

GUJARAT INDUSTRIES POWER COMPANY LIMITED AT PO PETROCHEMICALS, DIST. VADODARA 391346(GUJARAT) Phone Nos.: EPABX (0265) 2230182,2232768

Tender Document
For
Supply, Transportation, Unloading and stacking of 45,000
MT of Limestone
Bid No.: GIPCL/MATL/LIMESTONE/2017-18

Tender enquiry comprises of followings annexure:

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NOTICE INVITING TENDER (NIT) TENDER NO.:GIPCL/MATL/LIMESTONE/2017-18

Tender No	GIPCL/MATL/LIMESTONE/2017-18
Name of work	Supply, Transportation, unloading and stacking of 45000MT Limestone at GIPCL-SLPP site
Place of work	Surat Lignite Power Plant, Village: Nani Naroli,
	Taluka: Mangrol, Dist.: Surat- 394110 (Gujarat).
Quantity	The successful Bidder will be awarded this contract for supply, transportation, unloading and stacking of up to 45000MT Lime Stone.
Contract period	Till Completion of Quantity
EMD	Rs.7,50,000/- (Rupees Seven Lakh Fifty Thousand only) by Demand Draft/ BG in favor of Gujarat Industries Power Co. Ltd. And payable at Vadodara mentioned in this tender in subsequent clauses.
Cost of tender document / tender fee	Rs. 10,000/- (Rs. Ten Thousand Only) by Demand Draft in favor of Gujarat Industries Power
	Co. Ltd. payable at Vadodara
Tender Issue Date	•
Tender Issue Date Last date of online submission of offer	Co. Ltd. payable at Vadodara
Last date of online submission	Co. Ltd. payable at Vadodara 12.06.2017 03.07.2017 up to 12:30 hrs. on website: https://www.nprocure.com
Last date of online submission of offer Availability of online e-Tender document	Co. Ltd. payable at Vadodara 12.06.2017 03.07.2017 up to 12:30 hrs. on website: https://www.nprocure.com
Last date of online submission of offer Availability of online e-Tender document Security Deposit cum	Co. Ltd. payable at Vadodara 12.06.2017 03.07.2017 up to 12:30 hrs. on website: https://www.nprocure.com On website: https://www.nprocure.com

NOTES:

- 1. Amendment / corrigendum of the tender document, forms, schedules, etc... may be done any time by the GIPCL during the period of publication of tender in the website. The Bidders are required to visit the website regularly till the last date & time of Bid submission.
- 2. GIPCL reserves the right to reject any or all the tenders without assigning any reason thereof.
- 3. The Bidders are required to quote the rate strictly as per the terms and conditions mentioned in the tender document, adhering to technical specifications as well.
- 4. The Bidders are required to submit their Bids online only through the website https://www.nprocure.com
- 5. The EMD, Tender fee & other supporting documents are to be submitted in physical form only at the following address:-

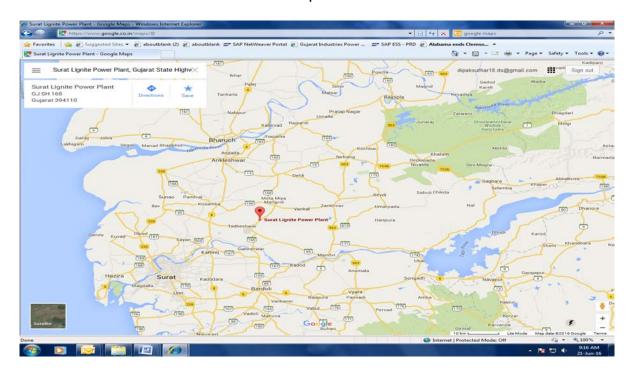
Dy. Gen. Manager (Materials & Contract)
M/s Gujarat Industries Power Company Limited
P.O.Petrochemical-391346 Dist: Vadodara, Gujarat-India
E-mail: bcshah@gipcl.com, slpppur@gipcl.com

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PLANT SYNOPSIS:-

Gujarat Industries Power Company Limited (GIPCL) (henceforth be named Company/GIPCL), is a Premier Power Utility in the State of Gujarat with an installed capacity of 810 MW and 5 MW Solar Power Plant. GIPCL has also commissioned 112.40 MW Wind Energy Farm as well as each 1 MWp Distributed Solar Power Projects at two locations in Gujarat viz. at Village: Amrol, Dist.: Anand and at Village: Vastan, Taluka Mangrol, Dist.: Surat.

Surat Lignite Power Plant (SLPP) with four units of 125 MW capacity each is located at Village: Nani Naroli, Taluka: Mangrol, District: Surat in Gujarat. GIPCL has also operating its own captive Lignite and Lime Stone Mines close to the Power Plant. The Power Plant is based on Circulating Fluidized Bed Combustion (CFBC) technology for the Boilers, where Lignite is burnt along with Lime Stone in the Combustor of the Boiler. Location Map for SLPP is as under.



LOCATION OF THE PLANT:-

Surat Lignite Power Plant is accessible by road from Kim and Kosamba, which are on Bombay -Ahmedabad NH-8. From Kosamba, site is around 32 kms, out of which 27 kms is part of the National and state highway and balance 5 kms is district road. From Kim, the site is around 18 kms, out of which 13 kms is the state highway and balance 5 kms is district road. The nearest broad gauge railway line is at Kim, which is around 21 kms from the power plant. Surat is approximately 50 km from the plant.

SECTION-A (PRE-QUALIFICATION CRITERIA)

1. Tender Fee:

Rs.10,000/- (Rupees Ten Thousand Only) by demand draft drawn in favour of Gujarat Industries Power Company Limited payable at Vadodara.

2. EMD

Bidder has to submit an EMD of Rs. 7, 50,000 /- (Rupees Seven Lacs fifty thousand only) along with tender. The EMD shall be in the form of either –

a) A crossed bank Demand Draft in favour of Gujarat Industries Power Co. Ltd. payable at Vadodara.

OR

- b) An irrevocable Bank Guarantee drawn on any Nationalized Bank including public sector bank, ICICI Bank, HDFC Bank, IDBI, KALUPUR Commercial Co-operative Bank, Kotak Mahindra Bank, Yes Bank, Ratnakar Bank, IndusInd Bank, Karur Vysya Bank, DCB bank, ING Vyasya Bank, Rajkot Nagrik Sahakari Bank Ltd, The Ahmedabad Mercantile Co-operative Bank Ltd, The Mehsana Urban Co-operative bank Ltd or Nutan Nagrik Sahakari bank Itd in favour of Gujarat Industries Power Company Ltd. Proforma of BG is enclosed herewith as SECTION-F.
- c) Incase EMD is paid in the form of BG, it should be valid for 180 days from the due date of submission of offer. The EMD of the unsuccessful bidders will be returned to them after the award of the work order to the successful bidder. Any bid not accompanied with EMD will be rejected. In case, any Bidder withdraws the bid within the validity period, the EMD of the bidder will be forfeited.
- d) No interest shall be payable on EMD.

3. PRE-QUALIFICATION CRITERIA.

The following criteria shall be adopted for qualifying the Bidders for further processing.

- a) Bidder/Consortium should produce evidence of having experience of successfully completed supply of limestone during Three years out of last five years ending last day of the month previous to the one in which tender is invited. The experience should be any of the following:
 - 1. One similar completed work Order for Quantity not less than 27,000 MT (the Quantity equal to 60% of the total estimated quantity).

OR

2. Two similar completed work Order each Quantity not less than 18,000 MT (the Quantity equal to 40% of the total estimated quantity).

OR

3. Three similar completed work Order each Quantity not less than 13,500 MT (the Quantity equal to 30% of the total estimated quantity).

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

- b) Annual turnover of the Bidder / Consortium should not be less than Rs. 5 Crores per annum during the last three financial year 2016-17, 2015-16, 2014-15. Bidder shall submit certified copies by chartered accountant of Balance Sheet and Statement of Profit and Loss for the last 03 (three) financial year 2016-17, 2015-16, 2014-15
- c) Net worth of the Bidder should be (+)ve for last three financial years.
- **d)** The Bidder has to submit INCOME TAX Permanent Account Number (PAN), TIN/VAT no. of the firm. Copies of the same shall be submitted.
- e) Bidder should provide copy of service tax registration
- f) Bidder should provide copy of VAT / CST / GST registration
- g) Bidder / Consortium should have mining lease of Limestone as Major Mineral in their name and copy of the valid certificate issued by Mining & Geology Department for mining lease to be enclosed with bid documents or Bidder should have tie up with one or more such agencies. In case of renewal of Mining Lease, bidder should submit Xerox copy of an application made to the State Government for the renewal of mining lease through collector of concerned district. Bidder also should have Environment Clearance for that Limestone Mine as Major Mineral and validity of EC should be at least 6 months from the date of closing of tender.

OR

If party is supplying limestone from Soda Ash manufacturer, the above shall not be applicable. However party to submit documentary evidence for consent of manufacturer to supply required quantity to GIPCL.

- h) Bidder should have ownership/ Tie up with Transport Company for at least 50 Nos fleet of Trucks for transportation of limestone. Documentary evidence is to be submitted.
- i) The fleet of trucks to be deployed for the Limestone transportation to SLPP (GIPCL) shall carry all valid permits from concerned Road and Transport Authorities. Drivers shall have valid driving license.

- j) Bidder should submit documentary evidence clearly indicating organization structure whether the firm is proprietary / partnership / private limited / public limited etc.
- k) Consortium of limestone supplier and transporter wish to participate against this tender, can jointly participate. A Consortium Member of a Bidding Consortium shall be required to individually meet either the Qualifying Techno-commercial Qualifying Criteria or the Financial Qualifying Criteria. A consortium formed for the purpose of this bid shall be permitted only if the following conditions are met:
- I. The number of consortium partners should not be more than two, and they should have proper and legally enforceable working arrangements in the form of agreement (refer **SECTION- G**). A copy of such registered agreement should be submitted along with Part I: Pre-qualification /Technical /Un price commercial Bid.
- II. The lead member shall be responsible for execution of the contract. An undertaking to this effect shall be submitted along with the bid. (refer SECTION- H)
- III. The consortium partners shall be jointly and severally liable for all the contractual obligations. They should have total commitment to fulfill all the terms and conditions of the contract during the contract period.
- IV. The consortium shall nominate a leader of consortium who shall be responsible for contract related compliances, contractual obligations, correspondence and transactions with GIPCL.
- V. Bids submitted by a consortium shall comply with the following requirements
 - 1) The bid documents shall be signed by the authorized persons of the Consortium Members (refer to sub-clause 2 below) and a copy of the Registered Agreement signed by both the partners shall be enclosed.
 - 2) One of the Consortium Members shall be nominated as being in the Leader of Consortium; and a power of attorney to this effect signed by duly authorized signatories of the partners shall be submitted along with the bid document
 - 3) The Leader of Consortium shall be authorized to make correspondence with GIPCL on behalf of any or both partners of the consortium and shall be responsible for execution of the entire contract and to ensure that the same is executed by the other member of the Consortium.
- I) Attested copies of relevant documents duly signed & sealed on each & every page shall be submitted. The above documents will be analyzed and after satisfaction, the Price Bid will be open. 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 only once 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.

- m) The Bidder shall submit all the evidences, documents, attested copies of work orders & work completion certificates etc... as a proof with EMD &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.
- n) Bidder has to submit test report of Limestone available with them, and intend to supply against this bid, along with technical bid document. Moreover party has to mention the Source of Limestone along with technical bid. If party wants to change the source other than mentioned in the Bid due to whatsoever reason than prior approval of GIPCL is must and party has to attach the test report with request application for alternative source of supply. The successful bidder shall provide 10 Kg sample within one week of receipt of LOI.
- **o)** Bidders are advised to visit the SLPP site preferably within 10 days from the date of issue of tender for understanding of detail scope of job.

Section-B (Technical Specifications)

Sr. No.	Item Code	Item Description	Estimated Quantity (MT)
1	765001002	LIMESTONE CACO3 ≥ 85 % MOISTURE ≤ 3.5% Hardness≤ 2.5 Moh Silica ≤ 10 % HGI (Hard grove Grindability Index): ≥ 60	45,000 MT
		SIZE: Less than150 mm	

SECTION-C (COMMERCIAL TERMS & CONDITIONS OF CONTRACT):

1) Scope of work:

- ➤ Delivery of limestone at GIPCL (SLPP) site at Nani Naroli, Taluka Mangrol, District: Surat i.e. supply, transportation, unloading and stacking of limestone as per instruction given by GIPCL site Engineer from time to time.
- Bidder has to deploy required resources like JCB for unloading of limestone from trucks if required and Loader machine for stacking of Limestone as per plant requirement.
- Contractor shall have to deploy labors for manual unloading for balance quantity left out after mechanized unloading. One supervisor is to be deployed for coordination of entire activity at GIPCL site.
- Unloading and stacking of the lime stone sites shall be selected from following locations inside the plant as per plant requirement under instruction of engineer in charge time to time.

Hopper 1(above BFD LS-1) at Limestone Stock Yard
Hopper 2 (above BFD LS-2) at Limestone Stock Yard
Limestone Stock pile 1 (Open Ground near to Hoppers)
Limestone Stock pile 2 (inside covered lignite shed near BCN 2A)
Limestone Stock pile 3 (inside covered lignite shed near BCN 2C)

- ➤ Leveling and stacking or heaping of limestone from time to time shall be in scope of bidder. Required equipments like Dozer, JCB, loader etc. for carrying out above job shall be in the scope of bidder.
- ➤ Bidder shall deploy one supervisor for monitoring of such activity, maintaining records and co-ordination with GIPCL officials.
- Necessary labour, tools, tackles with all consumables; safety equipments & Personal Protective Equipments (PPEs) for the manpower deployed in the site etc... shall be provided by bidder. These costs are deemed to be included in quoted rates.
- ➤ Transportation, accommodation, storage, food, medical, employee compensation insurance etc. to your labour, supervisors, staff shall be in your scope.
- ➤ Bidder shall follow all safety rules and regulation as per GIPCL norms.
- Quoted rate of Limestone should include all above activities.

2) PROCEDURE FOR OFFER SUBMISSION:-

You shall submit your offer in two parts bid as follows:-

Part-I: Pre-qualification /Technical /Un price commercial Bid:-

This bid shall consist of following:

- Tender fee, EMD, documents related to Pre-qualification as mentioned at Section- A to be given in separate sealed envelope duly superscribed " Tender Fee, EMD, Pre-Qualification document"
- ii. Confirmation & acceptance of technical specifications indicated at Section-B.
- iii. Confirmation & acceptance to all commercial terms and conditions indicated at Section-C.
- iv. Deviation sheet Annexure-D, indicating deviation, if any, should be submitted duly signed & stamped by the authorized signatory.
- v. Un-priced copy of Price Bid duly singed and stamped as per Section –E.
- vi. Format of Bank Guarantee for EMD as per Section-F
- vii. Form of Consortium Agreement as per Section-G
- viii. Form of Power of Attorney for Consortium Members as per Section-H
 - ix. A copy of bid document duly signed and stamped on each page as mark of acceptance of the bid terms and condition.

The bidder shall confirm the list of documents as per format given at Annexure-K

Part-II:

Price Bid:

The price bid to be submitted only against e-tender through (n) Procure, Ahmedabad. Physical bid shall not be considered/entertained. Submission if priced bid in physical form will result in disqualification of the bidder

The following criteria to be considered while submission/evaluation of offer.

- 1. The rates should be as per format only.
- 2. Conditional price shall not be considered for evaluation.
- 3. The evaluation of rates shall be done based on the total of Part-A +Part-B of Section-E and the lowest bid shall be worked out accordingly.

EMD, Tender fee to be submitted on or before the date of closing of tender up to 17.30 hrs. EMD and Tender fee to be submitted to:

Dy. General Manager (SCM)
Gujarat Industries Power Co. Ltd.
P.O. Petrochemical
Dist.: Vadodara- 391346
Gujarat – India

Reverse Auction:

<u>Lowest 50% out of total eligible Bidders</u> (rounded to the next higher whole number) <u>or Minimum three (03) eligible bidders</u>, whichever is higher, shall be invited for participation in e-Reverse Auction through n-procure platform.

Decremental value and duration for the e-Reverse Auction shall be informed to the qualified bidders before start of e-Reverse Auction. The L1 (Lowest Per tonne Remuneration in Rs/tonne) shall be put up for starting e-Reverse Auction. e-Reverse auction shall be for reducing the Per tonne Remuneration in Rs/tonne of Supply, Transportation, unloading and stacking of limestone and the bidders have to reduce their Per tonne Remuneration in Rs/tonne in decrement of value as decided before start of e-Reverse Auction.

After e-Reverse Auction process, L1 bidder shall be decided on lowest Per tonne offer in Rs/tonne of Supply, Transportation, unloading and stacking of limestone

3) RIGHT OF REJECTION OF TENDERS

- a. GIPCL reserves the right to accept or reject any Bid or to cancel the Bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders regarding the same.
- b. Any Tender without EMD and Tender fee will be treated as non responsive and shall be rejected at the outset & no further correspondence shall be entertained regarding this.
- c. GIPCL reserves the right to debar any Bidder from participation in future Bids if such Bidder has quoted an abnormally low rate in the Bid document/price Bid.

4) Weighment:-

The weighment done at GIPCL weighbridge shall be final & binding to supplier. Weighment tolerance 0.5% of total received quantity during the fortnight shall be allowed.

If any shortages found more than above tolerance then actual quantity received at GIPCL site as per the weighment shall be considered as final and payment shall be made based on actual receipt quantity only.

If the actual receipt quantity is higher than challan quantity then challan quantity shall be considered.

The weighment of limestone at GIPCL weighbridge shall be done in two shift 1st and 2nd shift i.e. from 6 AM to 10 PM.

5) Contract Quantity & Time Schedule:

Maximum Total Quantity	45,000 MT
Fortnight Supply	As per tentative schedule indicated below
	Commencement of delivery at GIPCL site should be from 11 th day from the date of issue of Letter Of Intent (LOI)/Purchase Order.

Tentative Supply Schedule:

Fortnight	Quantity (In Te)
01/08/2017 to 15/08/2017	7000.00
16/08/2017 to 31/08/2017	8000.00
01/09/2017 to 15/09/2017	7000.00
16/09/2017 to 30/09/2017	8000.00
01/10/2017 to 15/10/2017	7000.00
16/10/2017 to 31/10/2017	8000.00
Total	45000.00

Successful bidder has to supply limestone as per tentative schedule as above unless until instructed by GIPCL for reduction/revision of quantity. The revised supply schedule, if any, shall be intimated by GIPCL in writing before one week's time.

The quantities of limestone are only indicative/ estimated and same shall solely depend on actual requirement of the power plant.

GIPCL shall have sole discretion to vary the quantity of limestone based on the requirement of the power plant for generation of electricity from time to time.

The Bidder / Contractor has agreed and understood the requirement of limestone by Power Plant and it may vary from time to time, to which the Bidders/Contractor shall not have any objection. Accordingly, the Contractor shall not be entitled to any compensation or indemnity on account of variation in the quantity of limestone.

6) Right of the owner:

GIPCL reserve the rights to reduce the quantity or short close the ordered quantity at any stage.

GIPCL shall intimate two weeks in advance before short closing the contract. No financial claim shall accrue in such cases on GIPCL.

7) VALIDITY OF OFFER:-

Your offer shall remain valid for **90days** from the due date of tender.

8) ROAYLTY & TAXES:-

The successful bidder shall ensure the payment of Royalty and all other applicable statutory taxes, duties and levies to the conserned Authorites for the quantity of Lime Stone supplied to GIPCL and shall submit documentary evidence for the same. Royalty shall be in the name of Limestone Mineral only. It should not be in the name of Marble Khanda, Marl and Calcite Mineral. Each consignment must carry royalty gate pass.

You shall indicate royalty and other statutory payment & taxes, duties clearly in the price bid.

9) Price Variation Clause:

Price of Lime Stone shall remain firm throughout the contract period & shall not be subject to any price variation, except price variation due to change in diesel prices and any statutory variation in rate of royalty.

The price variation formula shall be as follows:

For every increase / decrease in diesel price by every Rs 1.00/Litre, an effect of Rs 2.50 per MT Per 100KM shall be given on pro-rata basis. Average price on fortnight basis shall be considered for price escalation clause i.e. average price of 1st to 15th of the month for diesel shall be considered as price of diesel for 1st fortnight period and same way for second fortnight. Any variation in diesel price for less than Rs. 1.00/Liter shall not be considered for price variation formula. Also, the effect shall be given to the quantity which is received at GIPCL site during that fortnight period and not on dispatched basis.

The diesel price of IOCL petrol pump at Nani Naroli Dist: Surat shall be considered for price variation.

The base price for calculation of diesel variation is Rs 62.42 (Diesel Price as on date 12.06.2017 of IOCL petrol pump at Nani Naroli, Dist Surat, Gujarat).

10) Distance:

You shall clearly indicate the location of mines/Loading site and distance of same from our site in your bid (pre-qualification cum techno commercial bid). The same should be as per below format given at section-K

Location of mines/loading site from where Limestone shall be supplied to GIPCL	
Distance from above location to SLPP-GIPCL, At: Nani Naroli, Taluka: Mangrol, District: Surat, Gujarat	
(in case of more than one location of source of supply, average distance to be specified)	

This distance shall be considered for price variation clause and shall remain same throughout the contract period.

11) Statutory compliance: -

All the trucks placed for transportation of Lime stone should comply all the statutory requirements from the appropriate authorities. You shall load vehicle as per the RTO guidelines and overloading shall not be allowed.

12) TERMS OF PAYMENT:-

- i) You shall submit bill along with all document for supply of Lime Stone on every fortnight and payment shall be released within 15 days there after i.e. for supply of Lime stone from 1st to 15th (1st fortnight) of any month, your bill shall reach latest by 20th of the month and payment shall be released by 5th of the next month and same way for second fortnight.
- ii) Outstanding amount, if any, against deduction/verification shall not attract any interest.
- iii) Disputed amount, if with held, shall be released only after completion of total contract and supply on resolution of the particular dispute to an amicable and agreeable solution.

13) Inspection and acceptance:-

GIPCL engineer shall inspect / test the materials at our site after receipt of consignment and GIPCL report shall be considered as final.

You shall supply lime stone as per the specifications enclosed at annexure-B.

A composite sample shall be prepared on daily basis for analysis of lime stone supplied by you i.e. randomly sample shall be taken from receipt of limestone on daily basis and then after one composite sample shall be prepared from such random sample for inspection / testing daily.

Number of samples/ frequency of sample and type of test to be carried out shall be at the sole discretion of concerned operation In-Charge. If quality specifications are not met, following penalty shall be applicable.

50% of the composite sample, So prepared, shall be kept as reference sample by GIPCL. In case of any dispute ,the parties to the contract shall have right to get the reference sample tested at any authorized/ NABL accredited laboratory.

14) Penalty:-

Day wise testing report shall be given at fortnight interval and if any deviation is there, supplier has to inform us within fortnight period from the date of report sent.

For CaCo3:

If CaCo₃ is less than 85% for supply of limestone for any day, proportionate amount shall be deducted for the quantity supplied during that particular day.

Deduction per MT shall be as per below formula:

Total landed cost of limestone per MT including transportation

Χ

[1 – (% CaCo₃ of supplied limestone /85 %)]

For moisture:

- 1. Moisture higher than 3.5 %- but less than or equal to 5% then penalty shall be levied @ Rs 25/- per MT for entire day supply
- 2. Moisture more than 5%- Then penalty shall be levied @Rs.50/- PMT for Lime Stone received during entire day.
- 3. Moisture more than 5.5%, Material shall be rejected and no payment for material as well as transportation will be paid by GIPCL for Limestone received during the entire day.

For HGI

Hardgrove grindability index less than 60, Material shall be rejected and no payment for Material as well as transportation will be paid by GIPCL. The party shall have to lift /segregate the rejected material at their risk and cost.

For Hardness

Hardness more than 2.5 Moh ,Material shall be rejected and no payment for Material as well as transportation will be paid by GIPCL. The party shall have to lift /segregate the rejected material at their risk and cost.

15) DEDUCTIONS / RECOVERY:

The Liquidated damages will be leviable after end of every fortnight on the shortfall in the quantity of delivered limestone to be transported specified in respect of that particular fortnight, at the following rates. For LD the tentative schedule for supply on fortnight basis at clause no 5 shall be considered.

Shortfall in the delivered limestone	Rate for Liquidated damages for
quantity	shortfall quantity
Up to 5% of the prescribed quantity in	Rs 100/- per MT shall be applicable for total shortage
fortnight.	quantity of fortnight supply.
Up to 10% of the prescribed quantity	
in fortnight.	applicable for total shortage
	quantity of fortnight supply.
More than 10% of the prescribed	•
quantity in fortnight.	applicable for total shortage quantity of fortnight supply.

Also any cost, charges or expenses which GIPCL may have paid for which, under the contract, you are liable, will be claimed by GIPCL. All such claims shall be debited/recovered from your bill/amount due.

16) CONTRACT SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE

As a Contract Security, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Bank Guarantee (PBG)/Contract security deposit in favor of Gujarat Industries Power Company Limited for guarantee amount at 10% of the "Total Contract Price" from any Nationalized Bank including Public Sector bank-IDBI Ltd or AXIS Bank, HDFC Bank, ICICI Bank or Kotak Mahindra bank, Yes 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 Ahmadabad Mercantile Co-operative bank Ltd, The Mehsana Urban Co-operative Bank Ltd, Nutan Nagrik Sahakari Bank Ltd in the format attached in Section-I, and it shall guarantee the faithful performance of the 'Contract' in accordance with the terms and conditions specified in these documents and specifications. Contract security deposit shall be submitted strictly within fifteen days from the date of LOI or work order, whichever is earlier. The guarantee shall be valid up to retention period of three months from the contract completion date. The Guarantee amount shall be payable to the Company in Bidder's home currency without any condition whatsoever.

The Performance Bank Guarantee (initial security deposit) will be returned to the Vendor/Contractor without any interest at the end of the 'Retention Period' after completion of contract and on fulfilling contractual obligations throughout the retention period. However, any delay in submission of initial SD will result in equivalent late release of entire SD after guarantee period.

17) Splitting of contract

GIPCL reserves full right to split the contract at its sole discretion and that maximum and minimum quantity per month for each supplier / party will be decided and indicated / intimated to each supplier / party as and when so required.

18)Transit risk:

Any liability arising out of death / injury to third party or damage to property of third party following an accident to the vehicle / spillage of lime stone would be fastened on the contractor.

19)Precaution

You shall ensure that all the trucks are properly covered with tarpaulin after loading of lime Stone to avoid dusting and rain water during road travel.

20) ARBITRATIONS:

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 Arbitration Act, 1996 as Amended or any statutory modification thereto or re-enactment thereof in force from time to time. The venue of such arbitration shall be Surat, Gujarat state only.

21) JURISDICTIONS:

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 Vadodara 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) TERMINATION OF CONTRACT BY GIPCL

GIPCL reserves the right to may terminate the contract after due recoveries if any of the following events occur –

- (a) Contractor is adjudged as insolvent.
- (b) Contractor has abandoned the contract.
- (c) Contractor fails to proceed with the work with due diligence as per requirements of the contract.
- (d) Contractor has neglected or failed persistently to observe or perform any of the acts, matters or things, which as per the contract are to be observed and performed by the supplier.
- (e) Any major deviations from contractual terms and conditions.

Section -D

SCHEDULE OF DEVIATION FROM TECHNICAL SPECIFICATION AND COMMERCIAL TERMS AND CONDITIONS

All the deviations from the general and special conditions of contract shall be filled by BIDDER clause by clause in this schedule.

Sr. No	SECTION	CLAUSE NO	AS PER TENDER DOCUMENT	DEVIATION

The bidder here by certifies that the above mentioned are the only deviations from OWNER's General/ Special Conditions of this enquiry. The bidder further confirms that in the events any other data and information presented in the BIDDER's proposal and accompanying documents are at variance with specific requirements laid out in the OWNER's General /Special Conditions, then the latter shall govern and will be binding on the BIDDER for quoted price.

COMPANY SEAL	SIGNATURE
	NAME
	DESIGNATION
	MOBILE NO:
	COMPANY
	DATE

SECTION-E PRICE BID

Part-I

Sr. No.	Description	UOM.	Quantity	Unit Rate per MT (Rs.)	Total Amount (Rs.)
A.1	LIMESTONE CACO3 ≥ 85 % MOISTURE ≤ 3.5% Silica ≤ 10 % Hardness≤ 2.5 Moh HGI (Hard grove Grindability Index): ≥ 60 SIZE: Less than150 mm	MT	45,000		
A.2	Royalty	MT			
A.3	Sub Total (Rs)				
A.4	Add VAT/CST/ GST - %				
A.5	Any other taxes or government levy, if applicable. Total of A (Rs)				

Part -II

Sr. No.	Description	UOM.	Quantity	Unit Rate per MT (Rs.)	Total Amount (Rs.)
B.1	Transportation including unloading and stacking of limestone(including all scope as per mention in Section- C clause No. 5) per MT	МТ	45,000		
B.2	Service Tax/ @ 30 % of 15.00% i.e 4.50% or GST applicable (To be paid by GIPCL directly to the tax authority)				
	Total of B (Rs)				

PRICE FOR EVALUATION	Rs. Per MT
Total Landed Cost (A+B)	

The price variation formula shall be as follows:

For every increase / decrease in diesel price by every Rs 1.00/Litre, an effect of Rs 2.50 per MT Per 100KM shall be given on pro-rata basis. Average price on fortnight basis shall be considered for price escalation clause i.e. average price of 1st to 15th on the month of diesel shall be considered as price of diesel for 1st fortnight period and same way for second fortnight. Any variation in diesel price for less than Rs. 1.00/Liter shall not be considered for price variation formula. Also, the effect shall be given to the quantity which is received at GIPCL site during that fortnight period and not on dispatched basis.

The diesel price of IOCL petrol pump at Nani Naroli Dist: Surat shall be considered for price variation.

The base price for calculation of diesel variation is Rs 62.42 per Liter(Diesel Price as on date 12.06.2017 of IOCL petrol pump at Nani Naroli).

SECTION-F

PROFORMA FOR BANK GUARANTEE FOR EMD

(To be stamped in accordance with Stamp Act)

Ref	Bank Guarantee No
	Date
Guarantee cover period : From	To
To M/s.Gujarat Industries Power Company Li At & Post – Nani Naroli Taluka Mangrol <u>Dist.Surat-394 110</u>	imited
Dear Sirs, In accordance with your "Invitation to No	dated
As an irrevocable bank Guarantee again walid for required to be submitted by the Bioparticipation in the said bid, which am happening of any contingencies mentioned	180 days from is lder as a condition precedent for ount is liable to be forfeited on the
We, the	

enforcement of Bank Guarantee on the Bank if Purchaser invokes the Bank Guarantee stating only that the default has been committed by the bidder, thus far and no further.
This Guarantee shall be irrevocable and shall remain valid upto
In witness there of Bank, through its authorized Officer, has set its hand and stamp on this
20 at
(Signature)
(Name)
Designation with Bank stamp
Attorney as per Power of
Attorney No.
Dated

without any reservation, protest, demur and recourse. Any such demand made by said "Purchaser" shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder. It shall be conclusive and enough for

<u>Notes</u>

- 1. The Guarantee validity should be 180 days.
- 2. The stamp papers of appropriate value shall be purchased in the Name of Guarantee Issuing Bank.

Section- G

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution, Notarized and duly signed on each page.)

FORM OF CONSORTIUM AGREEMENT RETWEEN

M/S, M/S
M/S AND M/S
FOR ()
AS PER CLAUSE
THIS Consortium Agreement (hereinafter referred to as "Agreement") executed on this
Party 1, Party 2, and Party n are hereinafter collectively referred to as the "Parties" and individually as a "Party".
WHEREAS the
WHEREAS, GIPCL had invited Bids, vide Tender No.: [Insert Tender No.] dated[Insert date] for[insert work detail]
AND WHEREAS Clause of the Bid Document stipulates that the Bidders qualifying on

AND WHEREAS Clause of the Bid Document stipulates that the Bidders qualifying on the strength of a Bidding Consortium shall submit a legally enforceable Consortium Agreement in a format specified in the Bid Document, whereby the Consortium Members undertake to be jointly and severally liable for their obligations and responsibilities set out *inter alia* in the Bid Document and undertake to submit the Security deposit / Performance Guarantee either in the form of Bank Guarantee/ Demand Draft as required as per the provisions of the Bid Document, as specified herein.

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

In consideration of the above premises and agreement all the parties in this Consortium do hereby mutually agree as follows:

- The Leader of Consortium is hereby authorized by the Members of Consortium and Parties to the Consortium Agreement to bind the Consortium and receive instructions for and on behalf of all Members.
- 3. The Consortium Members shall be jointly and severally liable for the performance of their all the obligations under *inter alia* the Bid Documents in relation to the Contract.
- 4. The Leader of Consortium shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective obligations. Without limiting the joint and several liability for performance of the Consortium Members' duties and obligations under inter alia the Bid Document, the Leader of the Consortium shall to be individually liable and responsible for the performance of the obligations of the Consortium Members' under inter alia the Bid Document.
- 5. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid shall not in any way be a limitation of responsibility of the Lead Member under these presents.
- 6. The Leader of Consortium shall be liable irrespective of their scope of work or financial commitments.
- 7. This Consortium Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Surat alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
- 8. It is further expressly agreed that the Consortium Agreement shall be irrevocable and, for the Contractor, shall remain valid over the term of the contract between GIPCL and the Consortium (as the Contractor) (the "Contract"), unless expressly agreed to the contrary by GIPCL.
- 9. The Leader of Consortium is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in response to the Bid Document for the purposes of the Bid.
- 10. It is clearly agreed that the Leader of Consortium shall ensure performance under the agreements and if the other Consortium Member fail to perform its obligation under the agreement(s), the same shall be deemed to be a default by both Consortium Members.

11. It is hereby expressly agreed between the Parties to this Consortium Agreement that neither Party shall assign or delegate its rights, duties or obligations under this Agreement except with prior written consent of GIPCL.

This Consortium Agreement

- (a) has been duly executed and delivered on behalf of each Party hereto and constitutes the legal, valid, binding and enforceable obligation of each such Party,
- (b) sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof;
- (c) may not be amended or modified except in writing signed by each of the Parties and with prior written consent of Procurer(s):

IN WITNESS WHEREOF, the Parties to the Consortium Agreement have, through their authorized representatives, executed these presents and affixed common seals of their respective companies on the Day, Month and Year first mentioned above.

Common Seal ofhas been affixed in my/our presence pursuant to the Board of Director's resolution dated	For and on behalf of Consortium Member (party 1) M/s
(Signature)	(Signature of authorized representative)
Name:	Name:
	Witness ¹ : 1(Signature) NameDesignation
	2 (Signature) Name Designation
Common Seal ofhas been affixed in my/our	For and on behalf of Consortium Member (Party n)

_

¹ Separate witness for each Consortium Member should fill in the details.

presence pursuant to the Board of Director's resolution dated	M/s
(Signature) Name: Designation:	(Signature of authorized representative) Name: Designation: Place: Date:
	WITNESS ¹ 1(Signature) Name Designation
	2(Signature) NameDesignation
Attested:	
(Signature) (Notary Public)	
Place: Date:	

Section- H

FORM OF POWER OF ATTORNEY FOR CONSORTIUM MEMBERS

(On Non-Judicial Stamp Paper of appropriate value to be purchased in the name of BIDDER).

KNOW ALL MEN BY THESE PRESENTS THAT WE, the partners, whose details are given hereunder:-

Details of Members / Partners
1. M/s
2. M/s A company incorporated in the Companies Act, 1956 having its Registered Office at
Have formed a Consortium under the laws of India (Name of country), and having our Registered Office / Head Office at
Attorney (hereinafter called "Attorney" or "Authorized Representative" or "Member in-charge or Lead Member of Consortium") to exercise all or any of the powers for and on behalf of the Consortium members in regard to
To submit bid and participate in the aforesaid Bid Specification of the Purchaser on behalf of the "Consortium members".
To negotiate with the Purchaser the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the Purchaser for and on behalf of the "Consortium Members". To do any other act or submit any document related to the above.
To receive, accept and execute the Contract for and on behalf of the Consortium Members". In the event of an order placed on M/s
GIPCL may place only one order on our Member in-charge/lead member of Consortium. We confirm that commitments made and liabilities incurred by the said attorney / partner in-charge / Lead member shall be binding on all the consortium members and all of us shall jointly and severally responsible for the faithful execution of the contract and discharge the liabilities jointly

In the event of award of contract, we the Consortium members shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and in accordance with specifications and within the schedule time.

and severally.

The said attorney / Member in charge / Lead member of consortium are hereby authorized to incur liabilities and receive instructions for and on behalf of any and all the consortium members and entire execution of the contract.

In the event of any default in executing contract, that is in accordance with specifications and within the schedule time, the remaining other member/members shall accept the liability and execute the contract in full as provided in the Bidding Documents and as per the schedule there under.

We, all the members of Consortium hereby undertake that in the event of any change in the constitution of any Consortium, during the currency of the contract obligations under the contract of the Consortium shall continue to be in full force without any effect thereof.

We, all the members of Consortium hereby undertake that we shall not cancel or amend this agreement unilaterally and without the consent of GIPCL and such consent will be obtained in writing. We also undertake that this agreement will be duly registered with the competent Registrar's office located in ROF, Ahmedabad.

In the event of the award of contract the lead member / Member In charge shall submit the name of its authorized representative who shall be in direct employment with the lead Members/Member in charge. A document in evidence that the said representative is in direct appointment of the Lead member / Member in-charge shall be submitted along with the acceptance of the contract. The authorized representative shall receive instructions accept responsibility and execute the contract for and on behalf of the Lead Member/Consortium. The authorized representative shall be given all the powers and authority for executing the contract work.

To take any action, do things, deeds and to take decisions that may be required and necessary for the execution of the contract and complete the work.

All communication, correspondence and dealings with respect to and in connection with the execution of the contract shall be done with the Lead member only and shall deemed to have been done with all the members of the consortium. Communication / correspondence made and instructions given to the said attorney / partner in charge/Lead member shall be binding on the entire Consortium members and all of us shall be jointly and severally responsible for the faithful execution of the contract and discharge the liabilities jointly and severally.

It is already understood that the said attorney / Member in charge / lead Member shall ensure performance of the Contract(s) and if the Member in charge/lead Member fails to perform the Contract(s), the same shall be deemed to be a default by all the Partners/Members of the Consortium.

It is expressly understood that this Power of Attorney shall remain valid, binding and irrevocable till completion of our obligations under the contract.

The Consortium members hereby agree and undertake to ratify and confirm all the deeds, things actions whatsoever that may be done / taken by the said attorney / Authorized representative / Lead member, whatsoever the said Attorney / Authorized Representatives / Leaders quote in the bid, negotiate and sign the Contract with the Purchaser / Hirer and / or proposed to act on behalf of the Consortium by virtue of this Power of Attorney / Agreement and the same shall bind the Consortium as if done by itself.

For and on behalf of the Partners of Consortium.

Signati	ure, Name, Designat	ion for		
	ommon Seal of the into in the presence		stituting the above Cor	nsortium have been affixed
WITNE	:SS			
1.	Signature Name Designation Occupation Signature Name Designation Occupation			- - - - -
Attest	ed:			
(Signa	-			
(Notar	y Public)			
Place:				
Date:				

Signature, Name, Designation for

Section-I PROFORMA OF BANK GUARANTEE FOR ORDER PERFORMANCE (To be Stamped in accordance with Stamp Act)

Ref:	Bank Guarantee No Date
Bank Guarantee Cover period from	to
To M/s. GUJARAT INDUSTRIES POWER (PO Petrichemicals Dist: Vadodara-391346 Gujarat	COMPANY LTD.
Dear Sir,	
to as the Purchaser which expression sethereof include its successors, adm M/sha at (address (hereinafter referred to as the "CONTRA to the context or meaning thereof include assigns) a Order by issue Nodated	es Power Company Limited (hereinafter referred shall unless repugnant to the context/or meaning inistrators, and assigns) having awarded to aving its Registered Office/Principal Office (ss)
Order Performance Guarantee for the for the quality of the materials and/or satisfactory performance of the equipment of the	faithful performance of the entire order including r workmanship, successful commissioning and tents/system and satisfactory services rendered of Months under the said LOI/Order aid value of the order to the purchaser
to as the "Bank" which expression shat thereof, include its successors, administ guarantee and undertake to pay the Pu payable by the CONTRACTOR	(in words) as
without any demur, reservations, correference to the CONTRACTOR. Any s shall be conclusive and binding notwith	Inths/year) **

It shall be conclusive and enough for enforcement of the BANK GUARANTEE on the bank if GUJARAT INDUSTRIES POWER COMPANY LIMITED invokes the BANK GUARANTEE stating only that the default has been committed by the contractor, thus far and no further. The bank undertakes not to revoke this guarantee during its currency without previous written consent of the purchaser and continue to be enforceable till the Purchaser discharges this guarantee.

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

Notwithstanding anything contained herein above our liability under this Guarantee is
restricted to Rs and it shall remain in force up to the including
unless a written demand to enforce any claim under this Guarantee is
lodged with us before expiry date, the Bank will be discharged from its liabilities under
this Guarantee. This Guarantee shall be extended from time to time for such period or
period as may be desired by the on whose behalf this guarantee has been given.
Dates thisday of20
at

Signature

Banker's rubber stamp:
Name
Designation with
Bank stamp:
Attorney as per power of
Attorney No
Dated:

Section-J

You shall clearly indicate the location of mines/loading site and distance of the same from our site in your bid (pre-qualification cum techno commercial bid). The same shall be as per below format.

Location of mines/loading site from where Limestone shall be supplied to GIPCL	
Distance from above location to SLPP-GIPCL, At: Nani Naroli, Taluka: Mangrol, District: Surat, Gujarat	
(in case of more than one location of source of supply, average distance to be specified)	

This distance shall be considered for price variation clause and shall remain same throughout the contract period

Section-K

PRE QUALIFICATION AND TECHNICAL SPECIFICATION

TENDER NO: - GIPCL/MATL/LIMESTONE//2017-18

Sr No	Perticulars	Submitted Yes/No
1.	Tender fee, EMD, documents related to Prequalification as mentioned at Section- A	
2	Confirmation & acceptance of technical specifications indicated at Section-B.	
3	Confirmation & acceptance to all commercial terms and conditions indicated at Section-C.	
4	Deviation sheet Annexure-D, indicating deviation, if any, should be submitted duly signed & stamped by the authorized signatory	
5	Un-priced copy of Price Bid duly singed and stamped as per Section –E	
6	Format of Bank Guarantee for EMD as per Section-F	
7	Form of Power of Attorney for	
	Consortium Members as per Section-H	
8	A copy of bid document duly signed and stamped on each page as mark of acceptance of the bid terms and condition	
9	FORMAT FOR THE LOCATION OF MINES/LOADING SITE AND DISTANCE OF THE SAME FROM OUR SITE SLPP-GIPCL	