

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



**Tender**

**for**

**Appointment of Consultant for getting the Letter of Intent (LOI) for the purpose of granting mining lease of limestone mineral in favor of M/s Gujarat Industries Power Company Limited from Industries and Mines Department, Government of Gujarat.**

**Tender No. GIPCL/Limestone-LoI/2024-25**

## DETAILED NOTICE INVITING TENDER

Techno-Commercial Bid & Price Bid are invited for the Appointment of Consultant for getting the Letter of Intent (LOI) for the purpose of granting mining lease of limestone mineral in favor of M/s Gujarat Industries Power Company Limited from Industries and Mines Department, Government of Gujarat.

Places of work	Surat Lignite Power Plant of Gujarat Industries Power Company Limited, At & P.O. Nani Naroli, Taluka Mangrol, Dist. Surat-394 112, Gujarat.
Brief Description of Work	The Consultant will be awarded work for getting the Letter of Intent (LOI) for the purpose of granting mining lease of limestone mineral in favor of M/s Gujarat Industries Power Company Limited from Industries and Mines Department, Government of Gujarat.
EMD	<p><b>Rs. 20,000.00/- (Rupees Twenty Thousand only)</b> by way of demand draft drawn in favor of Gujarat Industries Power Co. Ltd., payable at SBI - Nani Naroli Branch (IFS Branch Code-SBIN0013423) or Bank of Baroda - Mosali Branch (IFS Branch Code-BARB0MOSALI), Dist. Surat or through online payment gateway of company's website: <a href="http://www.gipcl.com">www.gipcl.com</a>(online Payment form) as per details mentioned @ <b>Annexure-1</b> or by way of irrevocable Bank Guarantee in favor of "Gujarat Industries Power Company Limited" from any scheduled public sector/Nationalized Bank or reputed/leading private sector bank or by way of RTGS/NEFT/IFT, details for RTGS/NEFT/IFT as under: -</p> <ol style="list-style-type: none"><li>1. <b>Name of Account Holder:</b> Gujarat Industries Power Co. Ltd.</li><li>2. <b>A/c. No.:</b> 33514692834</li><li>3. <b>Name of Bank:</b> State Bank of India</li><li>4. <b>Address of Bank:</b> Utility Building, Nani Naroli, Taluka Mangrol, Dist. Surat. Pin 394 110</li><li>5. <b>IFSC code:</b> SBIN0013423</li><li>6. <b>MICR Code:</b> 394002513</li></ol>
Cost of Bid Document / Tender Fee	<p><b>Rs. 2,950/- (Rupees Two Thousand Nine Hundred Fifty only) (non refundable, inclusive of 18% GST)</b> through online payment gateway of company's website: <a href="http://www.gipcl.com">www.gipcl.com</a> (online Payment form) as per details mentioned @ <b>Annexure- 1</b> or by RTGS/NEFT/IFT only in favor of GIPCL as per details below: -</p> <ol style="list-style-type: none"><li>1. <b>Name of Account Holder:</b> Gujarat Industries Power Co. Ltd.</li><li>2. <b>A/c. No.:</b> 33514692834</li><li>3. <b>Name of Bank:</b> State Bank of India</li></ol>

	<p>4. <b>Address of Bank:</b> Utility Building, Nani Naroli, Taluka Mangrol, Dist. Surat. Pin 394 112</p> <p>5. <b>IFSC code:</b> SBIN0013423</p> <p>6. <b>MICR Code:</b> 394002513</p>
Availability of Bid document	On web site <a href="https://etender.gipcl.com/web">https://etender.gipcl.com/web</a>
Downloading of tender document from websites	<b>July 15, 2024 to August, 05, 2024.</b>
Last date of on line submission of entire offer / complete Bid in all two parts.	<b>August, 05, 2024 up to 17.00 hrs at <a href="https://www.gipcl.com">https://www.gipcl.com</a></b>
Submission of Techno-Commercial (Part-1) Bid in Physical form along with supporting documents at below mentioned address. Alternatively, clearly visible soft/scanned copies of the same i.e. Techno-Commercial (Part-1) Bid along with supporting documents can also be e-mailed at the below mentioned e-mail ids.	<b>August, 07, 2024 up to 17.00 hrs.</b>
Date and time for opening of Price Bid (Part-II):	The date and time of opening of price bids will be intimated to the technically eligible Bidder's at least one day in advance by phone / fax / courier / email.

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

1. GIPCL reserves the right to reject any or all the offers / bids received.
2. Agencies 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.
3. Agencies are required to submit their bids on-line in the web site <https://www.gipcl.com>
4. Documents in physical form, as mentioned in Clause No. 7.0 and 12.0 shall be submitted by the Consultant at the following address:-

**General Manager (Mines)**

Gujarat Industries Power Company Limited,  
Surat Lignite Power Plant,  
At & P.O. Village: Nani Naroli,  
Taluka Mangrol,  
Dist. Surat-394 112, Gujarat

Phone: (02629) 261063-72/87

E-Mail Ids.: - [pcgoyal@gipcl.com](mailto:pcgoyal@gipcl.com) & [avgupta@gipcl.com](mailto:avgupta@gipcl.com)

## INSTRUCTION TO CONSULTANT

### 1.0 Instruction to Consultant

- 1.1 Agencies are advised to carefully read the instructions, evaluation norms and other terms and conditions described in these documents under different Chapters before making their offer. In case of any doubt they may seek clarification/further information's from the Chief General Manager (Mines) or the Dy. General Manager (P&P) or Dy. General Manager (Geology) 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:pcgoyal@gipcl.com">pcgoyal@gipcl.com</a>
DGM (P&P)	09909925337	<a href="mailto:avgupta@gipcl.com">avgupta@gipcl.com</a>

### 1.2 e-Tendering

- 1.3 Bid documents are available only in electronic format which Agency can download free of cost from the websites <https://etender.gipcl.com/web>.
- 1.4 All bids (Techno-Commercial and Price bid) should be submitted online through the web site <https://etender.gipcl.com/web> only. No physical submission of price will be entertained as it should be furnished online only. Also, no fax, email and letter will be entertained for the same.

### 2.0 Description of Works:

**For getting the Letter of Intent (LOI) for the purpose of granting mining lease of limestone mineral in favor of M/s Gujarat Industries Power Company Limited from Industries and Mines Department, Government of Gujarat.**

Gujarat Industries Power Company Limited (GIPCL) was incorporated in the year 1985 as a Public Limited Company. The Company is registered with the Registrar of Companies, Gujarat under the Companies Act, 1956, registered and corporate Office is located at P.O. Ranoli, Vadodara- 391 350, Gujarat, India. GIPCL has been promoted by Gujarat Fertilizers and Chemicals Ltd. (GSFC), Gujarat Alkalies and Chemicals Ltd. (GACL) and Gujarat Urja Vikas Nigam Ltd.(GUVNL, erstwhile Gujarat Electricity Board). GIPCL functions under the umbrella of Energy and Petrochemicals Department, Govt. of Gujarat. GIPCL's equity shares are listed on the Bombay Stock Exchange (BSE) and National Stock Exchange (NSE).

GIPCL is in the business of Electrical Power Generation, the current installed capacity is 1184.4MW. The Company has a diversified power generation portfolio comprising Thermal (Lignite and Gas) and Renewable (Wind and Solar) Power Plants. GIPCL also operates captive Lignite and Limestone Mines to meet the fuel requirement of the 500 MW Surat Lignite Power Plant. Over the years, GIPCL has established itself as a formidable player in the power generation business.

1. 500 MW (2 x 250 MW) Surat Lignite Power Plant at Village Mangrol, Surat, Gujarat.
2. 310 MW (145 MW +165 MW) Gas Based Combined Cycle Power Plants at Vadodara, Gujarat
3. 112.4 MW Wind Generating Capacity in the Saurashtra and Kutch region of Gujarat.

4. 262 MW Solar Generating Capacity spread across various locations in Gujarat.
5. Mangrol-Valia and Vastan Lignite Mines with a combined capacity of 5.4 Million Tonnes Per Annum

GIPCL has acquired mining lease and clearances for Open Cast Lignite and Limestone mining in Vastan and Mangrol -Valia region which ensures uninterrupted fuel supply to the Surat Lignite Power Plant.

**GIPCL propose for the Appointment of Consultant for getting the Letter of Intent (LOI) for the purpose of granting mining lease of limestone mineral in favor of M/s Gujarat Industries Power Company Limited from Industries and Mines Department, Government of Gujarat.**

- 2.1 **Following activities to be under taken for getting the Letter of Intent (LOI) for the purpose of granting mining lease of limestone mineral in favor of M/s Gujarat Industries Power Company Limited from Industries and Mines Department, Government of Gujarat, including following but not limited to:**

1. Purchase of latest Cadastral Plan from District DILR office, Surat.
2. Collection of Land Schedule (7, 12, 8A) forms collected from local / District Authorities.
3. Consultant has to prepare application for getting the Letter of Intent (LOI) for the purpose of granting mining lease of limestone mineral in favor of M/s Gujarat Industries Power Company Limited from Industries and Mines Department, Government of Gujarat, as prescribed Form-I of latest MCR by using all above mention data.
4. After necessary approval on draft application by GIPCL, Consultant will submit the Form-I with all necessary enclosure & applicable fees (Born by GIPCL) to district Geologist office, Surat.
5. **Revenue, Technical & Forest Opinion:**
  - a. After receipt of letter from local Geologist for Revenue, Technical and forest opinion, Consultant has to regularly follow up with local Talati, Mamlatdar and if required Gram Panchayat and prepared / collect village wise positive revenue opinion from concern Mamlatdar in prescribed format and submit the same to District Geologist office.
  - b. If requires by district Geologist, Consultant shall also help local geologist office for preparation of technical opinion.
  - c. Consultant shall remain in close touch with district Geologist office and manage to forward block application with positive remark from District office to CGM-Gandhinagar office.
  - d. If any back query raised by CGM-Gandhinagar office to District Geologist on submitted proposal, Consultant shall resolve the same query with the close co-ordination of District Geologist office and submit the required information to CGM-Gandhinagar office immediately.
6. The Consultant shall follow up at office of the District Geologist for forwarding the application for getting the Letter of Intent (LOI) for the purpose of granting mining lease of limestone mineral in favor of M/s Gujarat Industries Power Company Limited from Industries and Mines

- Department, Government of Gujarat.
7. The Consultant shall follow up at office of the CGM, Gandhinagar for forwarding the application for getting the Letter of Intent (LOI) for the purpose of granting mining lease of limestone mineral in favor of M/s Gujarat Industries Power Company Limited, to the office of Industries and Mines Department (IMD), Government of Gujarat.
  8. The Consultant shall follow up at office of the Industries and Mines Department (IMD), Government of Gujarat for getting the Letter of Intent (LOI) for the purpose of granting mining lease of limestone mineral in favor of M/s Gujarat Industries Power Company Limited from Industries and Mines Department, Government of Gujarat.
  9. Any other all activities which consultant feels are obligatory for getting the Letter of Intent (LOI) for the purpose of granting mining lease of limestone mineral in favor of M/s Gujarat Industries Power Company Limited from Industries and Mines Department, Government of Gujarat, are also included.
  10. The scope also includes offering necessary clarifications to the GIPCL Office/ District Geologist, Surat/ Collector Surat/ Commissioner of Geology and Mining (CGM), Gandhinagar/ Industries and Mines Department (IMD), Government of Gujarat by personal visits and maintaining liaison pertaining for getting the Letter of Intent (LOI) for the purpose of granting mining lease of limestone mineral in favor of M/s Gujarat Industries Power Company Limited from Industries and Mines Department, Government of Gujarat.
  11. Consultant is having full and final responsibility to get the Letter of Intent (LOI) for the purpose of granting mining lease of limestone mineral in favor of M/s Gujarat Industries Power Company Limited from Industries and Mines Department, Government of Gujarat, within stipulated time period.
  12. The Consultant shall maintain the liaison pertaining to approval for getting the Letter of Intent (LOI) for the purpose of granting mining lease of limestone mineral in favor of M/s Gujarat Industries Power Company Limited from Industries and Mines Department, Government of Gujarat, with all the authorities associated with above said work.
  - 13. All the Statutory/ Application fees made pertaining to approval for getting the Letter of Intent (LOI) for the purpose of granting mining lease of limestone mineral in favor of M/s Gujarat Industries Power Company Limited from Industries and Mines Department, Government of Gujarat, shall be borne by the GIPCL and shall be paid to consultant on original documents produced to GIPCL.**
  14. Consultant shall co-ordinate with proper liaising with respective departments, to prepare & submit the required application and collects the required details on behalf of GIPCL.
  15. Consultant shall prepare the details as per the required acceptable format (as desired by respective departments) and it should be complete in all respect with all required document / drawing / text etc as required to facilitate for Compilation, Approvals and onward submission.
  16. Consultant shall be responsible for addressing all the issues arising in the process and facilitate GIPCL in overcoming the same including liaison with all concerned authorities, for timely and satisfactorily completion of work in all respect.
  17. Consultant has to strictly follow the prevailing laws and to ensure the

compliance thereof and where required, necessary approval / clearance are obtained prior to initiation of any activity.

18. If any objection is raised / clarification is asked by any respective Govt. dept. then, Consultant shall assist GIPCL in settlement of all the objections/ queries. Consultant will be fully responsible for complete execution of work in a satisfactory manner.
19. Consultant shall provide required assistance to GIPCL till the work for getting the Letter of Intent (LOI) for the purpose of granting mining lease of limestone mineral in favor of M/s Gujarat Industries Power Company Limited from Industries and Mines Department, Government of Gujarat, is completed.

### 3.0 Time schedule:

Time period is essence of this contract, which is strictly required to be followed by Bidder and for which adequate manpower may be deployed.

Time schedule for getting the Letter of Intent (LOI) for the purpose of granting mining lease of limestone mineral in favor of M/s Gujarat Industries Power Company Limited from Industries and Mines Department, Government of Gujarat, is as under:

<b>Sr. No</b>	<b>Description of Activities required to be carried out in line to Scope of work</b>	<b>Time required</b>
1	Issue of LOI/Work Order, whichever is earlier to Consultant	<b>*Zero Date</b>
2	Preparation and Submission of Mining Lease Application under MMDR 1957 and subsequent amendment & rules made thereunder.  a) Procurement of Latest Revenue Data i.e. Cadastral Map and Land Schedule (7, 12 & 8A). b) Demarcation of notified area on Cadastral Map. c) Preparation of Mining Lease Application in prescribed form. d) Submission of Mining Lease Application to concerned District Office.	<b>2 Months</b> from Zero date
3	Obtain Revenue and Technical Opinion from concerned authority. a) To take a letter for Revenue Opinion from District Geologist. b) To obtain Gram Sabha Resolution under applicable Act and Rules as a part of Revenue Opinion. c) To take a Revenue Opinion from concerned Mamlatdar and Submission of the Revenue Opinion to District Geologist. d) To get Technical Opinion from District Geologist Office.	<b>6 Months</b> from Zero date
4	Forwarding Proposal from District concerned Office to CGM. a) To make sure the Mining Lease Application which is to be forwarded to CGM is completed in all respect and take necessarily follow up in the matter.	<b>9 Month</b> from Zero date

	b) If any back query raised by CGM office to District Geologist on submitted proposal which has to be resolved and submit the required information to concern authority.	
5	Forwarding Proposal from CGM to IMD. a) To make sure the Mining Lease Application which is to be forwarded to IMD is completed in all respect and take necessarily follow up in the matter. b) If any back query raised by IMD office to CGM on submitted proposal which has to be resolved and submit the required information to concern authority. c) To get Letter of Intent (LOI) from IMD.	<b>15 Months</b> from Zero date
<b>Total (Months)</b>		<b>15</b>

**This is purely tentative schedule proposed by GIPCL, the actual work may be carried out as per ground / Field situations & accordingly the contract period will stand appropriately modified.**

#### 4.0

##### **Terms of Payment:**

**Terms of Payment for getting the Letter of Intent (LOI) for the purpose of granting mining lease of limestone mineral in favor of M/s Gujarat Industries Power Company Limited from Industries and Mines Department, Government of Gujarat, is as follows:**

1. GIPCL will pay on submission of required proof **@ 15% of total value** after making an application for getting the Letter of Intent (LOI) for the purpose of granting mining lease of limestone mineral in favor of M/s Gujarat Industries Power Company Limited from Industries and Mines Department, Government of Gujarat, at the office of the District Geologist, Surat.
2. GIPCL will pay on submission of required proof **@ 25% of total value** the proposal is forwarded from office of the District Geologist, Surat to the office of Commissioner of Geology and Mining (CGM), Gandhinagar.
3. GIPCL will pay on submission of required proof **@ 20% of total value** after the proposal is forwarded from office of the CGM, Gandhinagar to the office of Industries and Mines Department (IMD), Government of Gujarat.
4. GIPCL will pay balance on submission of required proof **@ 40%** of total value after getting the Letter of Intent (LOI) for the purpose of granting mining lease of limestone mineral in favor of M/s Gujarat Industries Power Company Limited from Industries and Mines Department, Government of Gujarat.

#### 5.0

##### **Inputs from GIPCL:**

1. GIPCL shall provide the copy of the Gazette Notification dated **18/06/2024**.
2. GIPCL shall issue an authorization letter to the Consultant to facilitate collection of various data from Revenue Department/CGM/IMD, Govt. of Gujarat.
3. No facility shall be provided by GIPCL to Consultant either at site or at any other place for preparation of the application. All such arrangements have to be made by Consultant.
4. For SLPP visit lodging / Boarding facility shall be arranged by GIPCL at Company Guest House free of cost.
5. Local transport from Bharuch/ Surat for visit to SLPP shall be arranged by



GIPCL.

**6.0 Deliverable from Consultant/ Successful Bidder:**

1. Consultant shall submit the draft application for getting the Letter of Intent (LOI) for the purpose of granting mining lease of limestone mineral in favor of M/s Gujarat Industries Power Company Limited from Industries and Mines Department, Government of Gujarat.
2. After the approval of draft application from GIPCL authorities, the same should be submitted at office of the District Geologist, Surat.
3. Letter for Letter of Intent (LOI) for the purpose of granting mining lease of limestone mineral in favor of M/s Gujarat Industries Power Company Limited from Industries and Mines Department, Government of Gujarat.

**7.0 Eligibility or Qualifying Requirement:**

- 7.1 Bidder or his expert (Team Member) should possess minimum one year of experience during last five years** ending last day of the month previous to the one in which tender is invited in similar nature of jobs like Providing Consultancy/ Advisory Services for obtaining of any Major Mineral Mine leases in Gujarat during the last five years / Consultant possesses experience in making an application of Mineral Lease at State Level and Ministry of Mines, Delhi and should enclose proof of the same. Bidder shall submit necessary evidence for the same like self attested copies of work orders/Work Execution/ work completion certificates from clients.

**All specified work executed by the bidders, both directly and as a sub contractor shall be taken into consideration.**

- 7.2** Bidder should produce evidence of having experience of successfully completed similar works as defined hereunder for during last five years ending last day of the month previous to the one in which tender is invited, satisfactory progress of ongoing works etc. secured from clients along with self attested copies of documentary evidence preferably photo copies of work experience. The experience should be either of the following:

One similar completed/executed work each costing not less than the amount equal to **Rs. 16.00 Lakhs.**

OR

Two similar completed/executed works each costing not less than the amount equal to **Rs. 10.00 Lakhs.**

OR

Three similar completed/executed works each costing not less than the amount equal to **Rs. 8.00 Lakhs.**

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

- 7.3 Tender Fee:** Tender Fee of **Rs. 2,950/- (Rupees Two Thousand Nine Hundred Fifty only)** (non refundable, inclusive of 18% GST) shall be submitted through RTGS or through online payment as per details provided above.

- 7.4 EMD: Rs. 20,000.00/- (Rupees Twenty Thousand only)** by way of demand draft drawn in favour of Gujarat Industries Power Co. Ltd., payable at SBI - Nani Naroli Branch (IFS Branch Code-SBIN0013423) or Bank of Baroda -

Mosali Branch (IFS Branch Code-BARB0MOSALI), Dist. Surat or through online payment gateway of company's website:www.gipcl.com(online Payment form) as per details mentioned @ ANNEXURE A or by way of irrevocable Bank Guarantee in favour of "Gujarat Industries Power Company Limited" from any scheduled public sector/Nationalized Bank or reputed/ leading private sector bank or by way of details for RTGS/NEFT/IFT provided above.

In case EMD is paid in the form of BG, the same shall be valid for a period of 120 days after the due date for submission of the bid. The EMD of the successful bidder will be returned after submission of Security Deposit/PBG by successful bidder within 7 days from the date of award of contract by way of issue of LOI (Letter of Intent) or Work Order, whichever is earlier.

The earnest money deposit will be refunded to the unsuccessful Bidder after the tender is finalized and after award of LOI/WO.

Any bid not accompanied with EMD and Tender fee will be rejected. Tender fees and EMD shall be submitted to GIPCL. No interest shall be payable on EMD.

- 7.5** Attested copies of relevant documents duly signed & seal on each & every page shall be submitted. GIPCL may verify the documents, experience certificates issued by concern authority. After opening of technical Bid, if any required attested documents found missing in the Technical Bid submitted by the Bidder, the tender inviting authority may inform to that Bidder by E-mail to submit the missing required documents within stipulated time limit. If Bidder/Bidders fail to submit within stipulated time, their Bid will be declared technically disqualified and no further correspondence will be entertained.
- 7.6** Bidder should have average annual turnover of **Rs. 06.00 Lakhs** during last three financial years i.e. 2020-21, 2021-22 and 2022-23. Bidder shall furnish annual audited financial statement duly certified by Chartered Accountant for the said last three financial years to demonstrate the financial healthiness of the company. The balance Sheet and Profit and Loss Account must be in the name of the company. Any type of MOU for this purpose will not be entertained. Where audit is not applicable to the bidder as per applicable laws of the land, due certification by a qualified Chartered Accountant who should be a member of the Institute of Chartered Accountants of India of the said turnover for the said last three financial years will have to be done & furnished.
- 7.7** The Bidder has to submit INCOME TAX Permanent Account Number (PAN) & GST registration number. Copies of the same shall be submitted.
- 7.8** If Bidder or its Partner(s) or Director(s) is /are/was 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 may 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. Bidder shall have to submit "Declaration for Contractual Litigations" as amended in Forms attached.
- 7.9** Bidder shall have to submit the "Declaration-cum-Undertaking for Compliance of Safety Laws and Regulations" as amended in Forms attached.

If any Major Violation of any safety Law(s) / Rule(s) is / are found during the

preceding Three (3) years i.e. 2020-21, 2021-22 and 2022-23, 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.

If any of the details submitted in the prescribed Forms 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.

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

**7.10** Site Visit is mandatory prior to submission of bid to understand the scope of work, working conditions, site conditions, equipments, tools & tackles, labour deployment, associated risk, surrounding etc.

## **8.0 EVALUATION OF BIDS**

- a) Price Bid of the short listed Bidders shall be evaluated for deciding the lowest tenderer and the lowest tenderer (L1) shall be decided on the basis of total contract value including all cost elements listed above.
- b) GIPCL reserves the right to accept or overlook or reject any lower rate offered by the Bidder without assigning any reason there for.
- c) The Bidders are required to quote the rates strictly as per the terms and conditions mentioned above. The conditional tender will not be entertained and will be liable to be summarily rejected.
- d) Rate quoted shall remain valid for 90 days from the date of opening of the techno-commercial bid, which shall have to be extended unconditionally for further maximum of period 60 days, as deemed fit by GIPCL.

## **9.0 Mode of Payment:**

Running bill to the extent of 100% shall become payable. 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 due 15 days after submission, by contractor, of running bill completed in all respect after deducting therefrom: -

- a) Income Tax as per the provision of Income Tax Act.
- b) Other deduction (If any)

## **10.0 Escalation:**

The rates accepted shall be firm for entire duration of the contract including, modification thereof, if any, as stated at clause 2.0 above. No escalation what so ever shall be payable.

**11.0 Liquidated Damages:**

Liquidated damages will be levied at the rate of 1% of the contract value of Individual Items (Getting the Letter of Intent (LOI) for the purpose of granting mining lease of limestone mineral in favor of M/s Gujarat Industries Power Company Limited from Industries and Mines Department, Government of Gujarat) for per week of delay of the given time schedule on Clause No. 3.0, subject to a ceiling of 10% of the total contract price including GST except for the delay not attributable to the Consultant.

**12.0 Documents comprise the bid:**

Consultant shall prepare the bid documents in two parts viz. Part-1, Pre-Qualification Bid, required for pre-qualification of bid and Part-II, Price Bid for Price Schedule only. **Consultant shall submit price schedule online only. Physical submission of price schedule is not acceptable by GIPCL.**

**PART-I**

Consisting of information eligibility and qualification as required under Clause No. 2 and other technical terms and conditions excluding prices. To this end, all bids submitted shall include following information.

- 1. Details of the past performance of the Consultant on work of similar nature and details of current work in hand and their contractual commitment in the Form-A.**
- 2. Tender Fee of Rs. 2,950/- (Rupees Two Thousand Nine Hundred Fifty only)** (non refundable, inclusive of 18% GST) shall be submitted through RTGS or through online payment as per details provided above.
- 3. Earnest money deposit of Rs. 20,000.00/- (Rupees Twenty Thousand only)** by way of demand draft drawn in favour of Gujarat Industries Power Co. Ltd., payable at SBI - Nani Naroli Branch (IFS Branch Code-SBIN0013423) or Bank of Baroda - Mosali Branch (IFS Branch Code-BARB0MOSALI), Dist. Surat or through online payment gateway of company's website:www.gipcl.com(online Payment form) as per details mentioned @ ANNEXURE A or by way of irrevocable Bank Guarantee in favour of "Gujarat Industries Power Company Limited" from any scheduled public sector/Nationalized Bank or reputed/leading private sector bank or by way of RTGS/NEFT/IFT, details for RTGS/NEFT/IFT provided above.
- 4. Details of time schedule as specified in the tender document along with various activities to be taken up needs to be furnished.**
- 5. Deviation from tender specification in respect of technical and commercial terms and conditions.**
6. Declaration for Contractual Disputes/ Litigations.
7. Check list of documents enclosed with Bid **in the Form-B.**
8. Bid document duly signed by contractor on each page.
9. GST Number
10. PAN Details

Consultant shall submit hard copy/soft copies/scanned copies of the supporting documents as above, required for Part-1 at below mentioned address duly marking the envelope as **Bid for Appointment of Consultant**

for getting the Letter of Intent (LOI) for the purpose of granting mining lease of limestone mineral in favor of M/s Gujarat Industries Power Company Limited from Industries and Mines Department, Government of Gujarat on or before August, 07, 2024 up to 17.00 hrs.

**General Manager (Mines)**

Gujarat Industries Power Company Limited,

Surat Lignite Power Plant,

At & P.O. Village: Nani Naroli,

Taluka Mangrol,

Dist. Surat-394 112, Gujarat

Phone: (02629) 261063-72/87.

E-Mail Ids.: - [pcgoyal@gipcl.com](mailto:pcgoyal@gipcl.com) & [avgupta@gipcl.com](mailto:avgupta@gipcl.com)

**PART-II**

Consisting of the price schedule, shall be submitted online through the website <https://etender.gipcl.com/web> only on or before dated **August, 05, 2024, up to 17.00 hrs.**

Prices shall be quoted in Indian Rupees only.

Sr. No.	Item	Unit	Amount (in Rs.)
1.	For getting the Letter of Intent (LOI) for the purpose of granting mining lease of limestone mineral in favor of M/s Gujarat Industries Power Company Limited from Industries and Mines Department, Government of Gujarat	Lump sum	
2.	GST	%	
<b>Total (Rs.)</b>		Lump sum	

- a) The prices indicated are firm and not subject to any escalation whatsoever.
- b) **The prices shall be exclusive of the GST and inclusive of all other applicable fees/ Govt. levies, if any, as may be in force while submitting bids.**
- c) Agencies 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.
- d) **The lump sum price includes charges for all activities related to collection of information, travel, boarding, lodging, visit to SLPP site, Surat and Gandhinagar or any other place for discussion and liasoning with relevant authorities and business developmental expenses.**
- e) The lump sum price includes all costs associated for getting the Letter of Intent (LOI) for the purpose of granting mining lease of limestone mineral in favor of M/s Gujarat Industries Power Company Limited from Industries and Mines Department, Government of Gujarat.

- f) All costs arising out of the site visit, CGM Office, Surat / Gandhinagar, IMD, Gandhinagar shall be borne by the Consultant.
- g) **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.**
- h) L1 Bidder may be called for negotiation and if required, may be asked by GIPCL for reduction in rates, if found quoted unreasonably high.

**13.0 Deadline for submission of Bids :**

Bids (Part-I and II) must submit online on the <https://etender.gipcl.com/web> not later than **August, 05, 2024 up to 17.00 hrs.**

**14.0 Award of contract:**

1. Within 07 days of the issue of the LOI/WO, whichever is earlier, along with performance security deposit, the Consultant will visit the Company as per requirement of Clause No. 2 above along with provision of necessary information & data.
2. The date of issue of work order shall be taken as the base for reckoning the schedule provided at Clause No. 3 and for implementation of Liquidated Damages as per Clause No. 11 above.

**15.0 Performance Security:**

**A Performance Security Deposit @ 10% of contract value shall be applicable on the Contract Work.** Agency will furnish to the GIPCL, within 07 days of issue of LOI, the Contractor will make payment of security deposit (SD) in the form of Demand Draft drawn in favor of Gujarat Industries Power Co. Ltd., payable at Baroda or Bank guarantee from a Nationalized Bank or IDBI Bank or Axis Bank or HDFC Bank or ICICI Bank or Kalapur commercial Co-operative Bank. The BG shall also be maintained valid for at **least three months after** the completion of the contract period.

**16.0 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 of 30 days in writing to that effect to the Consultant. In the event of abandonment/ reduction in the scope of work, GIPCL shall be liable to pay the Consultant 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 Consultant 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 Consultant shall not have any claim for compensation whatsoever either for abandonment or for reduction in the scope of work.

**17.0 Cancellation of LOI and termination of Contract:**

- a) If the Consultant fails to visit GIPCL within 07 days of issue of LOI/WO whichever is earlier along with performance security deposit, as per Clause No. 2 to collect relevant data, GIPCL reserves the right to cancel the LOI and award of work to the other Consultant. However, GIPCL reserves right to extend this period of 7 days, if the circumstances causing delay are found genuine & convincing.
- b) If the Consultant fails to maintain the time schedule as per Clause No. 3 & goes beyond the limits of Liquidated Damages as per Clause No. 11,

GIPCL will have right terminate the Contract and will have right to get the work completed from any other Consultant / Consultant at the cost & risk of the Consultant.

- c) Management reserves the right to terminate the Contract at any time, without assigning any reason, whatsoever, by giving a notice period of ONE month from the date of Notice of termination of the Contract. Consultant will not be entitled for any compensation / damages / losses, whatsoever, on account of such termination of the Contract.

**18.0 TERMINATION:**

1. GIPCL may terminate the contract after due recoveries of pending jobs/damages after giving 15 days' notice to Consultant if any of the following events occur :-
  - a. Consultant is adjudged as insolvent.
  - b. Consultant has abandoned the contract i.e. Consultant fails to perform the obligations under the contract for a period of One month.
  - c. Consultant fails to proceed with the work with due diligence as per requirements of the contract.
  - d. Any of the licenses, permissions or registrations of Consultant as required under the applicable laws are discontinued/ cancelled or not renewed in time.
  - e. Consultant has neglected or failed persistently to observe or perform his obligations under the contract or performs unsatisfactorily
  - f. Consultant 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. Consultant commits a breach of the contractual terms and conditions.
2. GIPCL shall give a 15 days' notice period to Consultant 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 Consultant shall be settled subject to the amounts recoverable by GIPCL under the contract from Consultant.

**19.0 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.

**20. INDEMNITY:**

Consultant 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 Consultant.

In case, in any litigation pertaining to labour employed through Consultant if any direction or order is issued by court at any point of time Consultant 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, Consultant shall indemnify the Owner/GIPCL against all consequences arising and affecting GIPCL owing to the compliance of the orders by Consultant.

**21.0 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.

**22.0 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 of either party under these clauses shall be referred to a Sole Arbitrator under the provisions of The Arbitration And Conciliation (Amendment) Act, 2019 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.



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

**EXPERIENCE OF ORGANISATION**

- a) Brief Description of the Organization:  
b) Outline of experience on assignments:

Sr. No	Name of Assignment with work order no. and date	Details of work undertaken	Name of Client	Date of Commencement	Date of Approval along with document proof of approval from Ministry of Mines/ IMD, Gandhinagar	Scope in Brief
1						
2						
3						

- 1) It is hereby certified that the above mentioned details are true and correct.
- 2) It is hereby certified that our company has actually carried out and completed the above mentioned work/assignments

Signature of Authorized Signatory

Full Name of the Organization

Address, email & Contact Numbers of the Organization

**Note:**

- 1) Details of the past performance of the Consultant on work of similar nature and details of current work in hand and their contractual commitment in the **Form-A.**
- 2) Please attach documentary proof for claimed experience; the proofs could be namely, Copy of work Order/Letter of Award/Lol/Purchase Order/ or any other representative documents etc.

**FORM – B**

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

Sr. No.	Particulars	Declarations (Strike out whichever is not applicable)
1	Details of the Tender Fees being Paid	Yes/ No
2	Earnest Money Deposit for the value as indicated in Notice Inviting Tender	Yes/ No
<b>Formats enclosed-duly filled in and signed along with all required enclosures, complete as per instruction to Bidder</b>		
3	Experience of Organization	Yes / No
4	Deviation from tender terms & conditions.	Yes / No
5	Declaration for Contractual Disputes/ Litigations.	Yes / No
<b>Other documents to be enclosed by the Bidder as per the instruction of the bid document.</b>		
6	Copy of PAN and GST registration details	Yes / No
7	All Declaration should be in the prescribed format on letter head of the Bidder	Yes / No
8	Bid document duly signed by contractor on each page	Yes / No

Name of Bidder/ Firm :

Signature of Bidder :

Seal of Company :

Designation :

Date :

(To be submitted on Company's Letter Head)

**DEVIATION FROM TENDER TERMS & CONDITIONS**

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

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

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

(To be submitted on Company's Letter Head)

**Declaration for Contractual Litigations**

**Please Tick (√) whichever is correct option**

I-----on behalf of .....Name of Party/Company.....hereby confirm that I/We have

1. Not invoked legal recourse e.g. litigation against any Govt, of Gujarat Undertakings/ Depts./ Authorities and Govt. of Gujarat supported companies / undertakings / organizations for the last three( 03) years. There are no ongoing/pending legal matter(s) with any of the Govt. of Gujarat Undertakings / GoG supported Companies, including GIPCL.

Please Tick ( )

OR

2. Invoked legal recourse e.g. litigation against any Govt of Gujarat Undertakings/ Depts./ Authorities and Govt. of Gujarat supported companies/ undertakings / organizations for the last three( 03) years.

Please Tick ( )

If "b" is applicable, please submit the details for the same.

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

Signed and Stamped by the Authorized Signatory of the Bidder

## Annexure-A

### PROCEDURE FOR MAKING ONLINE PAYMENT OF EMD/SD/TENDER FEE

1. For making online payment, first go to the website: **www.gipcl.com**
2. Then, click on the caption/link as can see like: “**Click here for Making Online Payment of Advance for Ash, DM water etc.**” (The link is visible as horizontal highlighted below Tenders - News & Update Section. Can be seen in below screenshot)
3. After clicking the link the new page will open. On this page, No need to enter User Name and Password. Directly click on “ Payment Form” given below the sign in option.
4. After clicking the “Payment Form”, the vendor has to enter the details asked which will be self explanatory. It is desired that all the information may be filled correctly so that the payment made can be tracked.

If the some required fields are not known/ available, vendor may write “Not Available” and then proceed. E.g. some information like Party code is not available to vendor or GST No. not available with vendor.

**Optional Note:** Although mentioned as above can be proceeded with “Not available”, It will be appreciated that regular vendors may obtain the party code from Materials Deptt. or Concerned Person, so that the vendor can be identified. The same party code may be used for future transactions also.

After entering the details, click on SUBMIT Button.

5. The vendor/Party will be redirected to Payment Gateway. By selecting the desired payment mode, payment can be made:
6. After making the payment, the receipt will be generated which has to be shared with Concerned Person of GIPCL.

**Important Note:** Please note that for making online payment through the above gateway, the charges\* as below will be applicable, which has to be borne by Vendor/Party making the Payment:

Payment Mode	Charges
Net Banking	Rs.9 + GST
Debit Card	NIL
Credit Card	0.75% + GST
International Card	3.00% + GST
UPI	NIL