



GUJARAT INDUSTRIES POWER COMPANY LIMITED
AT PO PETROCHEMICALS, DIST. VADODARA-
391346(GUJARAT)
Phone Nos.: (0265) 2234252, 2234256

Tender Document
For
Loading, Transportation, Unloading and stacking of up to
30,000 MT of Limestone
Bid No.: GIPCL/MATL/LIMESTONE TRANSPORTATION/2017-18

Tender enquiry comprises of followings annexure:

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

Tender No	GIPCL/MATL/LIMESTONE TRANSPORTATION/2017-18
Name of work	Loading, Transportation, unloading and stacking of 30000MT Limestone from GMDC Panandhro Ta-Lakhat, Dist. Kutch to our SLPP-GIPCL plant at Village Nani naroli, Ta Mangrol, Dist. Surat
Place at where Limestone to be delivered	Surat Lignite Power Plant, Village: Nani Naroli, Taluka: Mangrol, Dist.: Surat- 394110 (Gujarat).
Quantity	The successful Bidder will be awarded this contract for loading, transportation, unloading and stacking of up to 30000MT Limestone.
Contract period	Till Completion of Quantity
EMD	Rs.5,40,000/- (Rupees Five Lakh Forty 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	21.07.2017
Last date of online submission of offer	31.07.2017 up to 17:30 hrs. on website: https://www.nprocure.com
Availability of online e-Tender document	On website: https://www.nprocure.com
Security Deposit cum Performance Guarantee	10% of Contract Value
Submission of EMD, Tender fee and other supporting documents for technical Bid in physical form.	On or before due date for submission of offer
E-Reverse auction	Will be informed by GIPCL to eligible bidders

NOTES:

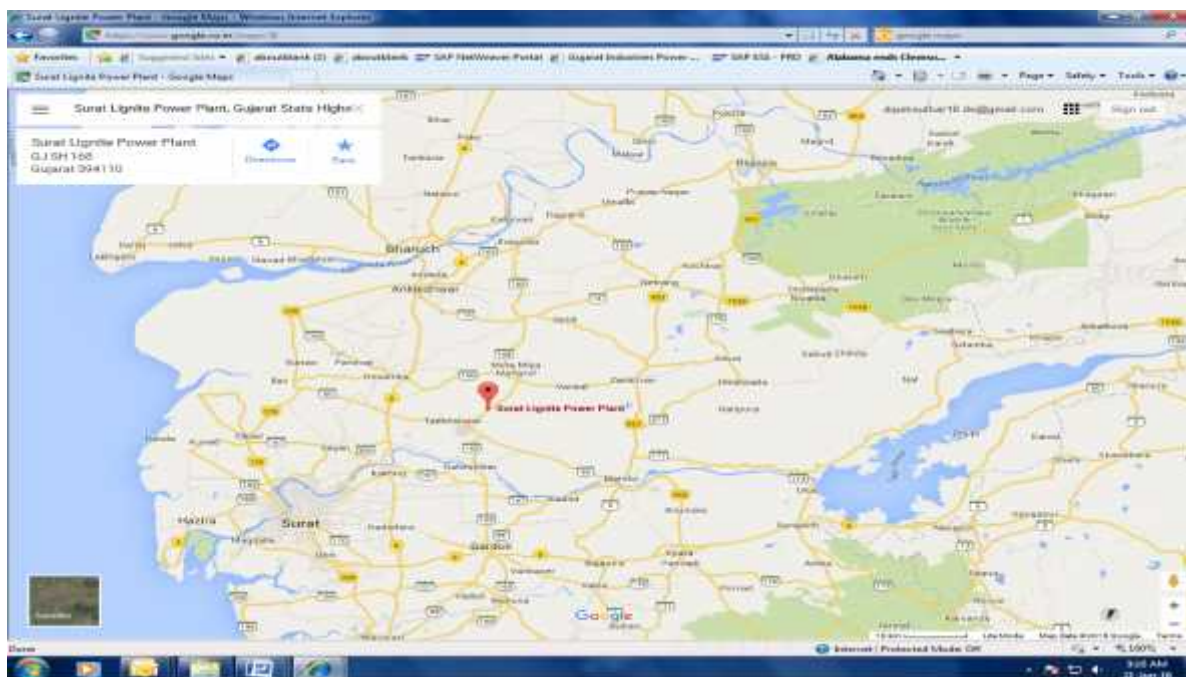
1. Amendment / corrigendum of the tender document, forms, schedules, etc... may be done any time by the GIPCL during the period of publication of tender in the website. The Bidders are required to visit the website regularly till the last date & time of Bid submission.
2. GIPCL reserves the right to 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

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. 5,40,000 /- (Rupees Five Lacs forty 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 Ltd in favour of Gujarat Industries Power Company Ltd. Proforma of BG is enclosed herewith as SECTION-F.

- c) In case 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 should produce evidence of having experience of successfully completed transportation of minerals 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 18,000 MT (the Quantity equal to 60% of the total estimated quantity).

OR

2. Two similar completed work Order each Quantity not less than **12,000** MT (the Quantity equal to 40% of the total estimated quantity).

OR

3. Three similar completed work Order each Quantity not less than **9,000** 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 should not be less than Rs. 1.62 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 GST registration
- f) Bidder should have ownership of at least 50 nos fleet of Trucks for transportation of limestone. Documentary evidence is to be submitted.
- g) 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.
- h) 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.
- i) Bidder should submit documentary evidence clearly indicating organization structure whether the firm is proprietary / partnership / private limited / public limited etc.
- j) Consortium of transporters 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:
 - l. 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.
- k)** 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.
- l)** 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.

- m)** Bidders are advised to visit the SLPP site preferably within 3 days from the date of issue of tender for understanding of detail scope of job.

Section-B (work Description)

Sr.No	Item Description	Estimated Quantity (MT)
1	Transporation of Limestone up to 30000MT (including Loading, transportation, unloading and stacking) from GMDC Panandhro Ta- Lakhpat, Dist. Kutch to our SLPP-GIPCL plant at Village Nani naroli, Ta Mangrol, Dist. Surat	30,000 MT

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. Loading of limestone from GMDC Panandhro Ta. Lakhpat, Dist. Kutch and transportation, unloading and stacking of limestone at our SLPP-GIPCL plant at Village Nani Naroli, Ta. Mangrol, Dist. Surat as per instruction given by GIPCL site Engineer from time to time.
- Bidder has to deploy required resources like JCB for Loading & 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:

- i. 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 Description of work indicated at Section-B.
- iii. Confirmation & acceptance to all commercial terms and conditions indicated at Section-C.
- iv. Deviation sheet Section-D, indicating deviation, if any, should be submitted duly signed & stamped by the authorized signatory.
- v. Un-priced copy of Price Bid duly signed 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-J

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 Annexure-E and lowest bid shall be worked our 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:

Lowest 50% out of total eligible Bidders (rounded to the next higher whole number) **or** **Minimum three (03) eligible bidders**, 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 Loading, 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 and landed appropriate cost shall be deducted from bill.

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	30,000 MT
Fortnight Supply	As per tentative schedule indicated below <u>Commencement of delivery at GIPCL site should be from 11th day from the date of issue of Letter Of Intent (LOI)/Purchase Order.</u>

Tentative Supply Schedule:

Fortnight	Quantity (In Te)
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	30000.00

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

The transportation 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) Price Variation Clause:

Transportation charges shall remain fix throughout the contract period, except price variation due to change in diesel price.

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. Any variation increase/decrease in diesel price for less than Rs. 1.00/Liter shall not be considered for price variation formula.

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).

9) 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.

10) TERMS OF PAYMENT:-

- i) You shall submit bill along with all document for transportation 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.

11) DEDUCTIONS / RECOVERY/PANALTY :

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 transportation on fortnight basis at clause no 5 shall be considered.

Shortfall in the delivered limestone quantity	Rate for Liquidated damages for shortfall quantity
Shortfall of the prescribed quantity in fortnight.	Rs 100/- per MT shall be 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.

12) 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 Kalapur 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.

13) 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.

14) 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.

15) 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.

16) 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.

17) 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.

18) 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

Sr. No.	Description	UOM.	Quantity	Unit Rate per MT (Rs.)	Total Amount (Rs.)
1	Transportation including Loading ,unloading and stacking of limestone	MT	30,000		
2	GST applicable				
	Total (Rs)				

The price variation formula shall be as follows:

For every increase / decrease in diesel price by every 1 Rs/Litre, an effect of Rs 2.50 per MT Per 100KM shall be given on pro-rata 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 Limited
At & Post – Nani Naroli
Taluka Mangrol
Dist.Surat-394 110

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

As an irrevocable bank Guarantee against bid guarantee for an amount of
..... valid for 180 days from is
required to be submitted by the Bidder as a condition precedent for
participation in the said bid, which amount is liable to be forfeited on the
happening of any contingencies mentioned in the Bid Documents.

We, the Bank at
having our Head Office at (local address) Guarantee and
undertake to pay immediately on written demand by Gujarat Industries Power
Company Limited (hereinafter called the “Purchaser”) (In figures)

..... (in words)
without any reservation, protest, demur and recourse. Any such demand made by said "Purchaser" shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder. It shall be conclusive and enough for enforcement of Bank Guarantee on the Bank if Purchaser invokes the Bank Guarantee stating only that the default has been committed by the bidder, thus far and no further.

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

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

20 at

.....

(Signature)

.....

(Name)

Designation with Bank stamp

Attorney as per Power of

Attorney No.

Dated

Notes

1. The Guarantee validity should be 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 BETWEEN
M/S....., M/S.....,
M/S..... AND M/S.....
FOR (.....)
AS PER CLAUSE

THIS Consortium Agreement (hereinafter referred to as "Agreement") executed on this..... day ofTwo thousand..... between M/s..... a company incorporated under the laws of and having its Registered Office at (hereinafter called the "**Party 1**", which expression shall include its successors, executors and permitted assigns), M/s a company incorporated under the laws of and having its Registered Office at (hereinafter called the "**Party 2**", which expression shall include its successors, executors and permitted assigns) and M/s..... a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "**Party n**", which expression shall include its successors, executors and permitted assigns) (The Bidding Consortium should list the name, address of its registered office and other details of all the Consortium Members) for the purpose of submitting the Bid in response to the Bid Document and in the event of selection as Contractor to comply with the requirements as specified in the Bid Document and ensure execution of the documents in relation to the bid as may be required to be entered into with Gujarat Industrial Power Company Limited ("**GIPCL**").

Party 1, Party 2, and Party n are hereinafter collectively referred to as the "Parties" and individually as a "Party".

WHEREAS the [*Insert Name of Party 1*] desired to bid for..... (Insert work detail) and other works associated with it, as described in detail in the bid document issued by GIPCL ("**Bid Document**") (the "**Project**").

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 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:

1. In consideration of the selection of the Consortium as the Contractor by GIPCL, we the Members of the Consortium and Parties to the Consortium Agreement do hereby unequivocally agree that M/s..... (Insert name of the Lead Member), shall act as the Leader of Consortium (as defined in the Bid Document) for self and agent for and on behalf of [*Insert the names of all the other Member of the Consortium to be filled in here*].
2. 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 of
has 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:
Designation:.....

Name:.....
Designation:
Place:
Date:

Witness¹:

1.
(Signature)
Name
Designation.....

2.
(Signature)
Name
Designation.....

Common Seal of
has 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)

Name
Designation.....

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....., A division of A company incorporated in the Companies Act, 1956, having its registered office at (Complete address).

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 (hereinafter called the "Consortium", which expression shall unless repugnant to the context or meaning thereof include its successors, Member in charge / Lead Member, administrators and assigns) do hereby constitute / nominate and appoint M/s....., A company incorporated in the Companies Act, 1956 having its Registered Office at As our duly constituted lawful 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.....[*Insert work detail*], the bid for which have been invited by the Gujarat Industries Power Company Limited (hereinafter referred to as "GIPCL" or "the Company" or "purchaser" or "Hirer") vide tender no..... dated.....

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..... a division of, the same shall be executed as per Bidding Documents and as per the schedule there under.

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 and severally.

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.

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.

IN WITNESS THEREOF the Partners constituting the Consortium as aforesaid have executed these presents on this Under the Common Seal(s) of their Companies.

For and on behalf of the Partners of Consortium.

Signature, Name, Designation for

Signature, Name, Designation for

The Common Seal of the above partners constituting the above Consortium have been affixed there unto in the presence of

WITNESS

- 1. Signature : _____
- Name : _____
- Designation : _____
- Occupation : _____
- 2. Signature : _____
- Name : _____
- Designation : _____
- Occupation : _____

Attested:

.....

(Signature)

(Notary Public)

Place:

Date:

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 COMPANY LTD.

PO Petrichemicals

Dist: Vadodara-391346

Gujarat

Dear Sir,

In consideration of the Gujarat Industries Power Company Limited (hereinafter referred to as the Purchaser which expression shall unless repugnant to the context/or meaning thereof include its successors, administrators, and assigns) having awarded to M/s.....having its Registered Office/Principal Office at (address) (hereinafter referred to as the "CONTRACTOR" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns) a Order by issue of Purchaser's Letter of Intent No.....dated.....and same having been unequivocally accepted by the CONTRACTOR datedvalued atfor (scope of order)and the contractor having agreed to provide a Order Performance Guarantee for the faithful performance of the entire order including for the quality of the materials and/or workmanship, successful commissioning and satisfactory performance of the equipments/system and satisfactory services rendered during the guarantee/warrantee period of Months under the said LOI/Order equivalent to.....*..... (Percent) of the said value of the order to the purchaser (Name & address of Bank)

having its Head Office at (hereinafter referred to as the "Bank" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors, assigns) do hereby irrevocably guarantee and undertake to pay the Purchaser, on written demand any and all moneys payable by the CONTRACTOR to the extent of (in figures) (in words) as aforesaid at any time up to (days/months/year) **..... without any demur, reservations, contest, recourse or protest and/or without any reference to the CONTRACTOR. Any such demand made by the Purchaser on the bank shall be conclusive and binding notwithstanding any difference between the Purchaser and CONTRACTOR of any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

It shall be conclusive and enough for enforcement of the BANK GUARANTEE on the bank if GUJARAT INDUSTRIES POWER COMPANY LIMITED invokes the BANK GUARANTEE stating only that the default has been committed by the 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 includingunless 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 this.....day of20.....

at

Signature

Banker's rubber stamp:

Name

Designation with

Bank stamp:

Attorney as per power of

Attorney No

Dated:

Section-J

PRE QUALIFICATION AND TECHNICAL SPECIFICATION

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

Sr No	Perticulars	Submitted Yes/No
1.	Tender fee, EMD , documents related to Pre-qualification as mentioned at Section- A	
2	Confirmation & acceptance of detail description of work 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 signed 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	