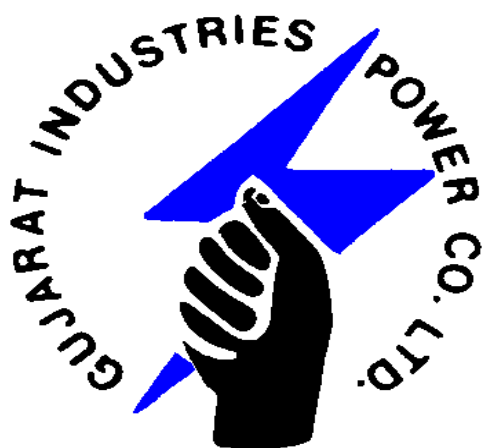


# **Gujarat Industries Power Company Ltd (GIPCL)**



## **TENDER DOCUMENT**

**for**

**Hiring of Equipment for Exploratory Core Drilling for  
Limestone in Tadkeshwar Village of Taluka Mandavi of  
District Surat.**

**Tender No. GIPCL/Mining/Exploration/17-18**

**Cost of Tender Document: - Rs. 2000.00/- (Non Refundable)**

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**TENDER NOTICE**  
**TENDER NO.GIPCL/Mining/Exploration/17-18**

Tender for Hiring of Equipment for Exploratory Core Drilling for Limestone in Tadkeshwar of Taluka Mandavi District Surat.

Place of work	Vastan Limestone of Taluka Mandavi of District Surat.
Quantity	The successful bidder will be awarded 2000.00 (+/- 10%) mts of core drilling for Limestone.
Period of Contract	Three months (03) from the date of issue of LOI.
EMD	Rs. 20000.00 (Rupees Twenty Thousand), 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 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 tender document / tender fee	Rs. 2000/- (Rupees Two Thousand Only) by demand draft drawn in favor of GIPCL payable at SBI – Nani Naroli (Branch code-013423) or Bank of Baroda - Mosali , Dist – Surat
Availability of Tender document	On web site <a href="http://etender-services.gipcl.com">http://etender-services.gipcl.com</a>
Downloading of tender document from websites	<b>21<sup>st</sup> Feb, 2018 to 6<sup>th</sup> March, 2018.</b>
Last date of on line submission of entire offer / complete Bid in all two parts.	<b>6<sup>th</sup> March, 2018 up to 12.00 hrs.</b> at <a href="http://etender-services.gipcl.com">http://etender-services.gipcl.com</a>
Submission of Techno-Commercial (Part-I) Bid in Physical form along with supporting documents at below mentioned address.	<b>8<sup>th</sup> March, 2018 up to 12.00 hrs.</b>
Date and time for online opening of Techno-Commercial Bid (Part-I)	<b>8<sup>th</sup> March, 2018 up to 14.00 hrs.</b>

The above details are for information purposes only and the details are provided in the document. Bidders are advised to read the tender 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. The Bidders are required to visit the web site regularly till the last date of bid submission (i.e. **6<sup>th</sup> March, 2018 up to 12.00 hrs.**)
2. GIPCL reserves the right to reject any or all the offers / bids received without assigning any reason thereof.
3. The Bidders are required to quote the rate strictly as per the terms and conditions mentioned in the bid document. Conditional bid will not be entertained and shall be liable for outright rejection.
4. The Bidders are required to submit their bids on-line in the web site <http://etender-services.gipcl.com>
5. Documents in physical form, as mentioned in Clause No. 2.4.1 shall be submitted by the Bidders at the following address:-

**General Manager (Mines)**

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

## Chapter - I

### BRIEF INTRODUCTION

#### 1.1

##### **Gujarat Industries Power Company Ltd.**

Gujarat Industries Power Company Limited (GIPCL) is a Public Limited Listed Company incorporated in 1985 having its Registered Office at P.O.: Petrochemicals – 391 346, Dist.: Vadodara. GIPCL was promoted under the auspices of the Govt. of Gujarat (GoG) by Gujarat Urja Vikas Nigam Limited (GUVNL) (erstwhile Gujarat Electricity Board – GEB), Gujarat Alkalies & Chemicals Limited (GACL), Gujarat State Fertilizers & Chemicals Limited (GSFC) and Petrofils Co-operative Limited (in Liquidation). The Company was conceived to cater electricity requirements of the Promoting Power Intensive Companies. The total installed capacity of GIPCL is 959.4 MW.

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

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

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

#### 1.2

##### **Location**

The proposed locations for exploratory core drilling for Limestone are in Tadkeshwar Village of Taluka Mandavi of District Surat .

The Vastan Limestone mine is on the southern side of the Vastan nallah. The mining area falls in Mandavi Taluka of Surat District. It is approx. 50 Km. away from Surat and 40 Km. from Ankleshwar (Dist. Bharuch). The Site can be approached from National Highway ( NH-8) connecting Kim Four Road Junction ( Kim Char-Rasta), which lies in between Surat and Bharuch. The major road connecting Mangrol and Kim via Tadkeshwar passes through the property.

#### 1.3

##### **Climate**

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

## Chapter- II

### INSTRUCTION TO THE BIDDERS

#### 2.1 Instruction to Bidders

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

Chief Manager (Mines)	9909925337	<a href="mailto:agupta@gipcl.com">agupta@gipcl.com</a>
Dy. Manager (Geology)	9909992523	<a href="mailto:vyadav@gipcl.com">vyadav@gipcl.com</a>

#### 2.2 e-Tendering

##### 2.2.1 e-Tendering

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

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

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

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

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

##### 2.2.5 e-Tendering

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

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

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

- a) Tender fee
- b) EMD
- c) Supporting documents for Technical-Commercial Bid (Part-1)

The General Manager (Mines)  
M/s. Gujarat Industries Power Company Limited

Village Nani Naroli, Taluka Mangrol,  
Dist. Surat – 394110 (Gujarat)

## 2.3

### Site Visit

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

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

## 2.4

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

**2.4.1 Part- I Techno-Commercial Bid** Consisting of information and necessary supporting documents on eligibility and pre-qualification criteria as required under Clause 3.1, 3.2, 3.3 and 3.4 & submission of EMD as per clause 2.7. The techno-commercial bid is to be submitted on line where the details of tender document, fee and EMD has to be mentioned. The following techno-commercial bid documents i.e. Form-A, B, C, D, E, F, G, H and I are also to be submitted online:

<b>Form-A</b>	Details to be furnished by the Bidder to qualify in Techno-Commercial Bid for the Tender No. GIPCL/Mining/Exploration/17-18
<b>Form-B</b>	Major Items of Equipment.
<b>Form-C</b>	Declaration about the Site Visit
<b>Form-D</b>	Certificate (No Claim, No Arbitration)
<b>Form-E</b>	Declaration for Contractual Disputes/ Litigations
<b>Form-F</b>	Deviation From Tender Terms & Conditions.
<b>Form-G</b>	Form of Bid
<b>Form-H</b>	Undertaking for Unconditional Bid & Observance of Contract Conditions.
<b>Form-I</b>	Declaration cum Undertaking for Safety Laws and Regulations Compliance

**However, the following documents are required to be submitted in hard copy also: -**

1. Proof of experiences meeting the minimum eligibility criteria.



2. Performance certificates issued by clients.
3. Previous work order copies.
4. Financial standing of the bidder such as Profit and Loss statement of last three financial years (2014-15, 2015-16 and 2016-17).
5. Copy of P.F. Number allotment letter
6. EMD as per clause no. 2.7.
7. Copy of GST number.
8. Copy of Income Tax Permanent account No (PAN) of the firm.
9. Audited P&L accounts (It is clarified that Audited Annual Accounts for the years i.e. FY 2014-15, 2015-16 and 2016-17 will be required to be submitted along with the physical submission of documents and papers.
10. Status of the bidder, machinery and equipment owned by the bidders

The above documents will be submitted in a separate sealed cover superscribed "TECHNO-COMMERCIAL BID for Hiring equipment for exploratory core drilling for Limestone. Tender No. **GIPCL/Mining/Exploration/17-18** at the office of the **GM (Mines)** at the address given below, on or before **8<sup>th</sup> March, 2018 not later than 12.00 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)

- 2.4.2 Part-II Price Bid:** - Consisting of the price schedule, shall be submitted online through the website <http://etender-services.gipcl.com/> **only** on or before dated **6<sup>th</sup> March, 2018 by 12:00 hrs.** Rates quoted will be exclusive of GST.
- 2.4.3** The price bid should be submitted **online** only through the website <http://etender-services.gipcl.com/> No physical submission of price will be entertained. Also no fax, e-mail, letters will be entertained in this regard.
- 2.4.4** If the EMD and Tender Fees 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.
- 2.4.5** GIPCL reserves the right to reject any or all the bids without assigning any reason thereof.
- 2.4.6** The bid submitted by the Bidder shall be unconditional and unqualified in all respect, other than as may be specifically permitted under this document.
- 2.4.7** Generally, the Selected Bidder shall be the lowest Bidder. The remaining Bidders shall be kept in reserve and may, if required, be invited to match the Bid submitted by the lowest Bidder in case such lowest Bidder withdraws or is not selected for any other reason. In the event that none of the other Bidders match the Bid of the lowest Bidder, GIPCL may, in its discretion, invite fresh Bids from all Bidders or annul the Bidding Process, as the case may be.
- 2.4.8** Any bid submitted by a Bidder is not transferable.
- 2.4.9 FORM OF BID**  
All bids must be in the prescribed form of bid as in Form-G.

**2.5 ALL PAGES TO BE INITIALLED**

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

## **2.6 GST**

The bid prices will be exclusive of GST on applicable items. 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 GST and to the extent directly related to the services rendered by the Contractor under this contract. The supporting GST challan should be exclusively for the services rendered under this contract.

## **2.7 EARNEST MONEY DEPOSIT**

- 2.7.1** The Bidder shall furnish, as part of the bid, Earnest Money Deposit (EMD) / Bid Security for an amount of **Rs. 20000.00.00 (Rupees Twenty Thousand only)** Demand Draft drawn in favor of Gujarat Industries Power Co. Ltd., payable at SBI – Nani Naroli (Branch code-013423) or Bank Of Baroda – Mosali , Dist – Surat 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, in the specified Performa of the bid document enclosed herewith as **Annexure- A**.
- 2.7.2** 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 successful bidder, whichever is earlier.
- 2.7.3** The bid security of successful Bidder will be returned only when they have signed the agreement and have furnished the required performance security.
- 2.7.4** The Bid security may be forfeited, if any Bidder withdraws his bid during the period of bid validity or prior to award of contract whichever is earlier. The Bid security may also be forfeited if the Bidder fails to furnish the required performance security after award of the work or if the Contractor refuses to accept the contract for any reason.

## **2.8 LATE BIDS**

Any bid received by GIPCL after the deadline for submission of bids, prescribed by GIPCL, in accordance with clause 2.4, will not be accepted and documents submitted in physical forms will be returned to the Bidder unopened.

**2.9 MODIFICATION AND WITHDRAWAL OF BIDS**

1. The Bidder can modify its bid till the last date of submission, but cannot withdraw it once it has been submitted online.
2. The modification or substitution notice shall be prepared, sealed, marked, and delivered in the envelopes being additionally marked "Modification" or "Substitution" as appropriate.

**2.10 ADDENDA/CORRIGENDA**

- 2.10.1** Addenda/corrigenda to the bid documents may be issued to clarify documents or to reflect modifications in the design, drawing, specifications, scope of work, terms & conditions, etc.
- 2.10.2** Addenda/corrigenda to these bid documents, if issued by the GIPCL, shall form an integral part of this bid document and must be signed and submitted along with the bid documents.

**2.11 RIGHTS OF THE GIPCL TO ACCEPT OR REJECT BID**

- 2.11.1** Bid in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or prescribed conditions are not fulfilled the same shall be liable to be rejected.
- 2.11.2** Any Canvassing in connection with bids is strictly prohibited and bids submitted by the Bidders, who resort to canvassing, will be liable to rejection.

**2.12 SECURITY DEPOSIT**

- 2.12.1** A Performance Security Deposit @ 10% of the total contract value shall be applicable on the Contract Work.

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 Vyas 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 (**Annexure-B**).

- 2.12.2** The entire Security Deposit shall be refunded after three months of the expiry/ successful completion of contract, subject to handing over of possession of work Site, camp Site (if allowed on GIPCL acquired land / lease) provided always that the Contractor has been first paid all the bills including his final bill subject to deductions as are permissible under these terms and all other dues to the GIPCL arising out of this contract, if any, have been fully met by the Contractor and the Contractor has rendered "No claim and No Dues Certificate" to the GIPCL.
- 2.12.3** The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the GIPCL, should the Contractor either fail to fulfill the contractual obligations or fail to settle in full his dues to the GIPCL. In case of premature termination of the contract, the Security Deposit may be forfeited

and the GIPCL will be at liberty to recover the loss suffered by it from the Contractor.

- 2.12.4** The GIPCL may deduct from the Security Deposit any sum due and any other sum that may be fixed up by the GIPCL as being the amount of loss or losses or damages suffered by it due to delay in performance and/or non-performance and/or partial performance and /or poor performance of any of the terms of the contract.
- 2.12.5** All compensation or other sums of money payable by the Contractor to GIPCL or recoveries to be made under the terms of this contract may be deducted from any sums which may be due to the Contractor from GIPCL on any account and in the event of the such amount being insufficient the Contractor shall within ten days of such shortfall make good in cash, failing which the balance amount shall be recovered by way of invoking the bank guarantee furnished as security.
- 2.12.6** In the event of bank guarantee amount being insufficient, then the balance recoverable amount shall be deducted from any sum, then due or which at any time thereafter may become due to the contractor. The Contractor shall pay to GIPCL on demand any balance remaining due.
- 2.12.7** In case the Bank Guarantee is invoked for any reason/s, the contractor shall furnish a fresh Bank Guarantee in the same format for the same amount and for the same period as the original Bank Guarantee within a period of 15days from the date of invoking of original Bank Guarantee.
- 2.12.8** In the event of security amount at any time during the currency of the contract falling short of the specified amount, the Contractor shall forth with make good the deficit on demand, so that the total amounts of Security Deposit will not at any time be less than the amount so specified. GIPCL may recover the same by way of additional deductions from bills.
- 2.12.9** No interest is payable on Security deposit amount.
- 2.12.10** In case of enhancement of quantum of work due to any reason, the contractor shall furnish additional security amount. This security will be progressively recovered from the payment due to the contractor.
- 2.12.11** In case, the contractor fails to mobilize required manpower and equipments within 30 (Thirty) days from the date of issue of LOI the amount of security deposit as mentioned under Clause 2.12.1 may be forfeited at the sole discretion of the company.
- 2.13** **BIDDER TO OBTAIN INFORMATION OF HIS OWN.**
  - 2.13.1** The Bidder in quoting the bid shall for all purposes, whatsoever, be deemed to have independently obtained all relevant and necessary information for the purpose of preparing his bid. The Bidder is required to satisfy himself in all respect, before the submission of bid. The information/details given in the bid document are only to describe nature and magnitude of work and are for guidance to the Bidder. No guarantee is extended to Bidder for completeness or accuracy to the details mentioned in the bid document.
  - 2.13.2** The Bidder shall be deemed to have examined the bid document, to have obtained own information in all matters whatsoever that might affect the carrying out of the works at the scheduled rates. Any error or omission or inconsistency in description of work, its details/specification etc. will neither release the contractor from his contractual obligation during currency of contract nor make him eligible to demand any revision of remuneration or compensation. The Contractor shall be deemed to have visited Site and

surroundings, to have satisfied himself to the working conditions at the Site, nature and conditions of rock and soil, availability of material, water, electric power, labour etc, transportation facilities, probable Sites for labour accommodation and store go-downs etc. and all other factors involved in the execution of works, including the work he has to execute at the Site of power plant.

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

**2.14 GIPCL reserves the right –**

1. to reject any or all the bids, in part or in full, without assigning any reason, thereof,
2. not to accept the lowest bid without assigning any reason, thereof,
3. to increase or decrease the quantity and period of contract.
4. not to carry out any part of work,
5. to reject the bid or terminate the contract, if it is found at any stage that the Bidder / contractor has furnished any wrong / misleading information or forged document along with the bid or subsequently during the period of contract.

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

**Within 07 days of issue of LOI, the Contractor will make payment of security deposit in the manner prescribed in clause no. 2.12.1.** The failure shall be deemed to be refusal by the Bidder to accept the LOI and amount of EMD will be forfeited and necessary further action may be initiated as may be deemed fit by the management.

**2.16 Commencement of Work**

- 2.16.1** A letter, authorizing Contractor to commence the work will be issued by GIPCL after submission of Security Deposit along with acceptance. Contractor will have to mobilize and start the actual exploratory core drilling within 21 (Twenty One) days from the date of issue of LOI/ Work Order. In case of failure to commence the work within the stipulated mentioned period the contract may be terminated, at the discretion of GIPCL.

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

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

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

**2.17 FRAUD AND CORRUPT PRACATICES**

- i. The Bidders/Contractor and their respective officers, employees, agents and advisers shall observe the highest standards of ethics and governance during the bidding process and subsequent to the issue of the LOI and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the LOI or the Contract, GIPCL may reject a Bid, withdraw the LOI, or terminate the Contract, as the case may be, without being liable in any manner

whatsoever to the Bidder/Contractor, if GIPCL determines that the Bidder/Contractor, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bidding process or in the performance of the Contract. In such an event, GIPCL may forfeit and appropriate the bid security and/or performance security, as the case may be, pre-estimated compensation and damages payable to GIPCL towards, inter alia, time, cost and effort of GIPCL, without prejudice to any other right or remedy that may be available to GIPCL herein or otherwise.

- ii. Without prejudice to the rights of GIPCL hereinabove and the rights and remedies which GIPCL may have under the LOI or the contract, if Bidders/Contractor, is determined by GIPCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the bidding process, or after the issue of the LOI or during the execution of the Contract, the Contract may be liable to termination at the sole discretion of GIPCL, without any liability of compensation or indemnity on the part of GIPCL and that such Bidder/Contractor shall not be eligible to participate in any bid or RFP issued by GIPCL during a period of 2 (two) years from the date such Bidder/Contractor is determined by GIPCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- iii. For the purposes of this Clause, the following terms shall have the meaning:
  - a. “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process and/or during execution of the Contract (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of GIPCL who is or has been associated in any manner, directly or indirectly with the bidding process or the LOI or has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of GIPCL, shall be deemed to constitute influencing the actions of a person connected with the bidding process and/or during the execution of the Contract); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the Lol and/or during/after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Contract or the Lol or the up to one month after financial closure, who at any time has been or is a legal, financial or technical adviser of GIPCL in relation to any matter concerning the Bid/ Lol/ Contract;

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

## Chapter- III

### QUALIFYING CRITERIA

#### 3.1 Experience

Bidder should possess minimum three years of experience out of last five years in similar nature of jobs like exploratory core drilling for Limestone/ Coal/ Lignite 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 Bidder should have experience in exploratory core drilling for Limestone/ Coal/ Lignite. The experience should be either of the following:

- a) Bidder should have executed at least one single order of 60% of the estimated quantity of core drilling for Limestone i.e. **1800 meter** during any of the last five financial years (2013-14, 2014-15, 2015-16 & 2016-17 or current financial year 2017-18) or
- b) Bidder should have executed at least two single order of 40% of the estimated quantity of core drilling for Limestone i.e. **1200 meter** during any of the last five financial years (2013-14, 2014-15, 2015-16 & 2016-17 or current financial year 2017-18) or
- c) Bidder should have executed at least three single order of 30% of the estimated quantity of core drilling for Limestone i.e. **900 meter** during any of the last five financial years (2013-14, 2014-15, 2015-16 & 2016-17 or current financial year 2017-18).

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.

Details shall be submitted by the bidders to qualify in Technical Bid for the Tender in the format enclosed in Form-A.

#### 3.2 Financial standing of the party:

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

- a) The Bidder shall have to positive Net worth as on 31<sup>st</sup> March 2017.
- b) The Bidder shall have to fulfill the annual turnover requirement of at least Indian Rupees 11.00 Lakh (Eleven Lakh) in all the last 3 (Three) Financial Years (2014-15, 2015-16 and 2016-17).

Balance Sheet of the company to be submitted duly verified by certified chartered accountant. The Balance sheet must be in the name of the Company who is purchasing the tender document. Any type of MOU for this purpose shall not be entertained.

#### 3.3 Ownership of Machinery/Equipment

The bidder should own in good working at least Three (3) Nos. of hydraulic



rigs with capacity to drill up to the depth of 50-80 Mts in NX/NQ size or its equivalent.

**Ownership of Three (3) Nos. of hydraulic rigs with capacity to drill up to the depth of 50-80 Mts in NX/NQ size or its equivalent for the exploratory Core drilling in Limestone is for the purpose of qualifying criteria only, However, Bidder has to deploy sufficient numbers of hydraulic rigs for the exploratory Core drilling in Limestone for the completion of monthly targets.**

Bidder should possess accessories like mud pumps of required capacity, rods, double tube core barrels etc. **(The details shall be enclosed in Form-B).**

**3.4 Additional Pre-Qualification Criteria:**

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

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.

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.

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

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.

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

**3.5 Acceptance of General Terms and Conditions**

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

**3.6 Declaration**

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

**3.7 LEGAL COMPLIANCE**

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

**3.8 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.

## Chapter- IV

### Exploratory Drilling and Duration

#### 4.1 DETAILED SCOPE OF WORK

The scope of work involves hiring of equipments for exploratory core drilling for Limestone in Vastan Mine of GIPCL in of Taluka Mandavi of District Surat. The work is of specialized nature and the contractor should be fully conversant with modern practices and should be able to carry out maintenance works independently. The contractor shall therefore be required to engage qualified / experienced personnel. The work shall be covered under following heads:

##### 4.1.1 Exploratory Drilling:-

The bidder has to deploy minimum **three numbers of hydraulic rigs** with capacity to drill up to the depth of 50.00-80.00 Mts in NX/NQ size or its equivalent. Exploratory core drilling of about 2000.00 (+/-10%) Mts. in NX/NQ or its equivalent sizes. In case of drilling problem, the borehole size can be reduced to BX/BQ or AX/AQ. The maximum depth of borehole will be 40 Mts. But it may be increased/ decreased as per requirement of GIPCL.

The percentage of core recovery in non-Limestone horizon should be + 65% but in Limestone horizon it should be + 85%. This will not imply in Loose sand and the like formations.

##### 4.1.2 Preservation of Core:-

Contractor shall keep their own core boxes of good quality with proper hinge and locking arrangement. Core must be systematically preserved in core boxes with proper marking of number, depth, etc. After receiving satisfactory certificate from GIPCL authority, the core must be kept at the place shown by GIPCL in the plastic bags.

##### 4.1.3 Preparation of Samples:-

The Limestone samples would be packed in to polythene bag. Sample of every 1 Mt. or less than 1 Mt. shall be prepared. Preparation of sample has to be in required mesh size of +70 mm and it shall be submitted to GIPCL authority with proper marking of depth and number of sample co-related with the log.

##### 4.1.4 Preparation of Log sheet: -

Contractor shall make systematic logging by deputing experienced Geologist. Standard procedure of Geological core logging to record details of Lithology, grain size, colour and megascopic characters of core materials is to be adopted. Log sheet shall be submitted immediately to GIPCL authority after completion of borehole.

#### **4.1.5 Preparation of Geological Reports: -**

##### **4.1.5.1 Geological Report: -**

The contractor has to submit the Geological report in the following format and submit in 3 sets.

Chapter No.		Title
1	Abstract	
	1	Introduction
	2	Location and Accessibility
	3	Physiography and Drainage
	4	Climate and rainfall
	5	vegetation
	6	Scope of present work
2		Previous Work
3	Geological Setting	
	1	Stratigraphic Classification
	2	Geological Description of the rock unit
	3	Structural details
4	Mode of Sampling	
5	Chemical and petrography results of the samples	Analysis Results will be supplied by GIPCL.
6	Details of the Drilling	
7	Reserve Calculation	
8	Mineral economics of the area	
9	Conclusion and Recommendations	
10	Acknowledgement	
11	Locality Index	
12	Reference	
13	List of annexure	

##### **4.1.5.2 Details of the Map and Plans to be submitted with Geological Report: -**

1. Key Plan
2. Location plan on Cadastral Plan
3. Location Plan on topo sheet ( 1:50000)
4. Litho logs of the drilled boreholes
5. Cross and L Sections
6. Limestone to Overburden ratio contour map
7. Limestone thickness contour map.
8. Reserve Calculation Map.

##### **4.1.6 Inputs from GIPCL: -**

GIPCL will mark the Boreholes at site and provide following details: -

1. Borehole Location plan.

2. Co-ordinates (Northing and Easting) of each Borehole.
3. Reduce levels of each Borehole.

#### 4.2

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

The duration for the exploratory core drilling of 2000.00 (+/-10%) mts is within Three (03) from the date of issue of LOI.

##### **Monthly schedule for drilling**

Month	Meterage to be Drilled
April, 2018	800 m.
May, 2018	800 m.
June, 2018	400 m.

However GIPCL reserves the right to modify the monthly targets and also may increase or decrease the quantum of the work with advance intimation to the contractor.

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

Contractor will have to mobilize and start the actual exploratory core drilling as per scope of work within 21 (Twenty One) days from the date of issue of LOI/ Work Order.

The work shall be executed strictly as per time schedule by deploying adequate personnel, equipments, tools and tackles. Exploratory core drilling of about 2000.00 (+/-10%) Mts. in NX/NQ or its equivalent sizes. In case of drilling problem, the borehole size may be reduced to BX/BQ or AX/AQ. The maximum depth of borehole will be 40 Mts. But it may be increased/decreased as per requirement of GIPCL.

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

If the contractor desires 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.

The Contractor shall prepare and submit the Geological Report complete in all respect within one month after receiving the last analytical report of Limestone samples from GIPCL, in the Two Sets.

#### 4.3

##### **RIGHT TO REVIEW PERFORMANCE**

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

#### 4.4

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

- 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.**

- 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.
- 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.

## Chapter- V

### Payment And Liquidity Damages

#### 5.1 Work Measurement

- 5.1.1** Measurements of quantum of work (i.e. in meter) drilled by drill machine will be carried out in presence of an authorized representative of the contractor and Geologist at site in charge deputed from GIPCL to look after the entire work and who will also certify the same. This measurement shall be final and binding to the Contractor.
- 5.1.2** The submission of report should be on daily basis. The monthly bill payment shall be released based on the certified reports of the works.

#### 5.2 Running Account Bills

The contractor shall submit monthly bill to GIPCL for the work executed (Drilling, Joint measurement Logging sheet, in-situ moisture determination, Preparation of samples) for the period not less than 30 days. (Detailed Joint measurement & computation sheets, duly signed by Geologist of Contractor and Site Geologist at site in charge deputed from GIPCL and Documentary evidence of the GST deposited of the previous month). The contractor is eligible for payment for work mentioned in Clause 4.1 of detailed scope of work. Running bill to the extent of 100% shall become payable within 15 days from the date of submission of the bill after deducting their from:

1. Income Tax as per the provision of Income Tax Act.
2. Other deductions (If any).

#### 5.3 RUNNING ACCOUNT PAYMENTS TO BE REGARDED AS ADVANCE

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

#### 5.4 RECEIPT OF PAYMENT

Receipt for payment made must be signed by a person duly authorized holding power of attorney in this respect on behalf of the contractor. A person so authorized shall be in exclusive employment of the contractor and he will not work or engage himself in any other profession for gain or profit other than the contractor's employment. When the contractors are described in their bid as a limited company, in which case the receipts must be signed in the name of the company by one of its principal officers or by some other persons having been authorized to give effectual receipt of the company. The payment so made to the authorized person shall deem to be the

payment to the contractor & no claim whatsoever in this regard will be admissible.

**5.5 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 (30) 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. The contractor, after obtaining the completion certificate, is eligible to present the final bill for the works executed by him/it under the contract. The final bill shall be submitted by the contractor within 3 months from the date of physical completion of the work, otherwise, the GIPCL's certificate of the measurement and of total amount payable for the work accordingly shall be final and binding on the contractor.

**5.6 COMPLETION CERTIFICATE**

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

- i. If the contractor fail to comply with the requirement of this clause on or before the date fixed for the completion of the work, the GIPCL may at the expenses of the Contractor remove such 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 5.6, the following documents are required by GIPCL subject to the conditions that the GIPCL for his satisfaction, may ask for any other document for this purpose.
  - a. The technical documents according to which the work was carried out.
  - b. Three sets of calculation sheets (back up papers) thereof.
  - c. Certificate of the measurement records.
  - d. A certificate to the effect that no outstanding claims/payments are due to the persons employed by the Contractor or his Sub-contractor, if permitted by Company including the statutory payments, which have fallen due.
  - e. A no claim, no dues certificate.

**5.7 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.

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

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

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

**5.8 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.

**5.9 Liquidity Damages: -**

**5.9.1** Failure on the part of the Contractor for the mobilization of all equipments including three drilling rigs, contractor shall be liable to pay liquidated damages to GIPCL @ Rs. 3000.00 (Rupees Three Thousand only) for each day of delay in mobilization per single drilling rig. In case, the contractor fails to mobilize required manpower and equipments within 30 (Thirty) days from the date of issue of LOI the amount of security deposit as mentioned under Clause 2.12.1 may be forfeited at the sole discretion of the company.

**5.9.2** The Liquidated damages will be leviable after end of every month on the shortfall in the quantity of meterage to be drilled specified in respect of that month, counted from the date of commencement of work till the relevant RA Bill period, at the following rates.

<b>Shortfall till the Running Account Bill Period</b>	<b>Rate for Liquidated damages for shortfall quantity</b>
Up to 5% of the prescribed quantity.	Nil
More than 5% up to 15% of the prescribed quantity.	10% of the bill value.
More than 15% of the prescribed quantity.	15% of the bill value.

- The obligation to strictly comply with the specified monthly quantity i.e. the quantity specified in respect of the particular month in the monthly schedule is fundamental requirement and obligation of the bidder.
- Shortfall in the targeted quantity shall be reviewed on only bi-monthly target basis at the end of each running account bill period so that the

bidder can recoup and recover the shortfall, if any, during the month of the respective RA bill period.

- Short fall in the monthly targeted quantity shall be reviewed on bi-monthly basis and if successful bidder(s) meets the bi-monthly quantity targets, LD deducted in the previous month of the bi-monthly will be adjusted and refunded accordingly. This clause is only applicable with condition of clause no. **5.9.2**.
- For the purpose of definition of bi-monthly, April, 2018 and May, 2018 will be the first bi-month and June, 2018 will be the last month.

**5.9.3** Liquidated damages will be levied if the percentage of core recovery in non-Limestone horizon will be less than 65% and if the percentage of core recovery in Limestone horizon will be less than 85%, in such case the particular run of 1 meter of the sample will be rejected.

**5.9.4** Liquidated damages will be levied at the rate of 1% of the contract value per week of delay on the non-submission of Geological reports within one month after receiving the last analytical report of Limestone samples from GIPCL subject to 10% of the total contract value.

## Chapter- VI

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

#### 6.1 **Assignment And Subletting of the Contract**

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

#### 6.2 **TERMINATION:**

1. GIPCL may terminate the contract after due recoveries of pending jobs/damages after giving 15 days' notice to the contractor if any of the following events occur :—

- a. Contractor is adjudged as insolvent.
- b. Contractor has abandoned the contract i.e. the 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 the 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. The 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. The Contractor commits a breach of the contractual terms and conditions.

2. GIPCL shall give the Contractor a 15 days' notice period 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 the Contractor shall be settled subject to the amounts recoverable by GIPCL under the contract from the Contractor.

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

#### 6.3 **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.

**6.4 INDEMNITY:**

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

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

**6.5 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.

**6.6 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.

**6.7 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 exploratory core drilling 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.

**6.8 NO CLAIM IF WORK IS ABANDONED OR POSTPONED:**

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

**6.9 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.

**6.10 PROTECTION OF WORK:**

**6.10.1 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.

**6.10.2** 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.

**6.10.3** All the works shall be executed in strict conformity with the provisions of the contract documents and with such explanatory detailed drawings, maps, specifications and instructions as may be issued from time to time to the contractor by the GIPCL whether mentioned in the contract or not. The contractor shall be responsible for ensuring that works throughout are executed in most substantial, proper and workmanship like manner with the quality of material and workmanship as per the best practices prevailing in the industry, in strict conformity with the specifications, drawings, time schedule, sequence of operation etc. and to the entire satisfaction of the GIPCL. The work in the areas shall be done strictly in accordance with the provisions of applicable for the time being in force as amended during the

period of the Contract, such as Mines Act 1952, Coal Mines Regulations 1957 and directives issued from time to time by the Directorate General of Mines Safety etc.

**6.11**

**INSURANCE**

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

**6.12**

**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.

**6.13**

**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.

**Benefit payable in case of accident outside premises or not during the course of employment: (Off Duty Coverage)**

- i. The contractor shall provide off-duty insurance coverage (Medical + Death Benefit) sum of Rs. one Lac (Nagrik Suraksha Policy or Equivalent) to all its workmen deployed at GIPCL-SLPP site for the accident taking place outside the Company premises anywhere in any capacity and in whatsoever may be the manner. Premium amount would be around Rs.95/- plus GST per person per year.
- ii. Uniform: The contractor shall issue three pairs of stitched uniform to contract workmen (Pant-Shirt for men and Sari-Blouse to women workers). However brand of fabric will be MAFATLAL. The color of the uniform shall be as indicated by GIPCL. The uniform should be issued to workmen within one month from the date of commencement of the Contract, otherwise penalty will be imposed
- iii. Adhoc Allowance: Considering the inflation and financial conditions prevailing in the market, to compensate the contractor towards the benefits of adhoc allowance. Contractor shall pay additional adhoc allowances to the specified workmen per month.
- iv. Legal matters pending before the Court: In case, in any litigation pertaining to labour employed through contractor, if any direction or order is issued by court at any point of time, the contractor shall comply with and implement such direction or order whether passed at the time of award of contract or during the pendency of contract.
- v. Annual Health Check-up: As per Statutory requirement Contractor has to inform workmen deployed at Site for Annual health check-up as per schedule prepared by HR&A Dept .
- vi. The Contractor shall be responsible for payment of overtime wages to his workmen, if any, in case they are required to work beyond the prescribed hours under the applicable law as per applicable rates.
- vii. The Contractor shall not engage workmen below the age of 18 years. Employment of women shall be strictly according to applicable laws.
- viii. The contractor shall conduct pre-employment medical check-up and periodic medical check-up of his workmen employed by him as per applicable laws.
- ix. The list is indicative in nature and not an exhaustive one. Any amendment / alteration / Notifications or addition to the existing Law or a new statute shall automatically and immediately become applicable.

**6.14 LABOUR LAWS AND SAFETY REGULATIONS:**

- 6.14.1** 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.

- 6.14.2** 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.
- 6.14.3** 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.
- 6.14.4** The Contractor will make payments to the laborers engaged on paid holidays declared by GIPCL from time to time as per prevailing rule and provisions of the Act.



(To be submitted on Company's Letter Head)

**Details to be furnished by the Bidder to qualify in Techno-Commercial Bid for the Tender No. GIPCL/Mining/Exploration/17-18 (See Clause 3.1)**

1.	Name of Bidder Full Address:  Tel. & Fax No. E-Mail Address			
2.	Whether the firm is joint stock co., HUF, Individual, Partnership firm (Attested copies of Deeds, Articles of Association to be enclosed)			
3.	Name of person holding power of attorney (attested copy of power of attorney to be enclosed)			
4.	Names of Partners with their Present and permanent addresses.			
5.	Name of Bankers Full address  Tel No.			
6.	Details of EMD submitted			
7.	Particular of Work experience for carried out exploratory core drilling for Limestone/ Coal/ Lignite (Enclose certified copies of work experience from clients for whom works are executed).			
8.	The details of the works carried out:			
	Name of Client with Address			
	Name of Work			
	Period of work executed			
	Drilling awarded			
	Actual drilling carried out			
	Value of work executed			
	Details of Drilling Rigs, Pumps and Drilling accessories deployed at the works currently being executed by the bidder:			
		Make & Size	Number	Location
	i. Drilling rigs			
	ii. Pumps			
	iii. Drilling accessories			
9.	PF Code No., Copy of certificate must be provided			
10.	Last three financial years audited Balance sheets			
11.	Major Items of Equipment.			
12.	Declaration about the Site Visit			
13.	Certificate (No Claim, No Arbitration)			
14.	Declaration for Contractual Disputes/ Litigations			

15.	Deviation From Tender Terms & Conditions.	
16.	Form of Bid	
17.	Undertaking for Unconditional Bid & Observance of Contract Conditions.	

NOTE:

1. The Bidder shall furnish the details against each of above items. Wherever it is not applicable the same may be mentioned against the respective item.
2. The location of the equipment shall be specified to enable verification by GIPCL.
3. Certified copy of Proof of ownership of equipment listed against Clause 3.3 shall be enclosed. The originals shall be produced at the time of opening of Pre-qualification bid.
4. Certified copies of work experience from clients for whom works are executed shall be enclosed. The originals shall be produced at the time of opening of Pre-qualification bids.
5. Decision of the management regarding Technical qualification is final and binding on the bidders and no correspondence will be entertained in this regard.

Authorized Representative's signature.

Companies / Organization's Seal & Date

(To be submitted on Company's Letter Head)

**MAJOR ITEMS OF EQUIPMENT**

Description (Type, Model and Make)	Chassis No. / Reg No.	Year of Manuf.	New or used. (If used working hrs.)	Owned or Leased	Capacity to drill	Location
Drilling Rigs						
Mud Pumps						
Drilling Accessories						

The location of the equipment shall be specified to enable verification by GIPCL. Certified copy of proof of ownership shall be enclosed. The originals shall be produced at the time of opening of Pre-qualification Bids.

(Please attach separate list if space is inadequate)

Company Seal

Signature .....

Name .....

Designation .....

Company .....

Date .....

(To be submitted on Company's Letter Head)

**DECLARATION**  
**Site visit [see Clause 2.3 ]**

I / We do hereby confirm and declare that I/We have independently inspected the Vastan Limestone mine Lease areas of GIPCL in Surat districts 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 exploration scheme particularly with respect to location and situation of the proposed areas specified undertaking exploration work.

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

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

Name of Firm :

Signature of Bidder :

Seal of Company :

Name of Bidder :

Designation :

Date :

(To be submitted on Company's Letter Head)

**CERTIFICATE**  
**(No claim, No arbitration)**

We hereby confirm with free consent as under:-

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

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

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

For, M/S. \_\_\_\_\_

Signature, Stamp and date.

(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 :

(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)

**FORM OF BID**  
[See Clause 2.4.9]

*(Note: Bidders are required to fill up all the blank spaces in this Form of Bid):*

NAME OF THE BIDDERS :  
ADDRESS FOR COMMUNICATION :  
TELEPHONE NO. :  
FAX NO. :

To,

The General Manager (Mines)  
Gujarat Industries Power Company Limited  
At & Post Nani Naroli, Tal. Mangrol  
Dist. Surat, Pin Code: 394 110

Sub: **Hiring of Equipment for exploration of Limestone.**

Gentlemen:

- 1 Having examined the Condition of Contract and Specification for the execution of the above named works, we, the undersigned, offer to supply equipment, execute, complete and maintain the whole of the said works in conformity with the said Condition of Contracts and Specification.
2. We undertake, if our Bid is accepted, to commence the works within 21days of receipt of the Letter of Intent to mobilize adequate machineries, equipment etc to enable exploratory core drilling for 2000.00 (+/-10%) mts within Three Months (03) from the date of issue of LOI.
3. If our Bid is accepted we will furnish a security deposit in accordance with the Conditions of Contract.
4. Unless and until an Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
5. We understand that you are not bound to accept the lowest or any bid you may receive. We also understand that you may entrust the work to two or more parties which shall be at the sole discretion of GIPCL.

Authorized Representative's

Signature , Company's / Organization's Seal &

Date

Note: Form of bid without price shall be submitted with Part-I of the Bid.



(To be submitted on Company's Letter Head)

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

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

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

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

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

Name of Firm :

Signature of Bidder :

Seal of Company :

Name of Bidder :

Designation :

Date :

(To be submitted on Company's Letter Head)

**Declaration 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 :

**PROFORMA FOR BANK GUARANTEE FOR EMD**

(To be stamped in accordance with Stamp Act)

Ref .....

Bank Guarantee No.....

Date .....

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

To

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

Dear Sirs,

In accordance with your “Invitation for Bids” under your Specification  
No..... dated .....  
M/s..... having its  
Registered /Head office at .....  
(herein after called the Bidder) wish to participate in the said bid for  
.....

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

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

This Guarantee shall be irrevocable and shall remain valid upto  
..... if any further extension of this  
guarantee is required, the same shall be extended to such required period on

receiving instructions from ..... on whose behalf the guarantee is issued.

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

.....  
(Signature)

.....  
(Name)

Designation with Bank stamp :

Attorney as per Power of  
Attorney No.

Dated .....

#### Notes

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

**PROFORMA OF BANK GUARANTEE FOR PERFORMANCE BANK GUARANTEE**

(To be stamped in accordance with stamp Act.)

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

Date .....

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

To,

M/S. Gujarat Industries Power Company Limited  
 At & Post Nani Naroli  
 Taluka Mangrol  
 Dist. Surat  
Gujarat-394110

Dear Sir,

In consideration of the Gujarat Industries Power Company Limited (herein after referred to as the Purchaser which expression shall unless repugnant to the context/or meaning thereof include its successors, administrators and assigns) having awarded to M/S. .... Having its Registered Office/ Principal Office at (address) ..... (here in after referred to as the "Successful Bidder" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns) an Order by issue of Purchaser's Letter of Intent No ..... dated ..... and the same having been unequivocally accepted by the "Successful Bidder" dated ..... valued at ..... for (scope of order) ..... and the "Successful Bidder" having agreed to provide a Order Performance Guarantee for the faithful performance of the entire order including for the quality of the materials and/or workmanship, successful commissioning and satisfactory performance of equipments/ systems and satisfactory services rendered during the guarantee/warranty period of ..... months under the said LOI/Order equivalent to.....\*..... (%) of the said value of the order to the Purchaser.

(Name & address of Bank) ..... having its Head Office at ..... (herein after referred to as the "Bank" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors, assigns) do hereby guarantee and undertake to pay the Purchaser, on written demand any and all moneys payable by the "Successful Bidder" to the extent of (in figures) ..... (in words) ..... as aforesaid at any time up to (days /months /year) \*\* ..... without any demur, reservations, contest,

recourse or protest and/or without any reference to the "Successful Bidder". Any such demand made by the Purchaser on the bank shall be conclusive and binding notwithstanding any difference between the purchaser and "Successful Bidder" of any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. It shall be conclusive and enough for enforcement of the bank Guarantee on the bank if Gujarat Industries power company Limited invokes the Bank Guarantee stating only that the default has been committed by the "Successful Bidder", thus far and no further. The bank undertakes not to revoke this guarantee during its currency without previous written consent of the purchaser and continue to be enforceable till the purchaser discharges this guarantee.

The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the Order by the "Successful Bidder". The purchaser shall have the fullest liberty, without effecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the "Successful Bidder", and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Order between the purchaser and the "SUCCESSFUL BIDDER" or any other course of or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matter aforesaid or any of them or by reason or any other acts of omission or commission on the part of the Purchaser or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank. The Bank also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the "SUCCESSFUL BIDDER" and notwithstanding any security or other guarantee that the Purchaser may have in relation to the "SUCCESSFUL BIDDER" 's liabilities.

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

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

(Signature)  
Bank's rubber stamp:

Name:

Designation with Bank stamp:

Attorney as per Power of Attorney No.:

Dated:

Note:

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

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

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

## Annexure-C

Consisting of Price Schedule in the following format.

Sr. No.	Item	Unit	Rate in Rs.
1	Drilling for Limestone (Including mobilization of drill machine, accessories to the site along with preparation of Log, Samples, Preparation and submission of Geological Report of Vastan Limestone Mine in 2 (Two) Sets).	Per Mt.	
	Total	2000.00 Mts	

(Rupees in words for 2000.00 mts of drilling: -----only)

1. Rates are inclusive of all the Taxes **except GST**. The rates are firm and does not include any escalation during the contract.
2. GST payable by the contractor 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.

Company Seal

Signature .....

Name .....

Designation .....

Company .....

Date .....