

Gujarat Industries Power Company Ltd (GIPCL)



Tender

for

Appointment of Consultant for Reservation of 83.00 Ha area of Village Tadkeshwar Tal: Mandavi Dist Surat for Limestone mining for State Government PSU under Section 17(A)(2) & (2A) of the Mines & Minerals (Development & Regulation) Act-1957

Tender No. GIPCL/Limestone/2020-21

DETAILED NOTICE INVITING TENDER

Techno-Commercial Bid & Price Bid are invited for the appointment of Consultant for Reservation of 83 Ha area of Village Tadkeshwar Tal: Mandavi Dist Surat for Limestone mining for State Government PSU under Section 17(A)(2) & (2A) of the Mines & Minerals (Development & Regulation) Act-1957.

Places of work	Surat Lignite Power Plant of Gujarat Industries Power Company Limited, At & P.O. Nani Naroli, Taluka Mangrol, Dist. Surat-394 112, Gujarat.
Brief Description of Work	The Consultant will be awarded work for the reservation of 83 Ha area of Village Tadkeshwar Tal: Mandavi Dist Surat for Limestone mining for State Government PSU under Section 17(A)(2) & (2A) of the Mines & Minerals (Development & Regulation) Act-1957.
EMD	<p>Rs. 27,000.00/- (Rupees Twenty Seven Thousand only) by way of demand draft drawn in favour of Gujarat Industries Power Co. Ltd., payable at SBI - Nani Naroli Branch (IFS Branch Code-SBIN0013423) or Bank of Baroda - Mosali Branch (IFS Branch Code-BARB0MOSALI), Dist. Surat or through online payment gateway of company's website:www.gipcl.com(online Payment form) as per details mentioned @ Annexure-A or by way of irrevocable Bank Guarantee in favour of "Gujarat Industries Power Company Limited" from any scheduled public sector/Nationalized Bank or reputed/leading private sector bank or by way of RTGS/NEFT/IFT, details for RTGS/NEFT/IFT as under: -</p> <ol 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
Cost of Bid Document / Tender Fee	Rs. 2,950/- (Rupees Two Thousand Nine Hundred Fifty only) (non refundable, inclusive of 18% GST) through online payment gateway of company's website: www.gipcl.com

	(online Payment form) as per details mentioned @ Annexure- A or by RTGS/NEFT/IFT only in favour of GIPCL as per details below: - 1. Name of Account Holder: Gujarat Industries Power Co. Ltd. 2. A/c. No. : 33514692834 3. Name of Bank: State Bank of India 4. Address of Bank: Utility Building, Nani Naroli, Taluka Mangrol, Dist. Surat. Pin 394 112 5. IFSC code: SBIN0013423 6. 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	December 28, 2020 to January 18, 2021.
Last date of on line submission of entire offer / complete Bid in all two parts.	January 18, 2021 up to 17.00 hrs at https://www.nprocure.com
Submission of Techno-Commercial (Part-1) Bid in Physical form along with supporting documents at below mentioned address. Alternatively, clearly visible soft/scanned copies of the same i.e. Techno-Commercial (Part-1) Bid along with supporting documents can also be e-mailed at the below mentioned e-mail ids.	January 20, 2021 up to 17.00 hrs.
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. 7.0 and 12.0 shall be submitted by the Consultant at the following address:-

General Manager (Mines)

Gujarat Industries Power Company Limited,

Surat Lignite Power Plant,

At & P.O. Village: Nani Naroli,

Taluka Mangrol,

Dist. Surat-394 112, Gujarat

Phone: (02629) 261063-72/87.

E-Mail Ids.: - pcgoyal@gipcl.com & avgupta@gipcl.com

INSTRUCTION TO CONSULTANT

1.0 Instruction to Consultant

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

GM (Mines)	02629-261087	pcgoyal@gipcl.com
DGM (P&P)	09909925337	avgupta@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 Certificates 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) RTGS details of Tender fee paid
- b) EMD
- c) Supporting documents for Technical-Commercial Bid (Part-1)

Alternatively, clearly visible soft/scanned copies of the same i.e. Techno-Commercial (Part-1) Bid along with supporting documents and details of remittance of Tender fee & EMD can also be e-mailed at the below mentioned e-mail ids.

General Manager (Mines)

Gujarat Industries Power Company Limited,

Surat Lignite Power Plant,

At & P.O. Village: Nani Naroli,

Taluka Mangrol,

Dist. Surat-394 112, Gujarat

Phone: (02629) 261063-72/87.

E-Mail Ids.: - pcgoyal@gipcl.com & avgupta@gipcl.com

2.0

Description of Works:

Reservation of 83 Ha area of Village Tadkeshwar Tal: Mandavi Dist Surat for Limestone mining for State Government PSU under Section 17(A)(2) & (2A) of the Mines & Minerals (Development & Regulation) Act-1957.

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”.

GIPCL propose for the appointment of Consultant for the Reservation of 83 Ha area of Village Tadkeshwar Tal: Mandavi Dist Surat for Limestone mining for State Government PSU under Section 17(A)(2) & (2A) of the Mines & Minerals (Development & Regulation) Act-1957, as per the requirement of and up to the satisfaction of GIPCL.

2.1

Following activities to be under taken for the Reservation of 83 Ha area of Village Tadkeshwar Tal: Mandavi Dist Surat for Limestone mining for State Government PSU under Section 17(A)(2) & (2A) of the Mines & Minerals (Development & Regulation) Act-1957 including following but not limited to:

1. Collection of Block Area for the Reservation of 83 Ha area of Village Tadkeshwar Tal: Mandavi Dist Surat for Limestone mining on Village Cadastral Plan from GIPCL.

2. Purchase of latest Cadastral Plan from District DILR office, Surat.
3. Geo-Referencing of Cadastral Plan.
4. DGPS Survey of the Block Area for the Reservation of 83 Ha area of Village Tadkeshwar Tal: Mandavi Dist Surat for Limestone mining.
5. Preparation of Proposed Block Area for the Reservation of 83 Ha area of Village Tadkeshwar Tal: Mandavi Dist Surat for Limestone mining as per requirement of latest guidelines of MMDR/ MCR/ MCDR or Applicable Rules/Acts.
6. Collection of 7/12 forms of each survey Nos within area proposed for Proposed Block Area.
7. Collection of Geological / Exploration data from GIPCL / CGM
8. Collection of related data of Gadavat Road, River, Canal, Permanent Structure, Archeological details etc from local Talati, Gram/ District Panchayat / Revenue Department.
9. Collection of Land Use data, Gaucher Land data from local Talati.
10. Collections of Forest Land/ Reserve Forest Land/ Sanctuary / Eco-Sensitive zone information from local & if require State level forest offices.
11. Consultant has to prepare application for the Reservation of 83 Ha area of Village Tadkeshwar Tal: Mandavi Dist Surat for Limestone mining, in prescribed Form-I of latest MCR by using all above mention data.
12. After necessary approval on draft application by GIPCL, Consultant will submit the Form-I with all necessary enclosure & applicable fees (Born by GIPCL) to district Geologist office, Surat.
13. **Revenue, Technical & Forest Opinion:**
 - a. After receipt of letter from local Geologist for Revenue, Technical and forest opinion, Consultant has to regularly follow up with local Talati, Mamlatdar and if required Gram Panchayat and prepared / collect village wise positive revenue opinion from concern Mamlatdar in prescribed format and submit the same to District Geologist office.
 - b. Consultant shall ensure that no Forest Land/ Wild life Sanctuary or Eco-Sensitive zone covers in applied **83 Ha areas** and if so, Bidder will immediately bring this to notice of GIPCL.
 - c. If possible, GIPCL will remove this area from applied mining lease to get forest NOC without any difficulty.
 - d. If forest area requires for mining, GIPCL will separately carry out required procedure under FCA.
 - e. Consultant shall collect NOC from local Forest department for the proposed block & submit the same to district Geologist Office.
 - f. If requires by district Geologist, Consultant shall also help local geologist office for preparation of technical opinion.
 - g. Consultant shall remain in close touch with district Geologist office and manage to forward block application with positive remark from District office to CGM-Gandhinagar office.
 - h. If any back query raised by CGM-Gandhinagar office to District Geologist on submitted proposal, Consultant shall resolve the same query with the close co-ordination of District Geologist office and submit the required information to CGM-Gandhinagar office immediately.
14. The Consultant shall follow up at office of the District Geologist for forwarding the application of Reservation of 83 Ha Block Area of Village

- Tadkeshwar Tal: Mandavi Dist Surat for Limestone mining in the name of Gujarat Industries Power Company Limited, to the office of Commissioner of Geology and Mining (CGM), Gandhinagar.
15. The Consultant shall follow up at office of the CGM, Gandhinagar for forwarding the application for the Reservation of 83 Ha Block Area, to the office of Industries and Mines Department (IMD), Government of Gujarat.
 16. The Consultant shall follow up at office of the Industries and Mines Department (IMD), Government of Gujarat for forwarding the application for the Reservation of 83 Ha Block Area with necessary comment to Ministry of Mines, New Delhi.
 17. The Consultant shall follow up at Ministry of Mines, New Delhi for necessary approval for the Reservation of 83 Ha area of Village Tadkeshwar Tal: Mandavi Dist Surat for Limestone mining for State Government PSU under Section 17(A)(2) & (2A) of the Mines & Minerals (Development & Regulation) Act-1957 in the name of Gujarat Industries Power Company Limited, and further follow up for sending back the approval of Ministry of Mines, New Delhi of Reservation of 83 Ha area of Village Tadkeshwar Tal: Mandavi Dist Surat for Limestone mining, Industries and Mines Department (IMD), Government of Gujarat.
 18. The Consultant shall follow up at office of the Industries and Mines Department (IMD), Government of Gujarat for obtaining the Block allocation letter of 83 Ha area of Village Tadkeshwar Tal: Mandavi Dist Surat for Limestone mining.
 19. Any other all activities which consultant feels are obligatory for obtaining the Block allocation letter of 83 Ha area of Village Tadkeshwar Tal: Mandavi Dist Surat for Limestone mining, are also included.
 20. The scope also includes offering necessary clarifications to the GIPCL Office/ District Geologist, Surat/ Collector Surat/ Commissioner of Geology and Mining (CGM), Gandhinagar/ Industries and Mines Department (IMD), Government of Gujarat and Ministry of Mines, New Delhi by personal visits and maintaining liaison pertaining to Block allocation letter of 83 Ha area of Village Tadkeshwar Tal: Mandavi Dist Surat for Limestone mining in the name of Gujarat Industries Power Company Limited.
 21. Consultant is having full and final responsibility to get the approval for the Block allocation of 83 Ha area of Village Tadkeshwar Tal: Mandavi Dist Surat for Limestone mining in the name of Gujarat Industries Power Company Limited, within stipulated time period.
 22. The Consultant shall maintain the liaison pertaining to approval for the Block allocation of 83 Ha area of Village Tadkeshwar Tal: Mandavi Dist Surat for Limestone mining in the name of Gujarat Industries Power Company Limited, with all the authorities associated with above said work.
 23. **All the Statutory/Application fees made pertaining to approval for the Block allocation of 83 Ha area of Village Tadkeshwar Tal: Mandavi Dist Surat for Limestone mining in the name of Gujarat Industries Power Company Limited, shall be borne by the GIPCL and shall be paid to consultant on original documents produced to GIPCL.**
 - a. GIPCL will pay the actual cost of the Village Map collected from DILR office, Surat.
 - b. GIPCL will pay the actual cost of 7/12 forms collected from District Collectorate office.

24. Consultant shall co-ordinate with proper liaising with respective departments, to prepare & submit the required application and collects the required details on behalf of GIPCL.
25. Consultant shall prepare the details as per the required acceptable format (as desired by respective departments) and it should be complete in all respect with all required document / drawing / text etc as required to facilitate for Compilation, Approvals and onward submission.
26. Consultant shall be responsible for addressing all the issues arising in the process and facilitate GIPCL in overcoming the same including liaison with all concerned authorities, for timely and satisfactorily completion of work in all respect.
27. Consultant has to strictly follow the prevailing laws and to ensure the compliance thereof and where required, necessary approval / clearance are obtained prior to initiation of any activity.
28. If any objection is raised / clarification is asked by any respective Govt. dept. then, Consultant shall assist GIPCL in settlement of all the objections/ queries. Consultant will be fully responsible for complete execution of work in a satisfactory manner.
29. Consultant shall be fully responsible for follow up and fast initiation, for early process of Block allocation of 83 Ha area of Village Tadkeshwar Tal: Mandavi Dist Surat for Limestone mining in the name of Gujarat Industries Power Company Limited.
30. Consultant shall provide required assistance to GSECL till process of approval of Block allocation of 83 Ha area of Village Tadkeshwar Tal: Mandavi Dist Surat for Limestone mining in the name of Gujarat Industries Power Company Limited is completed.

31. Progress Report:

- a. The Consultant shall prepare and submit to the GIPCL monthly progress report showing the progress and status of the works being performed by him.
- b. It is understood that submission of such reports and reviews thereof by GIPCL shall not absolve the Consultant of his responsibility of timely completion of the assignment as per the time schedule indicated herein.

3.0 Time schedule:

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

Time schedule for the Reservation of 83 Ha area of Village Tadkeshwar Tal: Mandavi Dist Surat for Limestone mining for State Government PSU under Section 17(A)(2) & (2A) of the Mines & Minerals (Development & Regulation) Act-1957, in the name of Gujarat Industries Power Company Limited (GIPCL), is as under:

Sr. No	Description of Activities required to be carried out in line to Scope of work	Time required
1	Issue of LOI/Work Order, whichever is earlier to Consultant	*Zero Date
2	Making of application for the Reservation of 83 Ha area of	2 Months

	Village Tadkeshwar Tal: Mandavi Dist Surat for Limestone mining for State Government PSU under Section 17(A)(2) & (2A) of the Mines & Minerals (Development & Regulation) Act-1957, in the name of Gujarat Industries Power Company Limited (GIPCL), at the office of the District Geologist, Surat.	from Zero date
3	Forwarding of the application for the Reservation of 83 Ha area for Limestone mining along with Technical Opinion/ Revenue Opinion/ Forest Opinion from office of the District Geologist, Surat to the office of Commissioner of Geology and Mining (CGM), Gandhinagar	6 Months from Zero date
4	Forwarding of the application for Reservation of 83 Ha area for Limestone mining from office of the CGM, Gandhinagar to the office of Industries and Mines Department (IMD), Government of Gujarat.	9 Month from Zero date
5	Forwarding of the application for Reservation of 83 Ha area for Limestone mining from office of the Industries and Mines Department (IMD), Government of Gujarat with necessary comment to Ministry of Mines, New Delhi.	10 Months from Zero date
6	Obtaining the necessary approval for the Reservation of 83 Ha area of Village Tadkeshwar Tal: Mandavi Dist Surat for Limestone mining in the name of GIPCL, and further follow up for sending back the approval of Ministry of Mines, New Delhi to office of the Industries and Mines Department (IMD), Government of Gujarat.	12 Months from Zero date
7	Obtaining the necessary approval for Block allocation letter of 83 Ha area of Village Tadkeshwar Tal: Mandavi Dist Surat for Limestone mining from office of the Industries and Mines Department (IMD), Government of Gujarat, after receiving the block allocation letter from Ministry of Mines, New Delhi.	15 Months from Zero date
Total (Months)		15

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

4.0

Terms of Payment:

Terms of Payment for Reservation of 83 Ha area of Village Tadkeshwar Tal: Mandavi Dist Surat for Limestone mining for State Government PSU under Section 17(A)(2) & (2A) of the Mines & Minerals (Development & Regulation) Act-1957, in the name of Gujarat Industries Power Company Limited (GIPCL) is as under:

1. GIPCL will pay on submission of required proof **@ 25% of total value** after making an application for the Reservation of 83 Ha area of Village Tadkeshwar Tal: Mandavi Dist Surat for Limestone mining for State Government PSU under Section 17(A)(2) & (2A) of the Mines & Minerals (Development & Regulation) Act-1957, in the name of Gujarat Industries Power Company Limited (GIPCL), at the office of the District Geologist, Surat.

2. GIPCL will pay on submission of required proof @ **20% of total value** after the proposal is forwarded from office of the District Geologist, Surat to the office of Commissioner of Geology and Mining (CGM), Gandhinagar.
3. GIPCL will pay on submission of required proof @ **10% of total value** after the proposal is forwarded from office of the CGM, Gandhinagar to the office of Industries and Mines Department (IMD), Government of Gujarat.
4. GIPCL will pay on submission of required proof @ **5% of total value** after the proposal is forwarded from office of the Industries and Mines Department (IMD), Government of Gujarat with necessary comment to Ministry of Mines, New Delhi.
5. GIPCL will pay on submission of required proof @ **20% of total value** after the necessary approval for the Reservation of 83 Ha area of Village Tadkeshwar Tal: Mandavi Dist Surat for Limestone mining in the name of GIPCL from Ministry of Mines, New Delhi.
6. GIPCL will pay balance on submission of required proof @ **20% of total value** after obtaining the necessary approval for Block allocation letter of 83 Ha area of Village Tadkeshwar Tal: Mandavi Dist Surat for Limestone mining from office of the Industries and Mines Department (IMD), Government of Gujarat.

5.0 Inputs from GIPCL:

1. GIPCL shall provide the Exploration Report of concerned area prepared by Commissioner of Geology and Mining (CGM), Gandhinagar.
2. GIPCL shall provide the block boundary in the kml format.
3. GIPCL shall issue an authorization letter to the Consultant to facilitate collection of various data from Revenue Department/ Govt. of Gujarat.
4. No facility shall be provided by GIPCL to Consultant either at site or at any other place for preparation of the application. All such arrangements have to be made by Consultant.
5. For SLPP visit lodging / Boarding facility shall be arranged by GIPCL at Company Guest House free of cost.
6. Local transport from Bharuch/ Surat for visit to SLPP shall be arranged by GIPCL.

6.0 Deliverable from Consultant/ Successful Bidder:

1. Consultant shall submit the draft application for the Reservation of 83 Ha area of Village Tadkeshwar Tal: Mandavi Dist Surat for Limestone mining for State Government PSU under Section 17(A)(2) & (2A) of the Mines & Minerals (Development & Regulation) Act-1957, in the name of Gujarat Industries Power Company Limited (GIPCL), to GIPCL.
2. After the approval of draft application from GIPCL authorities, the same should be submitted at office of the District Geologist, Surat.
3. Approval Letter for Block allocation letter of 83 Ha area of Village Tadkeshwar Tal: Mandavi Dist Surat for Limestone mining from Ministry of Mines, New Delhi.
4. Block allocation letter of 83 Ha area of Village Tadkeshwar Tal: Mandavi Dist Surat for Limestone mining from office of the Industries and Mines Department (IMD), Government of Gujarat.

7.0 Eligibility or Qualifying Requirement:

- 7.1 Bidder should possess minimum Three years of experience during last five years ending last day of the month previous to the one in which tender is invited in similar nature of jobs like **Providing Consultancy/ Advisory**

Services for obtaining of any Major Mineral Mine leases in Gujarat during the last five years / Consultant possesses experience in making an application of Mineral Lease at State Level and Ministry of Mines, Delhi and should enclose proof of the same. Bidder shall submit necessary evidence for the same like self attested copies of work orders/Work Execution/ work completion certificates from clients. The work completion certificate shall comprise of Order value & Executed value. Bidders should have executed the work directly. **The work executed as a sub-contractor or subletting Consultant shall not be taken in to consideration.**

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

One similar completed/executed work each costing not less than the amount equal to **Rs. 25.50 Lakhs.**

OR

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

OR

Three similar completed/executed works each costing not less than the amount equal to **Rs. 12.75 Lakhs.**

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

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

- 7.4 EMD: Rs. 27,000.00/- (Rupees Twenty Seven Thousand only)** by way of demand draft drawn in favour of Gujarat Industries Power Co. Ltd., payable at SBI - Nani Naroli Branch (IFS Branch Code-SBIN0013423) or Bank of Baroda - Mosali Branch (IFS Branch Code-BARB0MOSALI), Dist. Surat or through online payment gateway of company's website: www.gipcl.com (online Payment form) as per details mentioned @ ANNEXURE A or by way of irrevocable Bank Guarantee in favour of "Gujarat Industries Power Company Limited" from any scheduled public sector/Nationalized Bank or reputed/ leading private sector bank or by way of details for RTGS/NEFT/IFT provided above.

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

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

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

- 7.5** Attested copies of relevant documents duly signed & seal on each & every page shall be submitted. GIPCL may verify the documents, experience certificates issued by concern authority. After opening of technical Bid, if any required attested documents found missing in the Technical Bid submitted by the Bidder, the tender inviting authority may inform to that Bidder by E-mail to submit the missing required documents within stipulated time limit. If Bidder/Bidders fail to submit within stipulated time, their Bid will be declared technically disqualified and no further correspondence will be entertained.
- 7.6** Bidder should have average annual turnover of **Rs. 10.00 Lakhs** during last three financial years i.e. 2016-17, 2017-18 & 2018-19. Bidder shall furnish annual audited financial statement duly certified by Chartered Accountant for the said last three financial years to demonstrate the financial healthiness of the company. The balance Sheet and Profit and Loss Account must be in the name of the company. Any type of MOU for this purpose will not be entertained. Where audit is not applicable to the bidder as per applicable laws of the land, due certification by a qualified Chartered Accountant who should be a member of the Institute of Chartered Accountants of India of the said turnover for the said last three financial years will have to be done & furnished.
- 7.7** The Bidder has to submit INCOME TAX Permanent Account Number (PAN) & GST registration number. Copies of the same shall be submitted.
- 7.8** The net worth of the bidder should be positive as evidenced from audited accounts of last financial year i.e. 2018-19, audited/certified by a qualified Chartered Accountant who should be a member of the Institute of Chartered Accountants of India.
- 7.9** If Bidder or its Partner(s) or Director(s) is /are/was Black Listed / Deregistered/ Stopped or banned from dealing in the past by any Govt of Gujarat Undertakings / Depts./ Authorities and Govt. of Gujarat supported companies /Undertakings / Organizations, Bid of that party may be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage. Bidder shall have to submit "Declaration for Contractual Litigations" as amended in Forms attached.
- 7.10** Bidder shall have to submit the "Declaration-cum-Undertaking for Compliance of Safety Laws and Regulations" as amended in Forms attached.

If any Major Violation of any safety Law(s) / Rule(s) is / are found during the preceding Three (3) years i.e. 2016-17, 2017-18 & 2018-19, bid of that party will be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage.

If any of the details submitted in the prescribed Forms to the Bid is/are found to be false, incorrect at any time in future, then the Contract awarded to that Bidder/ Contractor shall be liable to be terminated forthwith without any notice / correspondence and Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur

and that no further correspondence shall be done in this regard at any stage. Further, Performance Security Deposit will also be liable to be forfeited. Any dues to GIPCL from the Bidder / Contractor shall be recovered from the pending bills or any other dues payable to the Bidder / Contractor, if any or otherwise through any other recourse available under the Laws.

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

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

8.0 EVALUATION OF BIDS

- 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 total amount shall be considered for deciding the comparatively 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 reverse e-auction.
2. **However, lowest total amount shall be considered as the base rate which will put up for starting e-Reverse Auction.**
3. Reverse e-auction shall be for reducing the lowest total amount and the bidders have to reduce their total amount in decrement of value as decided before start of e-Reverse Auction. After Reverse e-Auction process, L1 bidder shall be decided based on the lowest total amount bid.
4. L1 Bidder, declared after the Reverse e-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 GM (Mines). The payment of the certified amount of the Running bills shall be due 15 days after submission, by contractor, of running bill completed in all respect after deducting therefrom: -

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

10.0 Escalation:

The rates accepted shall be firm for entire duration of the contract including,

modification thereof, if any, as stated at clause 3.0 above. No escalation what so ever shall be payable.

11.0 Liquidated Damages:

Liquidated damages will be levied at the rate of 1% of the contract value of Individual Items (Block allocation letter of 83 Ha area of Village Tadkeshwar Tal: Mandavi Dist Surat for Limestone Mining) for per week of delay of the given time schedule on Clause No. 3.0, subject to a ceiling of 10% of the total contract price including GST except for the delay not attributable to the Consultant.

12.0 Documents comprise the bid:

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

PART-I

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

- 1. Details of the past performance of the Consultant on work of similar nature and details of current work in hand and their contractual commitment in the Form-A.**
2. Consultant shall provide evidence to GIPCL of their capability and adequacy of resources for obtaining of any Major Mineral Mine leases in Gujarat during the last five years / Consultant possesses experience in making an application of Mineral Lease at State Level and Ministry of Mines, Delhi
3. Tender Fee of **Rs. 2,950/- (Rupees Two Thousand Nine Hundred Fifty only)** (non refundable, inclusive of 18% GST) shall be submitted through RTGS or through online payment as per details provided above.
4. Earnest money deposit of **Rs. 27,000.00/- (Rupees Twenty Seven Thousand only)** by way of demand draft drawn in favour of Gujarat Industries Power Co. Ltd., payable at SBI - Nani Naroli Branch (IFS Branch Code-SBIN0013423) or Bank of Baroda - Mosali Branch (IFS Branch Code-BARB0MOSALI), Dist. Surat or through online payment gateway of company's website:www.gipcl.com(online Payment form) as per details mentioned @ ANNEXURE A or by way of irrevocable Bank Guarantee in favour of "Gujarat Industries Power Company Limited" from any scheduled public sector/Nationalized Bank or reputed/leading private sector bank or by way of RTGS/NEFT/IFT, details for RTGS/NEFT/IFT provided above.
- 5. Details of time schedule as specified in the tender document along with various activities to be taken up needs to be furnished.**
- 6. Deviation from tender specification in respect of technical and commercial terms and conditions.**
7. Declaration for Contractual Disputes/ Litigations.
8. Status of Consultant i.e. Name of the Consultant, Address, Registered Office, Telephone Number, Fax Number and E-mail Address **in the Form-B.**
9. Bid document duly signed by contractor on each page.
10. GST Number

11. PAN Details

12. To participate in Reverse e-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.

Consultant shall submit hard copy/soft copies/scanned copies of the supporting documents as above, required for Part-1 at below mentioned address duly marking the envelope as **Bid for Appointment of Consultant for Reservation of 83 Ha area of Village Tadkeshwar Tal: Mandavi Dist Surat for Limestone Mining on or before January 20, 2021 up to 17.00 hrs.**

General Manager (Mines)

Gujarat Industries Power Company Limited,

Surat Lignite Power Plant,

At & P.O. Village: Nani Naroli,

Taluka Mangrol,

Dist. Surat-394 112, Gujarat

Phone: (02629) 261063-72/87.

E-Mail Ids.: - pcgoyal@gipcl.com & avgupta@gipcl.com

PART-II

Consisting of the price schedule, shall be submitted online through the website <https://www.nprocure.com> only on or before dated **January 18, 2021 up to 17.00 hrs.**

Prices shall be quoted in Indian Rupees only.

Sr. No.	Item	Unit	Amount (in Rs.)
1.	Reservation of 83 Ha area of Village Tadkeshwar Tal: Mandavi Dist Surat for Limestone mining for State Government PSU under Section 17(A)(2) & (2A) of the Mines & Minerals (Development & Regulation) Act-1957.	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, Surat, Gandhinagar and Delhi or any other place for**

discussion and liasoning with relevant authorities and business developmental expenses.

- e) The lump sum price includes all costs associated with the Reservation of 83 Ha area of Village Tadkeshwar Tal: Mandavi Dist Surat for Limestone mining for State Government PSU under Section 17(A)(2) & (2A) of the Mines & Minerals (Development & Regulation) Act-1957, in the name of Gujarat Industries Power Company Limited (GIPCL).
- f) All costs arising out of the site visit, CGM Office, Surat / Gandhinagar, IMD, Gandhinagar/ Delhi shall be borne by the Consultant.
- g) **GST shall be paid by GIPCL over & above the rate/lump sum amount quoted by the bidder as applicable to the subject contract as per extant GST laws.**
- h) The lowest total amount shall be considered for deciding the comparatively 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 total amount shall be considered as the base rate which will put up for starting Reverse e-Auction.
- i) Reverse e-auction shall be for reducing the lowest total amount and the bidders have to reduce their total amount in decrement of value as decided before start of Reverse e-Auction.
- j) After Reverse e-Auction process, L1 bidder shall be decided based on the lowest total amount.
- k) L1 Bidder, declared after the Reverse e-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 **January 18, 2021 up to 17.00 hrs.**

14.0 Award of contract:

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

15.0 Performance Security:

A Performance Security Deposit @ 10% of contract value (excluding GST) shall be applicable on the Contract Work. Consultant will furnish to GIPCL, within 07 days of issue of LOI/WO, whichever is earlier, performance security deposit (SD) in the form of Demand Draft drawn in favour of Gujarat Industries Power Co. Ltd., payable at Surat ~~Bareda~~ or by way of irrevocable Bank guarantee from any Nationalized Bank including Public Sector bank, IDBI Ltd, AXIS Bank, HDFC Bank, ICICI Bank, Kotak Mahindra bank, Ratnakar Bank, IndusInd Bank, Karur Vysya Bank, DCB Bank, ING Vyasya Bank or The Kalupur Commercial Co-operative Bank Ltd, Rajkot Nagrik Sahakari Bank Ltd, The Ahmedabad Mercantile Co-operative bank Ltd, The Mehsana Urban Co-operative Bank Ltd, Nutan Nagrik Sahakari Bank Ltd or from any reputed/leading private sector bank. The BG shall also be ~~maintained~~ valid for

at least three months after the completion of the contract period.

16.0 Foreclosure of Contract in full or in Part:

If at any time after acceptance of the tender, GIPCL decides to abandon or reduce the scope of the work for any reason whatsoever GIPCL, shall give notice of 30 days in writing to that effect to the Consultant. In the event of abandonment/ reduction in the scope of work, GIPCL shall be liable to pay the Consultant at the contract rates, full amount for works executed and measured at site up to the date of such abandonment/ reduction in the work.

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

17.0 Cancellation of LOI and termination of Contract:

- a) If the Consultant fails to visit GIPCL within 07 days of issue of LOI/WO whichever is earlier along with performance security deposit, as per Clause No. 2 to collect relevant data, GIPCL reserves the right to cancel the LOI and award of work to the other Consultant. However, GIPCL reserves right to extend this period of 7 days, if the circumstances causing delay are found genuine & convincing.
- b) If the Consultant fails to maintain the time schedule as per Clause No. 3 & goes beyond the limits of Liquidated Damages as per Clause No. 11, GIPCL will have right terminate the Contract and will have right to get the work completed from any other Consultant / Consultant at the cost & risk of the Consultant.
- c) Management reserves the right to terminate the Contract at any time, without assigning any reason, whatsoever, by giving a notice period of ONE month from the date of Notice of termination of the Contract. Consultant will not be entitled for any compensation / damages / losses, whatsoever, on account of such termination of the Contract.

18.0 TERMINATION:

1. GIPCL may terminate the contract after due recoveries of pending jobs/damages after giving 15 days' notice to Consultant if any of the following events occur :—
 - a. Consultant is adjudged as insolvent.
 - b. Consultant has abandoned the contract i.e. Consultant fails to perform the obligations under the contract for a period of One month.
 - c. Consultant fails to proceed with the work with due diligence as per requirements of the contract.
 - d. Any of the licenses, permissions or registrations of Consultant as required under the applicable laws are discontinued/ cancelled or not renewed in time.
 - e. Consultant has neglected or failed persistently to observe or perform his obligations under the contract or performs unsatisfactorily
 - f. Consultant is found to have acted in breach or violation of any of the safety norms persistently, applicable labour and other laws in relation to the contract and his obligations therein. Consultant

commits a breach of the contractual terms and conditions.

2. GIPCL shall give a 15 days' notice period to Consultant to rectify the breach, failing which the contract shall stand terminated on the last date of the notice period without requiring any further notice from GIPCL in that behalf.
3. Upon such termination, the outstanding dues of Consultant shall be settled subject to the amounts recoverable by GIPCL under the contract from Consultant.

19.0 FORCE MAJEURE:

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

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

20. INDEMNITY:

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

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

21.0 GOVERNING LAW AND JURISDICTIONS:

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

22.0 ARBITRATION

All disputes, differences, claims and questions, whatsoever, which may arise either during the continuance of this contract or afterwards between the Supplier and GIPCL, touching the interpretation and / or the execution of any clause of this contract, or any other act, deed or commission / omission by

any party or as to any other matter in any way relating to these clauses or right, duties, obligations or liabilities or either party under these clauses shall be referred to a Sole Arbitrator under the provisions of The Arbitration And Conciliation (Amendment) Act, 2019 or any statutory modification thereto or re-enactment thereof in force from time to time. The seat and venue of such arbitration shall be Surat, Gujarat state only. The arbitration shall be conducted in English language.

Form – A

EXPERIENCE OF ORGANISATION

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

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

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

Signature of Authorized Signatory

Full Name of the Organization

Address, email & Contact Numbers of the Organization

Note:

- 1) Details of the past performance of the Consultant on work of similar nature and details of current work in hand and their contractual commitment in the **Form-A**.
- 2) **Consultant shall provide evidence to GIPCL of their capability and adequacy of resources** for obtaining of any Major Mineral Mine leases in Gujarat during the last five years / Consultant possesses experience in making an application of Mineral Lease at State Level and Ministry of Mines, Delhi.
- 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.

FORM – B

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

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

Name of Bidder/ Firm :

Signature of Bidder :

Seal of Company :

Designation :

Date :

(To be submitted on Company's Letter Head)

DEVIATION FROM TENDER TERMS & CONDITIONS

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

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

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

(To be submitted on Company's Letter Head)

Declaration for Contractual Litigations

Please Tick (✓) whichever is correct option

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

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

Please Tick ()

OR

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

Please Tick ()

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

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

Signed and Stamped by the Authorized Signatory of the Bidder

Annexure-A

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

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

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

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

After entering the details, click on SUBMIT Button.

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

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

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