ Coal/ Blended Fuel.**

It is proposed to re-handle the Lignite/ Blended Fuel, using conventional mining machinery like hydraulic excavators, dumpers, along with ancillary equipments like dozers etc. for re-handling operations.

#### 2.6 **Description of the Work**

GIPCL proposes to award the work for Stacking, Compacting, Blending and Re-Handling of Lignite/ Coal/ Blended Fuel from Stockyards at various locations by using Heavy Earth Moving Equipments as shown in the Lignite rehandling Plan (Annexure No. A) to experienced and reputed contractors. The Contractor will carry out entire re-handling of lignite as per activity plan up to designated delivery points, as may be directed by Site I/c of GIPCL from time to time with all other activities like dust suppression, maintenance of approach roads to lignite stock yard and dealing with suppression of fires, etc. For details, please refer to the clause 5.2.1 on the Scope of Work under Section V-Scope of Work & Special Conditions of the Contract.

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

##### 1. **Activity No. 1:** -

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

Estimated Quantity & One way distance is about 20000.00 CuM for **One Year** & 2.10 Km.

2. **Activity No. 2:** - Rehandling from Lignite Stockyard-1 to Un-Loading Point-3, as shown in the Lignite Transport Plan ( Annexure No. 2C). Estimated Quantity & One way distance is about 10000.00 CuM for for **One Year** & 3.50 Km.



3. **Activity No. 3:** -

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

Estimated Quantity & One way distance is about **9.30 Lakh CuM for One Year & 0.5 Km.**

- 4. **Activity No. 4:** - Rehandling from Lignite Stockyard-2 to Un-Loading Point-4 as shown in the Lignite Transport Plan (Annexure No. 2C). Estimated Quantity & One way distance is about **20000.00 CuM for One Year & 1.65 Km.**
- 5. **Activity No. 5:** - Rehandling from Lignite Stockyard-1 to Un-Loading Point-4 as shown in the Lignite Transport Plan (Annexure No. 2C). Estimated Quantity & One way distance is about **20000.00 CuM for for One Year & 2.95 Km.**

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

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.

**2.7 Duration and Quantity of Work**

- 2.7.1** The period of contract will be **01 (One) Year** (From 1<sup>st</sup> October, 2017 to 30<sup>th</sup> September, 2018 excluding Monsoon Period (July, August & September), which may be extended to one more year from the date of award of work (date of letter of Intent). Lignite re-handling quantity approximately **10.00 Lakh CuM.**
- 2.7.2** The estimated quantity of Stacking, Compacting, Blending and Re-Handling of Lignite/ Coal/ Blended Fuel of Lignite from both the stockyards is approximately **10.00 Lakh CuM.** Further GIPCL reserves the right to increase or decrease the quantity by giving at least a 07 days prior notice in writing. The quantities of re-handling are only indicative/ estimated figures. The actual quantity of re-handling will depend solely on the requirement of the power plant after taking into account lignite availability from Vastan Mine and Valia Mine. GIPCL shall have sole

discretion as to the requirement of lignite for generation of electricity from time to time. The Bidder/ Contractor has agreed and understood that the requirement of lignite by Power Plant may vary from time to time, to which the Bidders/Contractor shall not have any objection. Accordingly, the Contractor shall not be entitled to any compensation or indemnity on account of increase or decrease in the quantity of lignite re-handled.

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

## SECTION- III

### INSTRUCTION TO THE BIDDERS

#### 3.1 Instruction to Bidders

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

GM (Mines)	02629-261087	<a href="mailto:nkpurohit@gipcl.com">nkpurohit@gipcl.com</a>
Chief Manager (P&P)	02629-261269	<a href="mailto:agupta@gipcl.com">agupta@gipcl.com</a>

#### 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 ,

1. Document fee
2. EMD
3. 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 are licensed Certifying Authority by Government of India.

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

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

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

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

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

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

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

### **3.3 Site Visit**

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

The Bidders shall be deemed to have visited the Site and surroundings, to have satisfied themselves to the working conditions at Site and ascertain for themselves the scope of work and ground situation and the assessment of risks associated with the work whether apparent or inherent to the nature of the work involved in the execution of the work enumerated in the scope of work, if any, availability of material, water, labour, transportation facilities probable Sites for labour accommodation and store, godown, etc. and the extent of lead and lift and other factors involved in the execution of works. **The Bidder shall confirm in writing about their Site visit to 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 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](http://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 **26/07/2017 not later than 12.00 hrs.** in the format i.e. forms A, B, C, D, E, F, G, H, I & J wherein details of document fee and EMD, experience, equipment owned, proof of experience, machinery and equipment owned by the Bidders, information regarding any current litigation in which the Bidder is involved, etc have to be mentioned.

A hard copy of the entire format i.e. forms A, B, C, D, E, F, G, H, I & J format, duly filled in, along with document fee in form of DD and EMD in form of DD or BG, Power of authority of the signatory to the Bidder, 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/Re-Handling/2017-18** at the office of the **GM (Mines)** at the address given below, on or before **28/07/2017 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://www.nprocure.com> **only** on or before dated **26/07/2017 by 12:00 hrs** in the prescribed forms **FORM-AA, PRICE BID/SCHEDULE (“PRICE BID”)** only, provided at the end of these bidding documents, without exception. Rates quoted will be **exclusive of 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://www.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.
- 3.4.6** The **Techno-Commercial Bid** cover should contain an affidavit in original in the prescribed Performa as given in the bid document, duly sworn before a Magistrate/Notary to the effect that all the supporting documents submitted with the bid is genuine and correct. If it is found at any point of time that the said documents were not genuine then in that event the bid will be rejected or contract will be terminated, EMD will be forfeited and the Bidder may be debarred from participating

in further/future bidding process.

**3.4.7** The bid submitted by the Bidder shall be unconditional and unqualified in all respect, other than as may be specifically permitted under this document.

**3.4.8** Generally, the Selected Bidder shall be the lowest Bidder. The remaining Bidders shall be kept in reserve and may, if required, be invited to match the Bid submitted by the lowest Bidder in case such lowest Bidder withdraws or is not selected for any other reason. In the event that none of the other Bidders match the Bid of the lowest Bidder, GIPCL may, in its discretion, invite fresh Bids from all Bidders or annul the Bidding Process, as the case may be.

**3.4.9** Any bid submitted by a Bidder is not transferable.

**3.5**

**OPENING OF THE BID**

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

**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. 4.00 Lakh (Rupees Four 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.

**3.7.2** The bid security shall, be 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.

**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 successful Bidder 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 120 days**, from last date of submission of Bid. The Bidder shall not during the said period of four months revoke, cancel and/or withdraw his bid nor shall he make any variation therein. In case of Bidder revoking, cancelling and/or withdrawing his bid or suo-motto varying any term in respect thereof, the earnest money deposited by him along with bid shall stand forfeited.

**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 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.

### **3.10 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.

### **3.11 ADDENDA/CORRIGENDA**

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

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

### **3.12 RIGHTS OF THE GIPCL TO ACCEPT OR REJECT BID**

**3.12.1** Bid in which any of the particulars and prescribed information are missing or are

incomplete in any respect and/or prescribed conditions are not fulfilled the same shall be liable to be rejected.

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

**3.13 SECURITY DEPOSIT**

**3.13.1** Within 07 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 Ten Percent (10%) of above mentioned estimated value of one year (**10.00 Lakh CuM** of Lignite re-handled) of contract.

The BG should be valid for the Contract Period + 3 months (for Claim Lodgement). However, the **10.00 Lakh CuM** will be considered as minimum quantity for the purpose of performance Security Deposit/BG.

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

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

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

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

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



deductions from bills.

**3.13.8** No interest is payable on Security deposit amount.

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

**3.13.10** In case, the contractor fails to mobilize required manpower and equipments within 15 (fifteen) days from the date of issue of LOI the amount of security deposit as mentioned under Clause 3.15 may be forfeited at the sole discretion of the company.

**3.14 BIDDER TO OBTAIN INFORMATION OF HIS OWN.**

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

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

**3.15 CLARIFICATIONS OF CONTENTS OF BID DOCUMENTS**

**3.15.1** Any clarification / information provided during the tendering process, if that necessitates, then GIPCL will issue suitable addendum /corrigendum on website of <https://www.nprocure.com>,

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

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

**3.16 EVALUATION OF BIDS**

**3.16.1 EVALUATION OF TECHNO-COMMERCIAL BID:** - The Techno-Commercial bid (Part I) of the Bidders will be evaluated on the basis of Pre-qualification criteria and information available with GIPCL on the performance of Bidder etc. Bidders should be careful in preparing their bid papers for the sufficiency and clarity. Only the

shortlisted Bidders will be informed about the date & time of opening of the price bids (Part II).

**3.16.2 EVALUATION OF PRICE BID:** - Part II of bid i.e. Price Bid of the short-listed Bidder shall be evaluated for deciding the lowest Bidder on the following basis: - Since GIPCL proposes to outsource works of

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** all works together for Providing Three Numbers of Hydraulic Excavators (Diesel Operated) of not less than 1.7 CuM bucket capacity with Minimum Gross Power of 170 KW each and at least One Number of lower Capacity Hydraulic Excavators (Diesel Operated) of not less than 1.1 CuM bucket capacity for the Re-Handling of blended fuel for minimum **600 TPH at any of either locations and the equipments will be deployed as per the instruction of GIPCL Officials.** Double Differential Hydraulic Tippers/ Dumpers (8X4) of at least 31 Te Gross Vehicle Weight as certified by the RTO to re-handle the Lignite/ Coal/ Blended Fuel from Stockyards at various locations not be less than **200 tonne carrying capacity** as shown in the Lignite Rehandling Plan in terms of **Rs. Per CuM including Mobilization etc...**
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 three (03) eligible bidders or 50% out of total eligible Bidders** (rounded to the next higher whole number), 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 Estimated Value**) shall be put up for starting e-Reverse Auction. e-Reverse auction shall be for reducing the **Estimated Value** of all works together for Providing Three Numbers of Hydraulic Excavators (Diesel Operated) of not less than 1.7 CuM bucket capacity with Minimum Gross Power of 170 KW each and at least One Number of lower Capacity Hydraulic Excavators (Diesel Operated) of not less than 1.1 CuM bucket capacity for the Re-Handling of blended fuel for minimum **600 TPH at any of either locations and the equipments will be deployed as per the instruction of GIPCL Officials.** Double Differential Hydraulic Tippers/ Dumpers (8X4) of at least 31 Te Gross Vehicle Weight as certified by the RTO to re-handle the Lignite/ Coal/ Blended Fuel from Stockyards at various locations not be less than **200 tonne carrying capacity** as shown in the Lignite Rehandling Plan in terms of **Rs. Per CuM including Mobilization etc...** and the bidders have to reduce their Estimated Value 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 **Estimated Value** of all works together for Providing Three Numbers of Hydraulic Excavators (Diesel Operated) of not less than 1.7 CuM bucket capacity with Minimum Gross Power of 170 KW each and at least One Number of lower Capacity Hydraulic Excavators (Diesel Operated) of not less than 1.1 CuM bucket

capacity for the Re-Handling of blended fuel for minimum **600 TPH at any of either locations and the equipments will be deployed as per the instruction of GIPCL Officials.** Double Differential Hydraulic Tippers/ Dumpers (8X4) of at least 31 Te Gross Vehicle Weight as certified by the RTO to re-handle the Lignite/ Coal/ Blended Fuel from Stockyards at various locations not be less than **200 tonne carrying capacity** as shown in the Lignite Rehandling Plan in terms of **Rs. Per CuM including Mobilization etc...**

7. **%age reduction in the Estimated Value of all works together by e-Reverse Auction process will be equally distributed in all the SoR.**
8. **The base price of the Diesel is 59.55 Rs/Ltr. shall be taken from the PSU outlet at KIM for dated 4<sup>th</sup> July, 2017.**
9. 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.
10. Rate quoted shall remain valid for 120 days from the date of opening of the techno-commercial bid, which shall have to be extended unconditionally for further maximum of period 30 days, as deemed fit by GIPCL.
11. 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.

The actual quantity of lignite re-handled will depend solely on the requirement of the power plant after taking into account lignite availability from Vastan Mine and Valia Mine. The Bidder / Contractor has agreed and understood that the requirement of lignite by Power Plant may vary from time to time, to which the Bidders/ Contractor shall not have any objection. Accordingly, the Contractor shall not be entitled to any compensation or indemnity on account of increase or decrease in the quantity of Stacking, Compacting, Blending and Re-Handling of Lignite/ Coal/ Blended Fuel.

The Bidder hereby agrees and undertakes specifically not to claim any compensation/indemnity whatsoever for reduced quantities of Stacking, Compacting, Blending and Re-Handling of Lignite/ Coal/ Blended Fuel in any year as described here above.

**3.17 GIPCL reserves the right –**

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

**3.18 Acceptance of LOI and Payment of Security Deposit**

Within 07 days of issue of LOI, the Contractor will make payment of security deposit, as an acceptance of the LOI, in the manner prescribed in clause no. 3.15 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.

**3.19 Contract Agreement and Commencement of Work**

**3.19.1** Within 10 days of issue of LoI, 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.

A letter, authorizing Contractor to commence the work will then be issued by GIPCL. The Contractor will have to mobilize and start the actual re-handling work within 15 (Fifteen) days from the date of issue of LOI. In case of failure to commence the work within the stipulated mentioned period the contract may be terminated, at the discretion of GIPCL.

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

**3.19.3 The agreement should be signed by the below mentioned signatories:**

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

**3.20 FRAUD AND CORRUPT PRACTICES**

- i. The Bidders/Contractor and their respective officers, employees, agents and advisers shall observe the highest standards of ethics and governance during the bidding process and subsequent to the issue of the LOI and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the LOI or the Contract, GIPCL may reject a Bid, withdraw the LOI, or terminate the Contract, as the case may be, without being liable in any manner whatsoever to the Bidder/Contractor, if GIPCL determines that the Bidder/Contractor, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bidding process or in the performance of the Contract. In such an event, GIPCL may forfeit and appropriate the bid security and/or performance security, as the case may be, pre-estimated compensation and damages payable to GIPCL towards, inter alia, time, cost and effort of GIPCL, without prejudice to any other right or remedy that may be available to GIPCL herein or otherwise.
- ii. Without prejudice to the rights of GIPCL hereinabove and the rights and remedies which GIPCL may have under the LOI or the contract, if Bidders/Contractor, is determined by GIPCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the bidding process, or after the issue of the LOI or during the execution of the Contract, the Contract may be liable to termination at the sole discretion of GIPCL, without any liability of compensation or indemnity on the part of GIPCL and that such Bidder/Contractor shall not be eligible to participate in any bid or RFP issued by GIPCL during a period of 2 (two) years from the date such Bidder/Contractor is determined by

GIPCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

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

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

## SECTION- 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 Production/ Loading and Transportation of Coal/ Lignite/ any Mineral (except Sand) from Mines or Coal/ Lignite Stockyards at Mines, Power Plant/ Port using Hydraulic Shovels/Excavator with matching dumpers annually and should enclose proof of the same. Bidder shall submit necessary evidence for the same like attested copies of work orders along with work completion certificates from clients. The work completion certificate shall comprise of executed quantity in CuM/Tonne. Bidders should have executed the work directly.

The Bidder should have experience in Production/ Loading and Transportation of Coal/ Lignite/ any Mineral (except Sand) from Mines or Coal/ Lignite Stockyards at Mines, Power Plant/ Port using Hydraulic Shovels/Excavator with matching dumpers annually. The experience should be either of the following:

1. Bidder should have executed at least one single order of 60% of the estimated yearly quantity i.e. **6.00 Lakh CuM** during any of the last five financial years (2012-13, 2013-14, 2014-15, 2015-16 & 2016-17) or
2. Bidder should have executed at least two single order of 40% of the estimated yearly quantity i.e. **4.00 Lakh CuM** during any of the last five financial years (2012-13, 2013-14, 2014-15, 2015-16 & 2016-17) or
3. Bidder should have executed at least three single order of 30% of the estimated yearly quantity i.e. **3.00 Lakh CuM** during any of the last five financial years (2012-13, 2013-14, 2014-15, 2015-16 & 2016-17).

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

- 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 **5.50 Lakh CuM/ Annum** for Coal/ Lignite production/ loading & transportation work **this include Excavators and Hydraulic Tippers/ Dumpers, 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:

The Bidder shall have Positive Net Worth as on 31<sup>st</sup> March, 2016.

The Bidder shall have to fulfill the annual turnover requirement of at least Indian Rupees **1.20 Crore (One Crore and Twenty 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. Where the financial statement is expressed in currency other than Indian Rupees, the financial qualification as described above shall be computed by converting the financial figures to Indian Rupees based on the exchange rates (RBI Reference Rate) prevailing rate on last date of submission of bids.

**4.3 Limited Company/ Partnership Firm****4.3.1** Bids submitted by a limited company shall comply with the following requirements :-

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

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

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

**4.4 Machinery/Equipment (Total Nos.)**

The Bidder shall provide suitable equipments as mentioned below for the Stacking, Compacting, Blending and Re-Handling of Lignite/ Coal/ Blended Fuel from Stockyards at various locations:

Sr. No.	Particulars
1	Providing Three Numbers of Hydraulic Excavators (Diesel Operated) of not less than 1.7 CuM bucket capacity with Minimum Gross Power of 170 KW each and at least One Number of lower Capacity Hydraulic Excavators (Diesel Operated) of not less than 1.1 CuM bucket capacity for the Re-Handling of blended fuel for minimum <b>600 TPH at any of either locations and the equipments will be deployed as per the instruction of GIPCL Officials.</b>  <b>Bidder may deploy bigger capacity excavators provided that the Re-Handling of blended fuel for minimum 600 TPH at any of either locations should be achieved and the equipments will be deployed as per the instruction of GIPCL Officials.</b>
2	Providing Double Differential Hydraulic Tippers/ Dumpers (8X4) of at least 31 Te Gross Vehicle Weight as certified by the RTO to re-handle the Lignite/ Coal/ Blended Fuel from Stockyards at various locations not be less than <b>200 tonne carrying capacity.</b>
3	Dozers of each about 165 HP-Minimum 2 No.
4	Pressurized Water Sprinklers of 10.00 KL - Minimum 1No.

However, Bidder should directly own, possess and be in a position to readily deploy

above mentioned heavy earth moving machineries for annual re-handling of minimum **5.50 Lakh CuM/Annum of production/ loading & transportation this include Excavators and Hydraulic Tippers/ Dumpers, while submitting the offer.**

**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 Annexures.

**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-J** attached.

a. If any Fatal Accident/ Violation of any safety law(s / Rule(s) is/ are found during the preceding three (3) years during the execution of the contract covering the scope and area of work of this tender, Bid of that party will be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage.

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

**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 RPF. 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.

## SECTION- V

### SCOPE OF WORK & SPECIAL CONDITIONS OF THE CONTRACT

#### 5.1 AREA COVERED IN THE SCOPE OF WORK

The areas as defined above have been marked in the enclosed drawings; Management at its sole discretion may alter the boundary line / limits.

#### 5.2 SCOPE OF WORK

##### 5.2.1 Description of work

Providing Three Numbers of Hydraulic Excavators (Diesel Operated) of not less than 1.7 CuM bucket capacity with Minimum Gross Power of 170 KW each and at least One Number of lower Capacity Hydraulic Excavators (Diesel Operated) of not less than 1.1 CuM bucket capacity for the Re-Handling of blended fuel for minimum **600 TPH at any of either locations and the equipments will be deployed as per the instruction of GIPCL Officials.** Double Differential Hydraulic Tippers/ Dumpers (8X4) of at least 31 Te Gross Vehicle Weight as certified by the RTO to re-handle the Lignite/ Coal/ Blended Fuel from Stockyards at various locations not be less than **200 tonne carrying capacity.**

**Bidder may deploy bigger capacity excavators provided that the Re-Handling of blended fuel for minimum 600 TPH at any of either locations should be achieved and the equipments will be deployed as per the instruction of GIPCL Officials.**

These tippers/dumpers should be compatible for GIPCL weighbridges and delivering lignite at Feeder Breaker/ Apron Feeder or any other delivery point decided by GIPCL. Bidder should also provide other ancillary equipments like minimum Two Numbers of Dozers and minimum One Number of Water Sprinklers etc., commensurate with the work and providing operators and other staff for operations and maintenance of equipments.

Only Double Differential Hydraulic Tippers/ Dumpers (8X4) with RFID Tag shall be deployed by the Contractor for the work of Re-Handling of Lignite/ Coal/ Blended Fuel from Stockyards at various locations. Hence, before deployment of Hydraulic Tippers/ Dumpers, Contractor has to register Hydraulic Tippers/ Dumpers for RFID Tag, if required by the GIPCL, at GIPCL site office. GIPCL will charge @ Rs. 1500.00 per RFID Tag for first 50 RFID Tags. Additional requirement/ replacement of damaged RFID Tag will be @ Rs. 2000.00 per RFID Tag.

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

**Estimated requirement of the lignite for Power Plant will be 35.50 Lakh Te, out of which about 16.50 Lakh Te of lignite will be directly unloaded directly into Feeder Breaker /Apron feeder by the respective Mining Contractors. Stacking, Compacting, Blending of Lignite/ Coal by spreading in the layers by dozers,**

**levelling & compaction of the slope of lignite or Dome Shape to prevent spontaneous combustion by the dozer of the remaining lignite quantity i.e. about 19.00 Lakh te of lignite will be in the scope of Bidder.**

The Contractor will carry out entire Stacking, Compacting, Blending and Re-Handling of Lignite/ Coal/ Blended Fuel from Stockyards at various locations as per activity plan up to designated spot, as per the requirement of GIPCL Power Plant from time to time.

**The Contactor shall always maintain his HEMM fleet for re-handling of blended fuel for minimum 600 TPH at any of either locations and the equipments will be deployed as per the instruction of GIPCL Officials i.e. Lignite Stock Yard-1 and Lignite Stock Yard-2.**

**Re-handling Activities:**

**1. Activity No. 1: -**

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

Estimated Quantity & One way distance is about **20000.00 CuM for One Year & 2.10 Km.**

**2. Activity No. 2: -** Rehandling from Lignite Stockyard-1 to Un-Loading Point-3, as shown in the Lignite Transport Plan ( Annexure No. 2C). Estimated Quantity & One way distance is about **10000.00 CuM for One Year & 3.50 Km.**

**3. Activity No. 3: -**

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

Estimated Quantity & One way distance is about **9.30 Lakh CuM for One Year & 0.5 Km.**

**4. Activity No. 4: -** Rehandling from Lignite Stockyard-2 to Un-Loading Point-4 as shown in the Lignite Transport Plan (Annexure No. 2C). Estimated Quantity & One way distance is about **20000.00 CuM for One Year & 1.65 Km.**

5. **Activity No. 5:** - Rehandling from Lignite Stockyard-1 to Un-Loading Point-4 as shown in the Lignite Transport Plan (Annexure No. 2C). Estimated Quantity & One way distance is about **20000.00 CuM for One Year & 2.95 Km.**

**The price quoted shall be applicable to quantity variation also. In future, if any new activity is identified, then the rate of such activity will be derived on pro-rata basis of the rates of any one of the above listed activity with nearest distance and contractor shall be bound to carry out this new activity at the newly derived rate.**

#### **5.2.2 Allied & Preparatory works**

1. In case the contractor needs to construct or create Site facilities, GIPCL may provide appropriate land during the contract area on Rental basis subject to the availability of Land.
2. Three Phase HT Electricity supply (500 KVA of Maximum demand with metering arrangements) may be made available by GIPCL at single location for his site facilities etc. Further distribution of power will have to be arranged by the Contractor at its own risk and cost. Power consumption will be metered and charged at the **prevailing rate of DGVCL**. GIPCL will recover the actual electricity bill from the monthly RA bill. However, the Contractor will be free to make its own independent arrangements. If the Contractor changes the location of its camp Site or workshop that requires shifting of the supply/metering point will made only if the Contractor agrees to bear the additional cost likely to be incurred.

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.

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.

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.

#### **5.2.3 Preparation & maintenance of approach roads of stockyard & dust suppression etc.**

1. The contractor will be responsible at its own cost and expenses for preparation of in plant stockyard approach roads, maintenance and cleaning of the lignite spillage on the lignite transportation roads used by them.
2. The contractor shall make arrangements at its own cost & expenses for sprinkling of water on lignite transport roads used by them and lignite stockyard etc. and take adequate precautions for dust suppression.

#### **5.2.4 Measures against fires & spontaneous heating of lignite**

1. All equipment operating in the lignite stockyard 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 etc., along with dates of inspections and conditions of equipment.

2. Spontaneous heating and fires in lignite stocks should be controlled by proper stacking and dozing of the lignite stocks in compact condition. Heating spots and fire Sites should be watered regularly / continuously as necessary.

### **5.3 Estimated Quantities of Lignite Re-Handling: -**

**The approximate estimated quantities for Stacking, Compacting, Blending and Re-Handling of Lignite/ Coal/ Blended Fuel from both the stockyards will be about 10.00 Lakh CuM for a period of be 01 (One) Year (From 1<sup>st</sup> October, 2017 to 30<sup>th</sup> September, 2018 excluding Monsoon Period (July, August & September) from the date of award of work (Date of Letter of Intent).**

**The monthly target of re-handling of lignite for the respective months shall be provided by GIPCL at least 7 days prior to the commencement of operating month.**

Note: -

- i. The quantity of lignite &/ coal re-handling are only indicative/ estimated figures. The actual quantity of lignite re-handling will depend solely on the requirement of the power plant after taking into account lignite availability from Vastan Mine and Valia Mine. The Bidder / Contractor has agreed and understood that the requirement of lignite by Power Plant may vary from time to time, to which the Bidders shall not have any objection. Accordingly, the Contractor shall not be entitled to any compensation or indemnity on account of increase or decrease in the quantity of lignite re-handled. Further GIPCL reserves the right to increase/decrease the annual quantity in an operating year by giving at least a 30 days prior notice in writing.
- ii. Above mentioned estimated quantities are however, not sacrosanct and actual figures may vary depending on the actual field conditions and other factors.

## **5.4 TIME FOR COMPLETION OF THE WORK COVERED BY CONTRACT**

### **5.4.1 Time Schedule: -**

The period of contract will be **01 (One) Year** (From 1<sup>st</sup> October, 2017 to 30<sup>th</sup> September, 2018 excluding Monsoon Period (July, August & September), which may be extended to one more year from the date of award of work (date of letter of Intent). Lignite re-handling quantity approximately **10.00 Lakh CuM**.

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

The work shall be executed strictly as per time schedule by deploying adequate personnel, equipments, tools and tackles. The quantities of lignite re-handling are only indicative/ estimated figures. The actual quantity of Stacking, Compacting, Blending and Re-Handling of Lignite/ Coal/ Blended Fuel will depend solely on the requirement of the power plant after taking into account lignite availability from Vastan Mine and Valia Mine. The Bidder / Contractor has agreed and understood that the requirement of lignite by Power Plant may vary from time to time, to which the Bidders shall not have any objection. Accordingly, the Contractor shall not be entitled

to any compensation or indemnity on account of increase or decrease in the quantity of lignite re-handling. Further GIPCL reserves the right to increase/decrease the annual quantity in an operating year by giving at least a 15 days prior notice in writing.

- 5.4.3** The zero date reckoned for the contract shall be the date of issuance of LOI or work order to the successful Bidder.
- 5.4.4** If the contractor shall desire an extension of time for completion of work on the grounds of his having been unavoidably hindered in its execution or on any other grounds whatsoever, he shall apply in writing to the, GIPCL within 10 (ten) days of the date of the hindrance on account of which he desires such extension as aforesaid, and GIPCL shall if in its opinion which shall be final and binding on the contractor, reasonable grounds exist, authorize such extension of time as may in its opinion be necessary or proper. Whenever such extension is granted by GIPCL this would be without prejudice to GIPCL's right to take appropriate action under this contract and without any additional financial liability on GIPCL.
- 5.4.5** Failure or delay by GIPCL to hand over the Site to the contractor necessary for the executions of the works, or to provide the necessary 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.
- 5.4.6** If the quantity awarded remains unexecuted for any reason whatsoever, including reduced /less requirement of lignite by power plant, at the end of Contract period, GIPCL may at its sole discretion grant such extension of time as it may deem fit for the execution of balance unexecuted quantity or any part thereof on the same rates, terms and conditions of the Contract.
- 5.4.7** If the contractor completes the awarded work quantity before completion of the awarded contract period, GIPCL may its sole discretion award such additional work quantity as it may deem fit, at the same rates and same terms and conditions of the contract.

**5.5 RIGHT TO REVIEW PERFORMANCE**

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

**5.6 Risk & Cost:**

GIPCL shall have full right to forfeit the whole security deposit and payment of other pending bills payable to the contractor for non fulfillment of the contractual obligations with regard to the re-handling of 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.

### **5.7 Mechanization**

The approximate volume of Stacking, Compacting, Blending and Re-Handling of Lignite/ Coal/ Blended Fuel to be re-handled as per **Clause No. 5.3** 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**.

### **5.8 Fitness of Heavy Earth Moving Equipments: -**

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

### **5.9 Accident etc. and responsibilities of contractor: -**

- i. The entire responsibility on account of any accidents, damage or personal injury which may occur to any of the contractor's vehicles/ equipment or his/its employees or any outside party shall be exclusively that of the contractor and no claim whatsoever shall be entertained by GIPCL on this account. **The contractor shall keep GIPCL indemnified from all such consequence.**
- ii. In the event of any breakdown or accident during the course of any operation, the contractor shall notify the facts to the GIPCL or his authorized officer immediately of such incidence and shall simultaneously make adequate remedial arrangements on his/its own cost and risk and as per the instructions of the GIPCL.
- iii. 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.

### **5.10 Drawings to be supplied by GIPCL**

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.

### **5.11 Responsibilities for level & alignment**

- 5.11.1** Before commencement of re-handling, spot levels shall be taken at 10 meters grid interval jointly by total station/3D Laser Scanner and these levels shall be used for drawing original ground profile while calculating volume of lignite re-handled by Datamine software/AutoCAD.

**5.11.2** The contractor shall be entirely and exclusively responsible for the horizontal and vertical alignment.

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

**5.12 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.

**5.13 Work Personnel**

- i. 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.
- ii. 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.
- iii. 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.
- iv. **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 or by Bearer Cheque only.
- v. 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.

- vi. 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.
- vii. **Working Hours:** The work for the Stacking, Compacting, Blending and Re-Handling of Lignite/ Coal/ Blended Fuel from Stockyards at various locations is to be carried out round the clock (24 Hours). Contractor should mobilize sufficient number of manpower and execute the work in all the three shifts (Each shift of eight hours) with independent manpower.

**5.14 LIABILITY TO PAY COMPENSATION:**

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

## SECTION- VI

### PAYMENT, PROCEDURE FOR MEASUREMENT & CERTIFICATES

#### 6.1 Contractor's Remuneration

- 6.1.1** The Contractor will be eligible to receive its remuneration from GIPCL in respect of the complete work done by it as per scope of work at contracted rates by GIPCL on monthly basis.
- 6.1.2** The Contractor shall submit running account bill for the work executed for a period not less than one calendar month. The running bill shall be signed by the Contractor's representative, and site in charge of GIPCL. The bill so prepared and certified will be submitted for payment to the office of the GM (Mines). The payment of the certified amount of the Running bills shall be made within 21 days from submission of the bill complete in all respect.
- 6.1.3** The Monthly running account bill for the work as mentioned at FORM-PRICE BID/SCHEDULE ("PRICE BID") i.e. **rates in INR per CuM of Lignite Re-Handled** (Which shall include, All Operating and Capital costs including Interest, Depreciation, Stacking, Compacting, Blending and Re-Handling of Lignite/ Coal/ Blended Fuel from both the stockyards and other ancillary activities as per Section - V, Scope of work & special conditions of the contract shall be considered on the monthly performance basis.
- 6.1.4** The contractor will be paid for Stacking, Compacting, Blending and Re-Handling of Lignite/ Coal/ Blended Fuel at the designated delivery point.
- 6.1.5** The remuneration to be paid by GIPCL to contractor for the entire work to be done and for performing the obligations of this contract 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.
- 6.1.6** The rate of remuneration to the Contractor shall remain firm & fixed for the entire contract period & shall not be subject to change except as mentioned elsewhere in the bid document.
- 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.
- 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. The contractor shall not be entitled to raise any

claim and/ or dispute on account of any rise in the price of oils, lubricants, tyres, tubes, spares and wages etc. on them or any other ground or reasons whatsoever.

**6.1.10 Rates for Stacking, Compacting, Blending and Re-Handling of Lignite/ Coal/ Blended Fuel, Payable and Escalation/Reduction thereafter,**

GIPCL proposes to award the work of Stacking, Compacting, Blending and Re-Handling of Lignite/ Coal/ Blended Fuel from Stockyards at various locations by using Heavy Earth Moving Equipments as shown in the Lignite Re-Handling Plan. **Rates for Stacking, Compacting, Blending and Re-Handling of Lignite/ Coal/ Blended Fuel shall have two Components** as under:

1. Work Component:

Work Component in Rs per CuM of Lignite re-handling includes Stacking, Compacting, Blending and Re-Handling of Lignite/ Coal/ Blended Fuel from Stockyards at various locations by using Heavy Earth Moving Equipments, dozing, spreading, leveling, dust suppression, approach road formation & maintenance and all related ancillary activities, but excludes the cost of diesel. Escalation will be considered on work component on yearly basis @ 4% per annum and the escalation will be applicable on yearly basis from the second operating year onwards, if the work will be extended to one more year.

2. Diesel Component:

Diesel required in Litre per CuM of Lignite re-handling which includes Stacking, Compacting, Blending and Re-Handling of Lignite/ Coal/ Blended Fuel from Stockyards at various locations by using Heavy Earth Moving Equipments, dozing, spreading, leveling, dust suppression, approach road formation & maintenance and all related ancillary activities.

Escalation/Reduction will be considered only on diesel considering the consumption of diesel in liters per CuM of lignite rehandled and as quoted in the SoR (in Litre per CuM), whenever there will be increment or decrement of minimum cumulative 2.00 Rs/Litre or more, it will form a new base rate. Next time again, Escalation/Reduction will be considered only on diesel, whenever there will be minimum increment or decrement of minimum 2.00 Rs/Litre from the New Base Rate formed for the purpose of Escalation/ Reduction.

**Illustrative Example:**

1. Suppose, base price of the Diesel is 60.00 Rs/Ltr taken from the IOC outlet at KIM for dated on xxxxxx. Escalation/Reduction will only be considered on diesel, when there will be minimum increase/ decrease of Diesel price of cumulative 2.00 Rs/Litre or more i.e. at least 62.00 Rs/Ltr or more and at-least 58.00 Rs/Ltr or less.
2. Suppose there will be increase of Only 1.99 Rs/Ltr. from base rate of diesel, GIPCL will not give any escalation on the diesel.

3. Suppose there will be increase of Only 2.05 Rs/Ltr. from base rate of diesel, GIPCL will give escalation on the diesel and the new base rate will be based on 62.05 Rs/Ltr.
4. Similarly, if there will be increase in diesel again up to 1.99 Rs/Ltr., GIPCL will not give you any escalation on diesel and if there will be increase in diesel more than 2.00 Rs/Ltr, GIPCL will give you escalation on diesel i.e. on 64.05 Rs/Ltr. and this will form a new base rate of the diesel.
5. Similarly, if there will be decrease in diesel up to 1.99 Rs/Ltr. from New base rate i.e. 64.00 Rs/Ltr., GIPCL will not apply any reduction on diesel and if there will be decrease in diesel more than 2.00 Rs/Ltr., GIPCL will apply reduction on diesel i.e. on 62.00 Rs/Ltr. and this will form a new base rate of the diesel.

Sr. No.	Date, on which actual change in price of diesel	Diesel Rate (Rs. per Ltr.)	Difference w.r.t. Base Price (Rs. per Ltr.)	New Base Rate of Diesel (Rs. per Ltr.)
1	01/03/2016	51.17	0	51.17
2	17/03/2016	53.27	2.10	53.27
3	05/04/2016	54.41	0.00	53.27
4	16/04/2016	52.97	0.00	53.27
5	01/05/2016	56.21	5.04	56.21
6	17/05/2016	57.64	0.00	56.21
7	01/06/2016	60.14	8.97	60.14
8	16/06/2016	61.55	0.00	60.14
9	01/07/2016	60.99	0.00	60.14
10	16/07/2016	60.50	0.00	60.14
11	01/08/2016	58.27	0.00	60.14
12	16/08/2016	56.11	4.94	56.11
13	01/09/2016	59.09	7.92	59.09
14	16/09/2016	58.69	0.00	59.09
15	01/10/2016	58.61	0.00	59.09
16	05/10/2016	58.71	0.00	59.09
17	16/10/2016	61.80	10.63	61.80
18	06/11/2016	62.96	0.00	61.80
19	16/11/2016	61.06	0.00	61.80
20	01/12/2016	60.91	0.00	61.80
21	17/12/2016	63.25	0.00	61.80

The base price of the Diesel is **59.55 Rs/Ltr** taken from the IOC outlet at KIM for dated 4<sup>th</sup> July, 2017. For further clarification please refer the calculation of Escalation/Reduction on Diesel Component as below:

**Escalation/ Reduction in Diesel Price Component (in INR per CuM) of an Activity** = [New Diesel Price (in Rs. per Litre) – Base Diesel Price (in Rs. per Litre)] X Diesel Component (in Litre per CuM).

In future, if any new activity is identified, then the rate of such activity will be derived on pro-rata basis of the rates of the any one of the above listed activity with the nearest distance and contractor shall be bound to operate the new activity through this newly derived rate.

**6.1.11 LIQUIDATED DAMAGES (L.D)**

**6.1.11.1** Failure on the part of the Contractor to start re-handling lignite within stipulated period (After 15 days from the date of LOI), 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. 50000.00 (Rupees Fifty Thousand only)** for each day of delay in commencement of Stacking, Compacting, Blending and Re-Handling of Lignite/ Coal/ Blended Fuel from Stockyards at various locations. 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 re-handling does not commence within 10 days 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.

**6.1.11.2 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. If the contractor fails to start the re-handling within one hour, 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. 8000.00 (Rupees Eight Thousand only)** for each day.
3. In case of any shortfall for meeting the minimum requirement on monthly target basis for the re-handling, the liquidated damages shall be applied as indicated below :-
  - a. Up to 5% Shortfall of monthly target – 20% of weighted average rate of lignite rehandling for the particular month of shortfall in lignite re-handle quantity on monthly basis.
  - b. More than 5% and up to 10% Shortfall of monthly target- 30% of weighted average rate of lignite rehandling for the particular month of shortfall lignite re-handle quantity on monthly basis.
  - c. More than 10% and up to 15% Shortfall of monthly target - 40% of the weighted average rate of lignite rehandling for the particular month of

shortfall lignite re-handle quantity on monthly basis.

- d. More than 15% Shortfall of monthly target - 50% of the weighted average rate of lignite rehandling for the particular month of shortfall lignite re-handle quantity on monthly basis.

If there is reduction in lignite re-handling quantity due to **less off take by GIPCL** for any reason, LD will not be applicable on the Contractor. GIPCL reserves the right to reduce the monthly target by 7 (Seven) days notice.

GIPCL reserves the right to terminate the contract and get the balance work completed at the cost, risk and consequences of the Contractor if the short fall is found more than 20% in all the three consecutive months/ RA bill period.

## **6.2 PROCEDURE FOR MEASUREMENT / BILLING OF WORK IN- PROGRESS.**

**6.2.1** As mentioned under Clause No. 5.11.1, before commencement of excavation, spot levels shall be taken at 10 meters grid interval jointly by total station/ 3D Laser Scanner and these levels shall be used for drawing original ground profile while calculating volume of lignite re-handled by Datamine software/AutoCAD.

**6.2.2 Lignite Re-handling Quantity:** - Measurements of **Lignite Re-handling Quantity** work shall be made using Total Survey Stations/ 3D Laser Scanner. The field readings shall be directly transferred to computer software for computation of volumes and preparation of plans and sections. Datamine or any other suitable software shall be used for this purpose. An authorized representative of the Contractor shall remain present at the time of field measurement and computation work and will also certify the same. The measurement and the computations provided by the Management shall be final and binding to the Bidder.

**6.2.3** GIPCL reserves the right to associate third party for carrying out original, annual and final re-handling 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.

## **6.3 BILLING AND PAYMENT:**

For obtaining running account payment, the contractor will submit bill for the work done in a calendar month as per the methodology given in clause 6.1 and clause 6.2. The monthly bill should be submitted along with following details:

- a. Detailed measurement & computation sheets, plan and cross sections indicating the ground levels and the working levels duly certified by the Surveyor for the lignite re-handled work carried under.
- b. Copy of wage payment sheet of the previous month to employees actually employed by the contractor;
- c. Documentary evidence of the P.F. amount deducted from the monthly salary of the employees of the contractor actually employed for execution of the contract and submission of this amount along with contractor's contribution to the P.F. Commissioner, for the previous month.
- d. Documentary evidence of the Service Tax/ GST deposited of the previous month.

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

- a. Income Tax (TDS) as per the provisions of the Income Tax Act in force,
- b. Amount of LD levied, if any
- c. Cost of other material / services provided.

The running bill shall be signed by the Contractor's authorized representative, Site in charge of GIPCL. The bill so prepared and certified will be submitted for payment to the office of the GM (Mines). The payment of the certified amount of the Running bills shall be made within 21 days from submission of the bill complete in all respect.

#### 6.4

##### **RECEIPT OF PAYMENT**

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

#### 6.5

##### **PROVIDENT FUND**

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

**6.6 WITHHOLDING PAYMENTS TO CONTRACTOR & COMPANY'S LIEN ON MONEYS DUE TO THE CONTRACTOR.**

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

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

**6.7 APPLICATION FOR COMPLETION CERTIFICATE**

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

**6.8 COMPLETION CERTIFICATE**

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

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



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

**6.9 FINAL PAYMENT AND RELEASE:**

Immediately on completion of the work, the Contractor shall submit his final bill indicating the gross and net amount payable. 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.

- 6.9.1** All prior certificates, quantities , claims etc. upon which running account payments may have been made, shall be subject to adjustment in the subsequent/ final bill, Final Certificate/ payment.
- 6.9.2** GIPCL shall not be liable to pay any money to the Contractor, except as specifically provided for in the contract. Acceptance by the Contractor of the final payment as aforesaid shall operate as estoppels and shall be, a release to GIPCL from all claims and liability to the Contractor in respect of anything done or furnished by the contractor for or in relation to the work, or in respect of any act GIPCL or any other person relating to or effecting the work.
- 6.9.3** Final payment including the security deposit, if any, will be released to the contractor after issuance of Final Certificate.

**6.10 FINAL CERTIFICATE:**

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

## SECTION- VII

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

#### 7.1 SUB-LETTING OF WORK:

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

#### 7.2 POWER OF ENTRY:

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

- 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, materials etc constructed by or belonging to and to recoup and retain the said deficiency of any part thereof out of the proceeds of the sale.

#### 7.3 Suspension of Work:

GIPCL shall have power to suspend the progress of the work any part thereof and may direct the Contractor, in writing to suspend the work, for such period and in such

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

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

**7.4 Foreclosure of Contract in full or in Part:**

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

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

**7.5 TERMINATION:**

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

to the amounts recoverable by GIPCL under the contract from Third Party Agency.

4. The SD shall be retained till completion of the defect liability period.

7.6

**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.

7.7

**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.

7.8

**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.

7.9

**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 lignite re-handled to be supplied to the Power Plant under the Contract, for any reason beyond reasonable control of GIPCL. GIPCL's decision in the matter shall be final and binding on the Contractor .
- 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 30 (thirty) days in writing, for any reason beyond the reasonable control of GIPCL. GIPCL's decision in this regard shall be final and binding on the Contractor.
- 8.3 NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK:**  
If at any time after the commencement of the work, GIPCL for any unavoidable reason, is required not to do the whole work or part thereof as specified in the schedule of work to be carried out, the GIPCL shall give notice in writing of the fact to the contractor, who shall have no claim to any payment or compensation whatsoever on any account or profit or compensation or advantage/s which he might have derived from the execution of the work in full or part, but which he did not derive in consequences of the work not having been carried out. The Contractor agrees and undertakes not to claim for compensation by reason of any alternations having been made in the original specifications, mine plan, drawings, designs parameters and instructions, by GIPCL, which shall result into change in volume or nature of the work as originally contemplated.
- 8.4 PROTECTION OF WORK:**
- 8.4.1 USE OF COMPLETED PORTIONS: The Contractor agrees and undertakes that he shall not object or refuse for any reason whatsoever,** whenever, in the opinion of GIPCL the completed part of work or any part thereof as may be required by GIPCL for its use, then GIPCL may take possession, thereof or use the work or such part thereof at any time.
- 8.4.2** All necessary repairs and renewals in the work or part thereof shall be at the expenses of the Contractor. The use of GIPCL of the work or part thereof as contemplated in this Clause shall in no case be construed as completion of the work of any part thereof. Such use shall neither relieve the Contractor of any of his obligations/ responsibilities under the contract, nor act as a waiver by GIPCL of the condition thereof. However, if in the opinion of GIPCL the use of the work or part thereof delays the completion of the remainder of the work, GIPCL may grant such extension of time as it may consider reasonable. The decision of GIPCL in the matter shall be final and binding on the Contractor. The Contractor shall not be entitled to claim any cost, charge, expenses, fees, damages, compensation etc. on account of such use by GIPCL.
- 8.4.3** All the works shall be executed in strict conformity with the provisions of the contract documents and with such explanatory detailed drawings, maps, specifications and

instructions as may be issued from time to time to the contractor by the GIPCL whether mentioned in the contract or not. The contractor shall be responsible for ensuring that works throughout are executed in most substantial, proper and workmanship like manner with the quality of material and workmanship as per the best practices prevailing in the industry, in strict conformity with the specifications, drawings, time schedule, sequence of operation etc. and to the entire satisfaction of the GIPCL.

#### **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 Manager or his authorized representative. A register shall be maintained by the Contractor in which the GIPCL after inspection shall write the instructions to be passed by the Manager and these will be countersigned immediately by the Contractor or his/its authorized representative by way of acknowledgement and its due observance in the performance of the work.
- 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.
- iii. 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.
- iv. If the contractor in the course of execution of the work is required or called upon to dismantle any structure or part thereof, not belonging to the contractor, the materials obtained as a result of such dismantling etc. will be considered as GIPCL's property and will have to be properly handled, stored and stacked by the contractor as per the direction of the GIPCL.
- v. 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.
- vi. 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 WORK THROUGH OTHER AGENCIES**

Upon failure of the contractor, which includes sub-contractor/s, if permitted by company, to comply with the instructions given in accordance with the provisions of

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

**8.5.1 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 lignite stockyard and lignite transport roads so as to suppress/arrest the dust from getting air borne 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 lignite stockyards to lignite unloading points would be sprinkled with water for dust suppression.

**8.5.2 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.

**8.6 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 stockyard.

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.

## **8.7 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

[cgmminesoffice@gipcl.com](mailto:cgmminesoffice@gipcl.com)

### **8.7.3 CHANGE OF ADDRESS**

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

## **8.8 RIGHTS OF VARIOUS INTERESTS**

Wherever the work being done by any department of GIPCL or by other 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 re-instatement basis) engaged by him/it for performance of the work at the Site. Any insurance claim brought against GIPCL by an individual or by any such other persons who suffered damage to himself or his property due to negligence of the contractor or his sub-contractor or his employees/Agent, the same shall be settled by the contractor at his own cost, expense and consequence. Copy of the valid insurance policy shall be submitted by the Contractor to GIPCL on regular basis for record. No amount shall be reimbursed by GIPCL on this account.
- 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 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 boots, guards, helmets, goggles, torch, florescent jackets and other safety devices etc. that may be required by the Acts & Rules & Regulations for the time being in force, or will come in force during the pendency of contract. The Contractor shall promptly and immediately report serious accidents to any of his/its employees to the GIPCL and shall make at his/its cost immediate arrangements to render all possible medical and other assistance to such affected employees.
- 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. The Contractor shall comply with all laws whether now in force or which may come into force hereinafter covering employment and safety of labour and in particular with the provisions of the payment of Wages Act, 1936, the Employee Compensation Act, 1923, Contract Labour(Abolition and Regulation) Act, 1970, Payment of Bonus Act, 1965, Employees Provident Fund and Miscellaneous Provisions Act,1952, Payment of Gratuity Act, 1972, Fatal Accident Act, Motor

Vehicles Act, 1939, Apprentice Act, Industrial Dispute Act, 1947, Standing Orders Act, 1946. Electricity Act, 1910 etc. and the rules and regulations framed under the said Acts. If any amount becomes payable by GIPCL as a result of any claim or application in terms of the provisions of the said Acts and Rules, Regulations, Orders made there under, such amount shall be payable by the contractor and be recovered.

- v. The Contractor shall be allowed to commence work only on production of requisite license as required under the Contract Labour (Regulation & Abolition) Act, 1970.
- vi. All persons engaged by the Contractor in connection with the performance of the contract shall be employees of the Contractor and no claim shall lie against GIPCL in respect of delay, deduction and non-payment of wages and/or remuneration/compensation by the Contractor or on any account and lapse or failure of the Contractor or his/its sub-contractor/s in the discharge of his/its obligations to his/its employees.

#### **8.11.7 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 / 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.

#### **8.11.8 FIRE PREVENTION:**

The Contractor shall take all reasonable precautions to prevent fire at lignite stockyard in the vicinity of his operations, and he shall be liable for all damage losses or injury

from fires directly or indirectly to his/its own operations or the activities of his/its employees or his/ its sub-contractors or their employees or Company's operations or its employees.

**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 premises whether controlled or not by GIPCL.

**8.13 RIGHT OF WAY**

**8.13.1** 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.

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

**FORM – A****(To be submitted on Company's Letter Head)****CHECK LIST OF DOCUMENTS ENCLOSED WITH BID**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Declarations (Strike out whichever is not applicable)</b>
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
<b>Formats enclosed-duly filled in and signed along with all required enclosures, complete as per instruction to Bidder</b>		
3	Form-B (Status of the Bidder)	Yes / No
4	Form-C (Details of Work carried out during the Past Five Years by the Bidder)	Yes / No
6	Form-D (Details of Heavy Earth Moving Machinery, Equipment etc. Owned and Readily available with Bidder)	Yes / No
7	Form-E (Details of Heavy Earth Moving Machinery, Equipment etc. Not Readily Available with Bidder but capable of obliging)	Yes / No
8	Form-F (Declaration for Contractual Disputes/ Litigations)	Yes / No
9	Form-G (Undertaking for Unconditional Bid)	Yes / No
11	Form-H (Declaration about the Site Visit)	Yes / No
12	Form-I (Affidavit Undertaking regarding Genuiness of Documents)	Yes / No
13	Form-J (Declaration Cum Undertaking for Safety Laws and Regulations Compliance)	Yes / No
<b>Other documents to be enclosed by the Bidder as per the instruction of the bid document.</b>		
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	To participate in e-Reverse Auction, bidders have to create e-Auction User ID on <a href="http://www.auction.nprocure.com">www.auction.nprocure.com</a> 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.	<b>Yes</b>
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 (Three) years (2013-14, 2014-15 and 2015-16)  <b>1. Profit and Loss Statement,</b> <b>2. Balance Sheet,</b> <b>3. Auditor's Report</b>	Yes/No Yes/No Yes/No

Name of Firm :

Signature of Bidder :

Seal of Company :

Name of Bidder :

Designation :

Date :

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

**STATUS OF THE BIDDER**

Name of the Bidder	
Address	
Registered Office	
For Correspondence	
Telephone Number	
Fax Number	
E-mail Address	
Whether the firm is joint stock company, individual, Partnership firm ( <b>Attested copies of Deeds, Articles of Association to be enclosed</b> )	
Name of the person holding power of attorney ( <b>Attested copy of power of Attorney to be enclosed</b> )	
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 (2012-13, 2013-14, 2014-15, 2015-2016 & 2016-17 BY THE BIDDER**

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

Name of Firm :

Signature of Bidder :

Seal of Company :

Name of Bidder :

Designation :

Date :

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

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

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

Name of Firm :

Signature of Bidder :

Seal of Company :

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

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

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

Name of Firm :

Signature of Bidder :

Seal of Company :

Name of Bidder :

Designation :

Date :

**FORM – G**

(To be submitted on Company's Letter Head)

**UNDERTAKING FOR UNCONDITIONAL BID**

**&**

**OBSERVENCE OF CONTRACT CONDITIONS**

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

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

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

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

Name of Firm :

Signature of Bidder :

Seal of Company :

Name of Bidder :

Designation :

Date :

**FORM – H**

(To be submitted on Company's Letter Head)

**DECLARATION ABOUT THE SITE VISIT**

I / We do hereby confirm and declare that I/We have independently inspected the various locations of stockyards, delivery points and supply routes and have ascertained & obtained all relevant & necessary information, data, particulars, prevailing wage structure, conditions of services & availability of workforce, facilities available, existing industrial environment and other working conditions etc.

I/We have also studied and understood the lignite re-handling scheme particularly with respect to location and situation of the stockyards delivery points and all information about the existing and possible and supply routes for vehicular movement.

I/We have also assessed the risk associated with the work whether apparent or inherent to the nature of work involved and satisfied our self as to the nature, condition, quantum, extent, scope and magnitude of the work involved in the contract, working conditions of the area, availability of power supply, water supply, men and machinery requirement, availability of land for camp, etc.

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

Name of Firm :

Signature of Bidder :

Seal of Company :

Name of Bidder :

Designation :

Date :



**FORM – I**

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

**AFFIDAVIT**

**UNTERTAKING REGARDING GENUINNESS OF DOCUMENTS**

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

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

Seal of the Notary.

Name of Firm :

Signature of Bidder :

Seal of Company :

Name of Bidder :

Designation :

Date :

**FORM – J**

(To be submitted on Company's Letter Head)

**Declaration cum Undertaking for Safety Laws and Regulations Compliance**

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

Name of Firm :

Signature of Bidder :

Seal of Company :

Name of Bidder :

Designation :

Date :

**FORM AA – PRICE BID/SCHEDULE  
("PRICE BID")**

Price Bids of the techno-commercially qualified Bidders shall be evaluated for deciding the lowest Bidder and the lowest Bidder (L1) shall be decided on the basis of Total Contract Value. Here, it should be noted that the above process of evaluation is specifically for comparative evaluation of price bids only. However, contractor shall be required to execute actual quantities as per direction of GIPCL and shall be paid for the actual work done on the rates quoted.

**Rates for Stacking, Compacting, Blending and Re-Handling of Lignite/ Coal/ Blended Fuel** shall have **two Components** as under:

1. Work Component:

Work Component in Rs per CuM of Lignite re-handling includes Stacking, Compacting, Blending and Re-Handling of Lignite/ Coal/ Blended Fuel from Stockyards at various locations by using Heavy Earth Moving Equipments, dozing, spreading, leveling, dust suppression, approach road formation & maintenance and all related ancillary activities, but excludes the cost of diesel. Escalation will be considered on work component on yearly basis @ 4% per annum and the escalation will be applicable on yearly basis from the second operating year onwards, if the work will be extended to one more year.

2. Diesel Component:

Escalation/Reduction will be considered only on diesel considering the consumption of diesel in liters per CuM of lignite re-handled and as quoted in the **SoR (in Litre per CuM)**, whenever there will be increment or decrement of minimum cumulative 2.00 Rs/Litre or more, it will form a new base rate. Next time again, Escalation/Reduction will be considered only on diesel, whenever there will be minimum increment or decrement of minimum 2.00 Rs/Litre from the New Base Rate formed for the purpose of Escalation/ Reduction.

**The base price of the Diesel is 59.55 Rs/Ltr. taken from the IOC outlet at KIM for dated 4<sup>th</sup> July, 2017.** For further clarification please refer the calculation of Escalation/Reduction on Diesel Component as below:

**Escalation/ Reduction in Diesel Price Component (in INR per CuM) of an Activity = [New Diesel Price (in Rs. per Litre) – Base Diesel Price (in Rs. per Litre)] X Diesel Component (in Litre per CuM)**

**Bidders are requested to quotes their rates for the work as under:**

**A: Main Activities:**

Sr. No.	Description of Activities	Rehandli ng Quantity (in CuM)	Work Componen t (INR per CuM)	Diesel Componen t (in Litre per CuM)	Price of Diesel taken from the PSU outlet at KIM for dated 4 <sup>th</sup> July,	Diesel component (in INR per CuM)	SOR w/o Service Tax/ GST for First Year (in Rs./CuM)	Total Amount (Rs in Lakh)
---------	---------------------------	-------------------------------	-------------------------------	--------------------------------------	--	-----------------------------------	--	---------------------------

					2017 (in Rs. per Litre)			
1	Activity No. 1	20000	24.96	0.33	59.55	19.65	44.61	8.92
2	Activity No. 2	10000	32.76	0.40	59.55	23.82	56.58	5.66
3	Activity No. 3	930000	18.62	0.26	59.55	15.48	34.10	317.12
4	Activity No. 4	20000	23.40	0.32	59.55	19.06	42.46	8.49
5	Activity No. 5	20000	29.64	0.37	59.55	22.03	51.67	10.33
<b>Total Quantity (In CuM)</b>		<b>1000000</b>						<b>350.52</b>
<b>Total of A Activity (in Rs)</b>								<b>350.52</b>

**B: Rates for Optional Items, which may be required by GIPCL for Additional Jobs:**

Sr. No.	Equipment	Tentative Hours	Rs./ Hr	Total Amount (Rs in Lakh)
1	Dozer (165 HP)	100	3000.00	3.00
<b>Total of B Activity (in Rs)</b>				<b>3.00</b>
<b>Grand Total (A + B) (in Rs)</b>				<b>353.52</b>

Price includes all taxes except Service Tax/ GST.

**Price Schedule:**

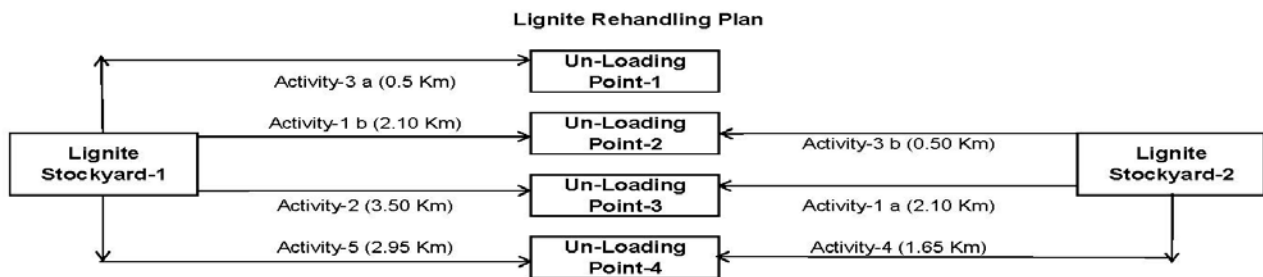
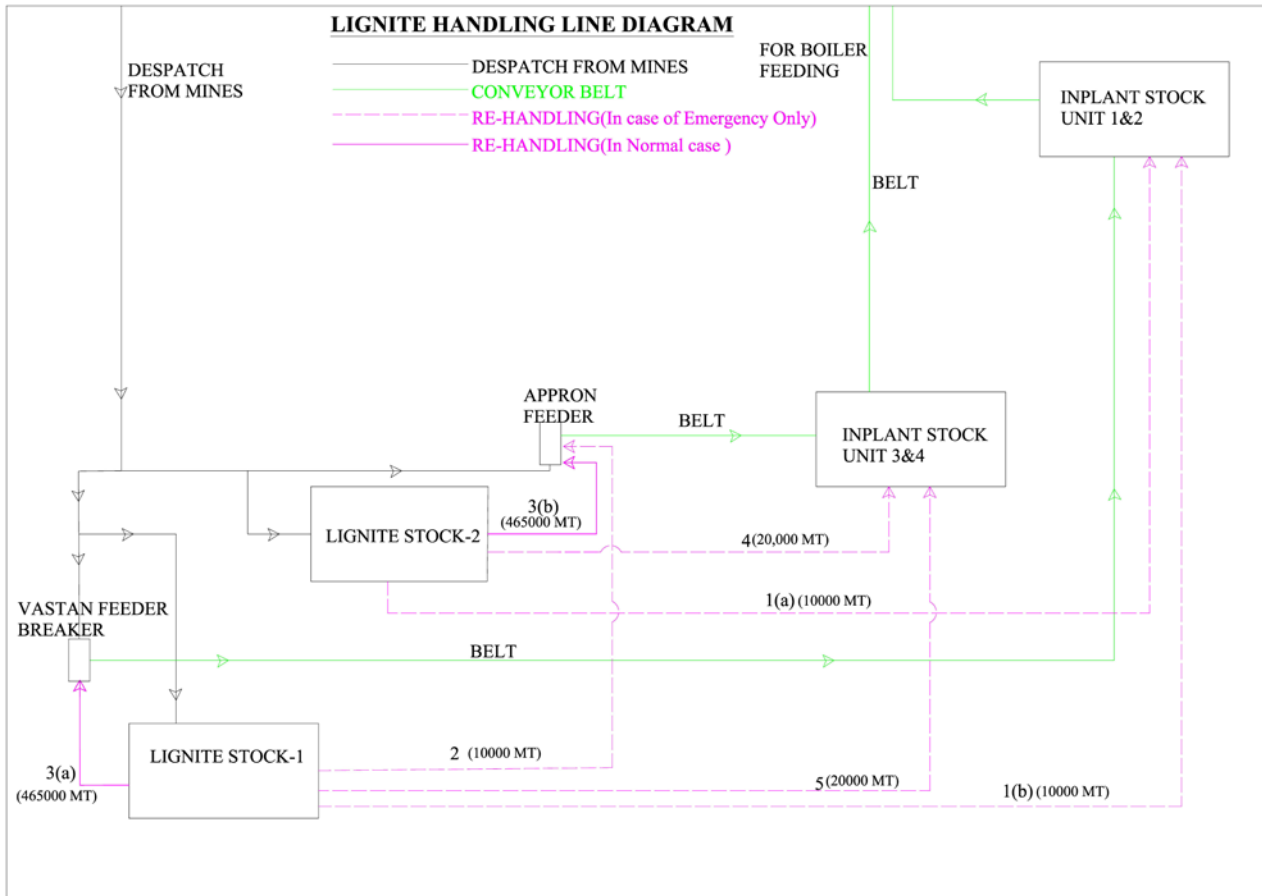
Estimated Amount (In Rs.)	Above/ Below	Percentage (%)	Total Amount	Amount in Words
35052690.00				

Note:

- 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 estimated 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.
- Estimate Value includes Cost of** all works together for Providing Three Numbers of Hydraulic Excavators (Diesel Operated) of not less than 1.7 CuM bucket capacity with Minimum Gross Power of 170 KW each and at least One Number of lower Capacity Hydraulic Excavators (Diesel Operated) of not less than 1.1 CuM bucket capacity for the Re-Handling of blended fuel for minimum **600 TPH at any of either locations and the equipments will be deployed as per the instruction of GIPCL Officials.** Double Differential Hydraulic Tippers/ Dumpers (8X4) of at least 31 Te Gross Vehicle Weight as certified by the RTO to re-handle the Lignite/ Coal/ Blended Fuel from Stockyards at various locations not be less than **200 tonne carrying capacity** as shown in the Lignite Rehandling Plan in terms of **Rs. Per CuM including Mobilization etc...**

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 three (03) eligible bidders or 50% out of total eligible Bidders** (rounded to the next higher whole number), whichever is higher, shall be invited for participation in e-Reverse Auction.
5. 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 Estimated Value**) shall be put up for starting e-Reverse Auction. e-Reverse auction shall be for reducing the **Estimated Value** of all works together for Providing Three Numbers of Hydraulic Excavators (Diesel Operated) of not less than 1.7 CuM bucket capacity with Minimum Gross Power of 170 KW each and at least One Number of lower Capacity Hydraulic Excavators (Diesel Operated) of not less than 1.1 CuM bucket capacity for the Re-Handling of blended fuel for minimum **600 TPH at any of either locations and the equipments will be deployed as per the instruction of GIPCL Officials**. Double Differential Hydraulic Tippers/ Dumpers (8X4) of at least 31 Te Gross Vehicle Weight as certified by the RTO to re-handle the Lignite/ Coal/ Blended Fuel from Stockyards at various locations not be less than **200 tonne carrying capacity** as shown in the Lignite Rehandling Plan in terms of **Rs./CuM including Mobilization etc...** and the bidders have to reduce their Estimated Value 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 **Estimated Value** of all works together for Providing Three Numbers of Hydraulic Excavators (Diesel Operated) of not less than 1.7 CuM bucket capacity with Minimum Gross Power of 170 KW each and at least One Number of lower Capacity Hydraulic Excavators (Diesel Operated) of not less than 1.1 CuM bucket capacity for the Re-Handling of blended fuel for minimum **600 TPH at any of either locations and the equipments will be deployed as per the instruction of GIPCL Officials**. Double Differential Hydraulic Tippers/ Dumpers (8X4) of at least 31 Te Gross Vehicle Weight as certified by the RTO to re-handle the Lignite/ Coal/ Blended Fuel from Stockyards at various locations not be less than **200 tonne carrying capacity** as shown in the Lignite Rehandling Plan in terms of **Rs./CuM including Mobilization etc...**
7. **%age reduction in the Estimated Value of all works together by e-Reverse Auction process will be equally distributed in all the SoR.**
8. **The base price of the Diesel is 59.55 Rs/Ltr. shall be taken from the PSU outlet at KIM for dated 4<sup>th</sup> July, 2017.**
9. 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.
10. Rate quoted shall remain valid for 120 days from the date of opening of the techno-commercial bid, which shall have to be extended unconditionally for further maximum of period 30 days, as deemed fit by GIPCL.
11. 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.

**Annexure No – A**



- "Lignite Stockyard-1" shall mean Lignite Stockyard near Vastan Feeder Breaker.
- "Lignite Stockyard-2" shall mean Lignite Stockyard near JNT-13.
- "Un-Loading Point-1" shall mean Vastan Feeder Breaker.
- "Un-Loading Point-2" shall mean Apron feeder near JNT-13.
- "Un-Loading Point-3" shall mean In-plant Stockyard for Unit 1&2.
- "Un-Loading Point-4" shall mean In-plant Stockyard for Unit 3&4 either of ends.

**PERFORMA FOR BANK GUARANTEE FOR EMD**

(To be stamped in accordance with stamp Act.)

Ref..... Bank Guarantee No.....

Date.....

Guarantee cover period: From.....

To.....

Last date of lodgments of claim .....

(same as expiry date)

To,

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

Dear Sirs,

In accordance with your “Invitation for Bids” under your specification No..... and dated .....M/s. .... having its Registered/Head Office at..... (herein after called the Bidder) wish to participate in the said bid for ..... As an irrevocable bank Guarantee against bid guarantee for an amount of ..... Valid for ( 04) four months from ..... is required to be submitted by the Contractor as a condition precedent for participation in the said bid, which amount is liable to be forfeited on the happening of any contingencies mentioned in the Bid Documents.

We, the ..... Bank at ..... having our Head Office at (local address) ..... Guarantee and undertake to pay immediately on written demand by Gujarat Industries Power Company Limited (herein after call the “Purchaser”) (In figures) ..... (in words) ..... Without any reservation protest, demur and recourse. Any such demand made by said “Purchaser” shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder. It shall be conclusive and enough for enforcement of bank

guarantee on the bank if purchaser invokes the bank guarantee stating only that the default has been committed by the Bidder, thus far and no further.

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

In witness there of Bank, through its authorized Officer, has set its hand and stamp on this ..... day of .....200..... at.....

.....  
(Signature)

.....  
(Name)

Designation with Bank stamps:

Attorney as per Power of Attorney No.

Dated.....

Notes;

1. The minimum validity of the bank guarantee for EMD amount should be for 120 days.
2. The stamp papers of appropriate value shall be purchased in the Name of Guarantee Issuing Bank.



**UNDERTAKING**

**(To be submitted on Company's Letter Head)**

**(Tender No. GIPCL/Re-Handling/2017-18)**

We, M/s ----- here by undertake that, we shall at all times, indemnify and keep indemnified that GIPCL, from any and all liability for damages resulting from or arising out of or in any way connected with the operations covered by the (Tender No. GIPCL/Re-Handling/2017-18). We shall be responsible for all risk **arising in connection with or on account of the operations covered by the** contract covered by the above tender and shall make good all losses and damages arising there from.

In case, the GIPCL shall incur any cost or expense or suffer any loss on account of any claim demand or course of action brought against us of the operations covered by the bidder/tender, the GIPCL shall have the power (Without being bound to do so) to define, contest or compromise any such claim demanded or cause of action. Any amount that may become payable by GIPCL and any cost expense etc. that may be incurred by the GIPCL in this behalf, shall also be recoverable from us, without prejudice to your other rights.

For, M/s -----

Date:

Place: