

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



Tender

for

**Geo-Hydrology Report and for obtaining NOC
from CGWA for Vastan Lignite Mine and Mangrol-
Valia Lignite Mine of Gujarat Industries Power
Company Limited**

in

District Surat & Bharuch in the State of Gujarat.

Tender No. GIPCL/HG/2019-20

DETAILED NOTICE INVITING TENDER

Techno-Commercial Bid & Price Bid are invited from reputed and experienced **Agency for Geo-Hydrology Report and for obtaining NOC from CGWA for Vastan Lignite Mine & Mangrol-Valia Lignite Mine of Gujarat Industries Power Company Limited in the District Surat & Bharuch respectively in the State of Gujarat.**

Places of work	Vastan Lignite Mine Lignite Mine & Mangrol-Valia Lignite Mine of Gujarat Industries Power Company Limited in the District Surat & Bharuch respectively in the State of Gujarat
Brief Description of Work	The Agency will be awarded work for carrying out Geo-Hydrology Report and obtained NOC from CGWA for Vastan Lignite Mine Lignite Mine and Mangrol-Valia Lignite Mine respectively.
EMD	Rs. 25000.00 (Rupees Twenty Five Thousand only) by demand draft drawn in favour of Gujarat Industries Power Co. Ltd., payable at SBI - Nani Naroli Branch (Branch Code-013423) or Bank of Baroda - Mosali Branch (Branch Code-BARB0MOSALI) Dist.: Surat Only
Cost of Bid Document / Tender Fee	Rs. 2,000/- (Rupees Two Thousand Only) by RTGS in favor of GIPCL as details below: <ul style="list-style-type: none"> • Name of Account Holder: Gujarat Industries Power Co. Ltd. • A/c. No. : 33514692834 • Name of Bank: State Bank of India • Address of Bank: Utility Building, Nani Naroli, Taluka Mangrol, Dist. Surat. Pin 394 110 • IFSC code: SBIN0013423 • MICR Code: 394002513
Availability of Bid document	On web site https://www.nprocure.com or http://www.gipcl.com
Downloading of tender document from websites	9th Sep, 2019 to 30th Sep, 2019.
Last date of on line submission of entire offer / complete Bid in all two parts.	30th Sep, 2019 up to 17.30 hrs at https://www.nprocure.com
Submission of Techno-Commercial (Part-1) Bid in Physical form along with	01st October, 2019 up to 17.00 hrs.

supporting documents at below mentioned address.	
Date and time for opening of Price Bid (Part-II):	The date and time of opening of price bids will be intimated to the technically eligible Bidder's at least one day in advance by phone / fax / courier / email.
E-Reverse Auction:	E-Reverse Auction will be conducted and informed by GIPCL to all qualified Bidders.

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

1. GIPCL reserves the right to reject any or all the offers / bids received.
2. Agencies are required to quote the rate strictly as per the terms and conditions mentioned in the bid document. Conditional bid will not be entertained and shall be liable for outright rejection.
3. Agencies are required to submit their bids on-line in the web site <https://www.nprocure.com>
4. Documents in physical form, as mentioned in Clause No. 12.0 shall be submitted by the Agency at the following address:-

Chief General Manager (Mines)

Gujarat Industries Power Company Limited,
Surat Lignite Power Plant,
At & P.O. Nani Naroli, Taluka Mangrol,
Dist. Surat-394 110, Gujarat

INSTRUCTION TO AGENCY

1.0 Instruction to Agency

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

CGM (Mines)	02629-261087	nkpurohit@gipcl.com
DGM (P&P)	09909925337	agupta@gipcl.com
DGM (Geology)	09909992504	htshukla@gipcl.com

1.2 e-Tendering

- 1.3 Bid documents are available only in electronic format which Bidder can download free of cost from the websites <https://www.nprocure.com> or <http://www.gipcl.com>
- 1.4 All bids (Techno-Commercial and Price bid) should be submitted online through the web site <https://www.nprocure.com> only. No physical submission of rates will be entertained as it should be furnished online only. Also no fax, email and letter will be entertained for the same.
- 1.5 Bidder who wish to participate in online bids will have to procure / should have **legally valid Digital Certificate (Class III)** as per Information Technology Act-2000, using which they can sign their electronic bids. Bidder can procure the same from any of the license certifying Authority of India or can contact M/s. (n)code solutions- a division of GNFC Limited, who are licensed Certifying Authority by Government of India.
- 1.6 All online bids should be digitally signed. Kindly note that valid Digital Signature Certificate is must for the entire interested Bidder. Online tendering process is not possible without **valid digital signature certificate**.
- 1.7 Interested Bidder are also requested to complete their procedure for taking digital signature certificate at least 3 days before last date of submission of tender online.
- 1.8 Free Bidder training camp will be organized every Saturday between 16.00 hrs. to 17.00 hrs. at M/s (n) code solutions. Bidders are requested to take benefit of the same (Advance Confirmation to M/s (n) code is requested).
- 1.9 M/s (n)code solutions reserves the rights to issue digital signature certificate after verification of application forms / supporting documents submitted by Bidder.
An M/s (n) code solution is also fully authorized to issue digital signature certificate to Bidder.
The Bidders who have no facility to participate in on-line tenders are requested to contact M/s (n) code solutions for the same.
- 1.10 All the correspondence in respect of training, support or digital signature certificate should be addressed to M/s (n)code solutions directly on the above mentioned address
- 1.11 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 Chief General Manager (Mines)
M/s. Gujarat Industries Power Company Limited
Village Nani Naroli, Taluka Mangrol,
Dist. Surat – 394110 (Gujarat)

2.0 Description of Works:

Geo-Hydrology Report and to obtained NOC from CGWA (Central Ground Water Authority) for Vastan Lignite Mine and Mangrol-Valia Lignite Mine.

Gujarat Industries Power Company Limited (GIPCL), is a premier power utility in the state of Gujarat with an installed capacity of 310 MW gas based, 500 MW thermal and Renewable Capacity comprising of 112.4 MW Wind and 87 MW of Solar Power. Surat Lignite Power Plant (SLPP) with four units of 125 MW capacities each is located at village Nani-Naroli, Taluka Mangrol, District Surat in Gujarat. GIPCL has also developed its own lignite and Lime stone mines close to the Power Plant. The plant is based on Circulating Fluidized Bed Combustion technology for the boilers where lignite is burnt along with limestone in the furnace of the boiler.

Presently, GIPCL is operating two captive Lignite Mines viz. Vastan Lignite Mine and Mangrol-Valia Lignite Mine in Dist.: Surat and Valia Mine in Dist.: Bharuch, which feed Lignite (fuel) to the existing 500 MW Power Plant for generation of electricity for “Public Purpose”. Gujarat Industries Power Company Ltd (GIPCL) is operating Vastan Lignite Mine in Taluka Mangrol District Surat for 1.2 MTPA over 1536 Ha for which ministry of Environment, Forest & Climate Change (MOEF&C) had accorded Environment Clearance under the provision of EIA Notification 1994 vide its letter No. J-11015/40/95-I A. II (M) DATED 15/6/1996 and Mangrol-Valia Lignite Mine in Taluka Mangrol and Valia in District Surat and Bharuch of Gujarat for 4.20 MTPA lignite production over 2080 Ha for which Ministry of Environment, Forest & Climate Change (MoEF&CC) had accorded Environment Clearance under the provisions of EIA Notification 1994 vide its Letter No. J-11015/ 38/ 99-IA.II(M), dated 21-07-2003.

The Hon'ble National Green Tribunal (NGT), New Delhi in order dated 15.04.2015, public notice was issued by Central Ground Water Authority, New Delhi on dated 4/1/2017, to obtain No Objection Certificate for New and the existing project of Industrial Units/ Infrastructure /Mining.

Based on the public notice, online application for obtaining NOC from CGWA, Ahmedabad was submitted by GIPCL for Vastan Lignite Mine and Mangrol-Valia Lignite Mine on 8/3/2017 & 3/3/2017 respectively with requisite fees.

Agency will follow up the already submitted application for obtaining NOC from CGWA, Ahmedabad and submit the queries raised by CGWA.

To fulfill the queries raised by CGWA, Fresh Geo-Hydrology Report for

Vastan Lignite Mine and Mangrol-Valia Lignite Mine has to be carried out by the Agency and obtained NOC from CGWA for both the mines.

2.1 Preparation of Geo-Hydrology Report for Vastan Lignite Mine and Mangrol-Valia Lignite Mine and obtaining NOC from CGWA.

Geo-Hydrology Report for Vastan Lignite Mine and Mangrol-Valia Lignite Mine includes the following:

- A. Brief about the proposed project with location details, coordinates, Google/Toposheet maps, etc. demarcating the project area:
 - 1) Land use details of the project – site plan
 - 2) Google map and lay out plan of the project site
 - 3) Brief mention about Climate and Rainfall
 - 4) Geological and Hydro-geological setup
 - 5) Brief mention about Climate and Rainfall
 - 6) Physiography and drainage of the area with map
- B. Geological & Hydro-Geological Aspects:
 - 1) Geological and Hydro-geological setup
 - 2) Ground water monitoring and water levels with maps
 - 3) Water level fluctuations
 - 4) Water table configuration and flow directions
 - 5) Ground water quality with maps
- C. Water Level Monitoring in core and buffer zones:
 - 1) The following information required as part of the well survey
 - (a) Identification of nearby wells (including active, inactive, and abandoned wells)
 - (b) Details of each well (e.g., age, depth, type, casing length, static level, yield, etc.)
 - (c) Details of pumping system (submersible, shallow or deep jet) description of any problems (low yield or poor water quality)
 - 2) Geological Map
 - 3) Hydro-geological Map
 - 4) Generalized Geological succession
 - 5) Geological setting of mine area (Mine plan year wise)
 - 6) Pre-monsoon DTWL Map
 - 7) Post-monsoon DTWL Map
 - 8) Pumping Tests for Aquifer Parameters
 - 9) Aquifer Systems
 - 10) Ground water occurs under phreatic condition in weathered portion of rocks and semi- confined to confined conditions in fractures/cavernous part of rocks i.e. limestone and shale at depths.
 - 11) Aquifer Characteristics
 - 12) Yield of dug wells ranges in m^3/day
 - 13) Depth of deeper aquifers and their yields
 - 14) Potential fractures recorded and depth range
 - 15) Pumping Tests
 - 16) To verify the aquifer parameters in the area
 - 17) Preferably in two directions of the mine lease area
 - 18) Long duration of pumping tests are preferred (3 log cycles)
 - 19) Both pumping and recovery data to be observed

- 20) During pumping test the discharge water must be diverted away from the well head to prevent artificial recharge
- 21) Surface water bodies within 50 to 100 meters to be monitored during pumping test in order to determine potential adverse effects
- 22) Pumping Test Analysis
- 23) A detailed analysis/ interpretation of the pumping test and step drawdown test data is required
- 24) calculations for aquifer characteristics, such as Transmissivity and storability/ specific yield
- 25) identification of boundary conditions, assessment of the potential drawdown at various times and selected distances from the pumping well
- 26) Water Quality Analysis
- 27) Water quality data must be collected from each pumping well during the pumping test, including the collection of water quality samples and measurement of field parameters.
- 28) Mining Operation and Ground Water Dynamics
- 29) Inflow components into an open pit
- 30) Impact of Mining on Ground Water
- 31) Numerical Ground Water Modeling Approach
- 32) Assessment of Mine Seepage
- 33) Monsoon rainfall
- 34) Mine seepage
- 35) Estimation of Bench Wise Mine Seepage for initial 5 years.
- 36) Summary of Annual Mine Seepage for initial 5 years.
- 37) Gainful utilization plan of mine dewatering.
- 38) Mine Management Strategy and Mitigation Plan
- 39) RWH & Artificial Recharge to GW
- 40) Runoff Available for Recharge
- 41) Brief write up along with capacity and flow chart of STP/ ETP/ CEPT existing/ proposed within the project.
- 42) Measures to be adopted for water conservation which includes recycle; reuse; treatment; etc.
- 43) Details of water conservation measures to be adopted to reduce/ save the ground water.
- 44) Computation of recharge quantum along proposed to be implemented outside the project area (viz. ponds with recharge shafts; check dams/ nallah bunds/ cement plugs;
- 45) Gabion structures etc. (if any).
- 46) Details/ measures proposed to be taken for maintenance activities for the implemented recharge structures for ensuring effective recharge.
- 47) Location on map showing proposed recharge structures for rain water conservation and recharge.
- 48) Water Balance diagram of the Mining Area.
- 49) Water requirement for the project to be matching with the various uses for different industrial process/ domestic requirement. Preparation of water balance chart of water demand as per norms (consent letter) from the concerned authority.
- 50) Availability/non availability of source water to be indicated clearly

with quantum- surface water/ ground water/ water supplying agency, etc.

51) Water demand calculation for Drinking & Domestic/green belt Use in Industry must be as per norms of NBC 2016:

- Residential/Domestic
- Visitors/Labours/Staff/Canteen
- Greenbelt @ 3 Litres per SqM.

52) Availability of source water to be indicated clearly with quantum - surface water/ ground water/ water supplying agency, etc.

53) Preparation and Interpretation of surface and subsurface geological / hydro-geological cross sections and plans showing depth to water level, water table contour, ground water flow direction etc.

54) To assess the current status of groundwater. The assessment should rely on actual measurements and observations. Geological appraisal may be used to substantiate / reinforce conclusions. Identification of existing wells within and outside the mining lease area for carrying out qualitative and quantitative monitoring of ground water status is essential. These wells will form reference point for studying the impact of actual mining operation on water table of the surrounding area.

55) Pumping test will be carried out by the Agency by deploying suitable capacity pumps and generators, suction and delivery pipes. Electrical and other peripherals are to be arranged by agency himself. Calculation of the Geo-Hydrology parameters like discharge, recharge, yield, drawdown, Transmissivity, storability, storage coefficient, porosity and permeability etc. and any other relevant Geo-Hydrology parameters as required for completing this study.

56) Preparation of ground water contour plans showing probable depth of water table in pre mining situation and that in post mining situation need to be drawn. Post mining situation should also have obvious reference to area surrounding mining lease area.

57) The reports need to assess probable ingress of water into the mine pit which indicates the dewatering requirement of the mine while in operation.

2.2 Follow up for processing of Application for NOC to abstract Ground Water for Vastan Lignite Mine and Mangrol-Valia Lignite Mine and obtaining NOC from Regional office at Ahmedabad / New Delhi, Gol.

This includes the following:

1) Follow up with Nodal Officer, CGWA, Ahmedabad/ New Delhi for onward movement of the application and submit the queries raised by CGWA, Ahmedabad / New Delhi, if any.

2) Follow up with CGWA Regional Office to recommend the proposal and obtaining NOC from Regional office at Ahmedabad / New Delhi, Gol.

2.3 Agency shall arrange with farmers for well monitoring, digging of fresh bore well if any and arrange for the pump test as mentioned in the scope of work.

2.4 Agency shall carry out all related and/or incidental activities required for

obtaining clearances/ approvals for completion of the assignment.

The Agency shall provide necessary assistance including follow up, maintaining liaison pertaining for obtaining NOC with CGWA (Central Ground Water Authority) Ahmedabad/ Delhi office and obtaining the necessary approvals and NOC from CGWA.

3.0 Time schedule:

Time schedule for preparation of Geo-Hydrology Report and for obtaining NOC from CGWA for Vastan Lignite Mine & Mangrol-Valia Lignite Mine of Gujarat Industries Power Company Limited in the District Surat & Bharuch respectively in the State of Gujarat is as under:

- 1) Preparation of Geo-Hydrology Report for Vastan Lignite Mine & Mangrol-Valia Lignite Mine including Core and Buffer Area and reply of the queries raised by CGWA, Ahmedabad within 120 days of issue of the work order.
- 2) Assist in obtaining “No Objection Certificate” from the CGWA Authorities within 90 days of its Application.

4.0 Terms of Payment

Terms of Payment for preparation of Geo-Hydrology Report and for obtaining NOC from CGWA for Vastan Lignite Mine & Mangrol-Valia Lignite Mine of Gujarat Industries Power Company Limited in the District Surat & Bharuch respectively in the State of Gujarat is as under:

1. GIPCL will pay @ 25% of total value plus GST against completion of Pump Test and Dug Wells for studying the impact of actual mining operation on water table of the surrounding area.
2. Another 15% payment of the total value plus GST shall be made after the submission of reply of the queries raised by CGWA, Ahmedabad vide dated 29/07/2019 along with fresh Geo-Hydrology Report for obtaining NOC from CGWA at CGWA Office, Ahmedabad.
3. Another 10% payment of the total value plus GST shall be made on submission of the final report after incorporating replies of the scrutiny raised by CGWA Office, Ahmedabad/ Delhi, if any.
4. **Balance 50% payment of the total value plus GST shall be made after receiving the NOC to abstract Ground Water for Vastan Lignite Mine and Mangrol-Valia Lignite Mine from Regional office of CGWA at Ahmedabad/ New Delhi, Gol.**

5.0 Inputs from GIPCL:

- a) GIPCL shall provide copy of approved Mining Plan, Mine Closure Plan and EIA/EMP report with all the plates if required.
- b) GIPCL shall provide land details, the pre-mining land use pattern etc
- c) GIPCL shall provide brief of the proposed activity.
- d) Information to the extent available shall be given by GIPCL.
- e) All other information required for the preparation of various reports shall be collected by Agency.
- f) No facility shall be provided by GIPCL to Agency either at site or at any other place for preparation of the reports. All such arrangements have to be made by Agency.
- g) For SLPP visit lodging / Boarding facility shall be arranged by GIPCL at Company Guest House free of cost.

- h) Local transport from Bharuch/ Surat for visit to SLPP shall be arranged by GIPCL.

6.0 Deliverable from Agency / Successful Bidder:

- a) Agency shall submit the draft Geo-Hydrology Report and reply of the queries raised by CGWA to GIPCL.
- b) After the approval of draft Geo-Hydrology Report and reply of the queries raised by CGWA from GIPCL authorities, the same should be submitted for approval to CGWA authorities at Ahmedabad.
- c) NOC to abstract Ground Water for Vastan Lignite Mine and Mangrol-Valia Lignite Mine from Regional office of CGWA at Ahmedabad/ New Delhi, Gol.
- d) Final report is to be provided in 3 copies (Along with soft copy in CD).

7.0 Eligibility or qualifying requirement:

- a) **Agency shall provide evidence to GIPCL of their capability and adequacy of resources to carry out the Geo-Hydrology Report for any Mines.**
- b) Agency shall provide experience certificate of getting NOC to abstract Ground Water from CGWA Office.

8.0 EVALUATION OF BIDS

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

8.2 EVALUATION OF PRICE BID: -

1. Part-II of Bid i.e. The lowest grand total amount shall be considered for deciding the lowest three bidders (minimum) or 50% out of total bidders (rounded to the next higher whole number), whichever is higher for making them eligible for the e-reverse auction.
2. **However, lowest grand total amount shall be considered as the base rate which will put up for starting e-Reverse Auction.**
3. e-Reverse auction shall be for reducing the lowest grand total amount and the bidders have to reduce their grand total amount in decrement of value as decided before start of e-Reverse Auction. After e-Reverse Auction process, L1 bidder shall be decided based on the lowest grand total amount bid.
4. L1 Bidder, declared after the e-Reverse Auction process may be called for negotiation and if required, may be asked by GIPCL for reduction in rates of any of machine, if found quoted unreasonably high.

9.0 Mode of Payment:

Running bill to the extent of 100% shall become payable. The bill so prepared and certified will be submitted for payment to the office of the CGM (Mines). The payment of the certified amount of the Running bills shall be due 21 days after submission, by contractor, of running bill completed in all respect after deducting their from

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

10.0 Escalation:

The rates accepted shall be firm for entire duration of the contract. No escalation what so ever shall be payable.

11.0 Liquidated Damages:

Liquidated damages will be levied at the rate of 1% of the contract value of Individual Items (Preparation of Geo-Hydrology Report and for obtaining NOC from CGWA for Vastan Lignite Mine & Mangrol-Valia Lignite Mine of Gujarat Industries Power Company Limited in the District Surat & Bharuch respectively in the State of Gujarat) for per week of delay of the given time schedule on clause no. 3.1, subject to a ceiling of 10% of the total contract price of Individual Items except the delay is not ascribable to the Agency.

12.0 Documents comprise the bid:

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

PART-I

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

- a) Details of the past performance of the Agency on work of similar nature and details of current work in hand and their contractual commitment in the **Form-A**.
- b) **Agency shall provide evidence to GIPCL of their capability and adequacy of resources to carry out the Geo-Hydrology Report for any Mines.**
- c) Tender Fees by way of demand draft of Rs. 2,000/- (Rupees Two Thousand Only).
- d) Earnest money deposit by way of demand draft of Rs. 25,000/- (Rupees Twenty Thousands Only).
- e) Details of time schedule as specified in the tender document along with various activities to be taken up needs to be furnished.
- f) Deviation from tender specification in respect of technical and commercial terms and conditions.
- g) Status of Agency i.e. Name of the Agency, Address, Registered Office, Telephone Number, Fax Number and E-mail Address.
- h) Bid document duly signed by contractor on each page.
- i) GST Number
- j) PAN Details
- k) **To participate in e-Reverse Auction, bidders have to create e-Auction USER ID on <https://e-auction.nprocure.com> and it is mandatory to submit the same along with physical Technical-Commercial Bid, so that the bidder shall be allowed to participate the e-Reverse Auction.**

Agency shall submit hard copy of the supporting documents as above, required for Part-1 at below mentioned address duly marking the envelope as

Bid for Geo-Hydrology Report and obtaining NOC from CGWA for Vastan Lignite Mine & Mangrol-Valia Lignite Mine or before 1st Oct, 2019 up to 17.00 hrs.

Chief General Manager (Mines)

Gujarat Industries Power Company Limited,
Surat Lignite Power Plant,
At & P.O. Nani Naroli, Taluka Mangrol,
Dist. Surat-394 110, Gujarat

PART-II

Consisting of the price schedule, shall be submitted online through the website <https://www.nprocure.com> only on or before dated **30th Sep, 2019 up to 17.30 hrs.**

Prices shall be quoted in Indian Rupees only.

Sr. No.	Item	Unit	Amount (in Rs.)
1.	Preparation of Geo-Hydrology Report and for obtaining NOC from CGWA for Vastan Lignite Mine & Mangrol-Valia Lignite Mine of Gujarat Industries Power Company Limited in the District Surat & Bharuch respectively in the State of Gujarat	Lump sum	
Total (Rs.)		Lump sum	

- The prices indicated are firm and not subject to any escalation whatsoever.
- The prices shall be exclusive of the GST and inclusive of all other applicable fees/ Govt. levies, if any, as may be in force while submitting bids.**
- Agencies are required to quote the rates strictly as per the terms and conditions mentioned above. The conditional bid will not be entertained and will be summarily rejected.
- The lump sum price includes charges for all activities related to collection of information, travel, boarding, lodging, visit to SLPP site, Ahmedabad and Delhi or any other place for discussion and liasoning with relevant authorities and business developmental expenses.**
- The lump sum price includes all costs associated with the Preparation of Geo-Hydrology Report and for obtaining NOC from CGWA for Vastan Lignite Mine & Mangrol-Valia Lignite Mine of Gujarat Industries Power Company Limited in the District Surat & Bharuch respectively in the State of Gujarat.
- All costs arising out of the site visit, CGWA Office, Ahmedabad/ Delhi shall be borne by the Agency.
- GST and any other fresh imposition or variation in taxes or payable by the Bidder, shall be reimbursed by GIPCL to the extent**

levies during the currency of the contract, if applicable and directly related to the services rendered by the Bidder under this contract.

- h) The lowest grand total amount shall be considered for deciding the lowest three bidders (minimum) or 50% out of total bidders (rounded to the next higher whole number), whichever is higher for making them eligible for the e-reverse auction. However, lowest grand total amount shall be considered as the base rate which will put up for starting e-Reverse Auction.
- i) e-Reverse auction shall be for reducing the lowest grand total amount and the bidders have to reduce their grand total amount in decrement of value as decided before start of e-Reverse Auction.
- j) After e-Reverse Auction process, L1 bidder shall be decided based on the lowest grand total amount.
- k) L1 Bidder, declared after the e-Reverse Auction process may be called for negotiation and if required, may be asked by GIPCL for reduction in rates of any of machine, if found quoted unreasonably high.

13.0 Deadline for submission of Bids :

Bids (Part-I and II) must submit online on the <https://www.nprocure.com> not later than **30th Sep, 2019 up to 17.30 hrs.**

14.0 Award of contract:

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

15.0 Performance Security:

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

16.0 Foreclosure of Contract in full or in Part:

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

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

17.0 Cancellation of LOI and termination of Contract:

- a) If the Agency fails to visit GIPCL within 07 days along with performance

security deposit, as per Clause No. 2 to collect relevant data, GIPCL will reserve rights of cancellation of LOI and award of work to the other Agency.

- b) However, GIPCL reserves right to extend the period, if the circumstances causing delay are found genuine & convincing.
- c) If the Agency fails to maintain the time schedule as per Clause No. 3 beyond the limits of Liquidated Damages as per Clause No. 11, GIPCL will have right terminate the Contract and will have right to get the work completed from any other Agency / agency at the cost & risk of the Agency.
- d) Management reserves the right to terminate the Contract at any time, without assigning any reason, whatsoever, by giving a notice period of ONE month from the date of Notice of termination of the Contract. Agency will not be entitled for any compensation / damages / losses, whatsoever, on account of such termination of the Contract.

18.0 TERMINATION:

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

19.0 FORCE MAJEURE:

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

If a Force Majeure situation arises, the affected Party shall promptly notify the other Party in writing of such conditions and the performance shall be suspended as per mutual agreement. For the purposes of this clause, 'Force Majeure' means an event beyond the control of the Party and not foreseeable

by the Party and shall include events of floods, explosions, riots, wars, hurricane, epidemics, any other Act of God, quarantine restrictions, terrorism, government actions and provided always that such acts result in the impossibility of the further performance of the contract.

20. INDEMNITY:

Agency 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 Agency.

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

21.0 GOVERNING LAW AND JURISDICTIONS:

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

22.0 ARBITRATION

All disputes, differences, claims and questions, whatsoever, which may arise either during the continuance of this contract or afterwards between the Supplier and GIPCL, touching the interpretation and / or the execution of any clause of this contract, or any other act, deed or commission / omission by any party or as to any other matter in any way relating to these clauses or right, duties, obligations or liabilities 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.

Form – A

EXPERIENCE OF ORGANISATION

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

Sr. No	Name of Assignment with work order no. and date	Details of work undertaken	Name of Client	Date of Commencement	Date of Approval along with document proof of approval from CGWA	Scope in Brief
1						
2						
3						
4						

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

Signature of Authorized Signatory

Full Name of the Organization

Address, email & Contact Numbers of the Organization

Note:

- 1) Details of the past performance of the Agency on work of similar nature and details of current work in hand and their contractual commitment in the **Form-A**.
- 2) Agency shall provide evidence to GIPCL of their capability and adequacy of resources to carry out the Geo-Hydrology Report for any Mines.
- 3) Please attach documentary proof for claimed experience; the proofs could be namely, Copy of work Order/Letter of Award/Lol/Purchase Order/ or any other representative documents etc.
- 4) Please attach copy of documentary proof of approval from CGWA for assignments handled from their Clients.