

## **GUJARAT POWER CORPORATION LIMITED**

## **INVITING EXPRESSION OF INTEREST (EOI)**

#### **FOR**

EMPANELMENT OF SURVEYORS FOR VARIOUS SURVEY WORKS
FOR A MINIMUM PERIOD OF TWO (02) YEARS IN ANY OF
GPCL'S PLOT AREA, SITES OR PARKS IN AND WITHIN THE STATE
OF GUJARAT

#### **Gujarat Power Corporation Limited**

Block No. 8, Sixth Floor, Udhyog Bhavan, Sector-11,

Dist.: Gandhinagar, Gujarat- 382011



#### **Tender Document**

## **Gujarat Power Corporation Limited, Gandhinagar**

#### TENDER Document No. GPCL/PD/2024-25/15

#### Dated 10th June 2024

Gujarat Power Corporation Limited (GPCL) invites bids to carry out various Survey works for a minimum Period of Two (02) Years in any of GPCL's Plot Area, Sites or Parks in and within the state of Gujarat through Expression of Interest (Tender).

GPCL is inviting bids/offer from prospective Bidders through this Tender Document for the various survey works in any of GPCL's plot area, sites or parks in and within the state of Gujarat. Bidders are requested to submit their bids in two covers i.e. Technical and Financial Bid. The offer should be submitted in two separate bids (Technical and financial) as per the terms and conditions mentioned in this TENDER document.

#### The TENDER schedule is as follows:

Sr. No.	Tender Schedule	Date
1.	Start date for Tender documents to be downloaded from GPCL's website www.gpcl.gujarat.gov.in	10/06/2024
2.	Last Date for sending query by email	20/06/2024
3	Uploading the query reply and modification thereof any	21/06/2024
4.	Last Date of Submission of the bid (bid to be submitted in cover only by post or by hand delivery)	04/07/2024
5.	Date of Opening of Financial Bid in GPCL Office	To be decided later

GPCL reserves the right to reject any or all Bids without assigning any reasons thereof

Gujarat Power Corporation Limited Block no. 8,6thfloor, Udhyog Bhavan, Sector:11,Gandhinagar,Gujarat

Ph: 079-23251255-60, Fax: 079-23251254, <a href="www.gpcl.gujarat.gov.in">www.gpcl.gujarat.gov.in</a>



All queries related to TENDER must be reached **on or before** <u>20/06/2024</u>. Queries must be mailed on following email address:

- gpclprojects@gmail.com
- sroe.gpcl@gmail.com



#### Tender Document No. GPCL/PD/2024-25/15

## Dated 10th June 2024

#### **Tender Document**

Sealed Tender documents in two separate bids (Technical and Financial) are invited from prospective bidders for Appointment of Surveyor for a Period of Two (02) Years to carry out survey in any of GPCL's Plot Area, Sites or Parks in and within the State of Gujarat through Expression of Interest (Tender).

(Bidders are requested to download this document and send it to GPCL duly filled, stamped and signed as instructed in this document)

#### 10th June 2024



## **Gujarat Power Corporation Limited**

Block no. 8, 6th floor, Udhyog Bhavan, Sector: 11, Gandhinagar, Gujarat



## **Background**

Gujarat Power Corporation Limited (GPCL) is a Nodal Agency for Power Sector in Gujarat State mainly working for establishment of large scale Solar Parks in the state of Gujarat.

GPCL intends to carry out survey and topography related work for its major upcoming Solar Park Projects as well as for Solar Park projects in operation, for which this tender is being floated.

#### **General Conditions of Contract**

#### A) The procedure for selection of Surveyor.

The bids will be invited in totality. However, there will be a two stage process.

First stage is Pre-Qualifying Requirements (PQRS)/ Eligibility Conditions for establishing capability to do the work. i.e. Bidder must have to pass Pre-Qualifying Requirements (PQRS)/ Eligibility Conditions criteria.

#### B) PRE-QUALIFYING REQUIREMENTS (PQRS)/ ELIGIBILITY CONDITIONS

#### Technical criteria:

- 1) The bidder may be a company OR private organization OR an individual.
- 2) Bidder must have carried out survey work for at-least one work order of area not less than 100 Hectares in Last three years.
- 3) Bidder must have at least one (01) total station (TS) with least count of 1 second (If company is bidding, then it must be procured in name of company, if it is private organization, it must be in organization's name or its owner property)
- **4)** Bidder must have at least one (1) differential global positioning system (DGPS) for survey work (If company is bidding, then it must be procured in name of company, if it is private organization, it must be in organization's name or its owner property)
- 5) Bidder must have required certification to carry out survey work anywhere in Gujarat and/or Bidder must have employed qualified surveyor.
- 6) The bidder must submit PAN Card Details/CIN/TAN Card.
- 7) The bidder must have not been declared "BANKRUPT" or "BLACK LISTED" in any Govt. organization. The self-attested certificate is required to be provided by Bidder.



#### **Financial Criteria:**

- 1) The bidder should have a minimum turnover of Rs. 2.5 lacs to Rs. 5.0 lacs during the preceding three (3) financial years each (i.e. 2020-21, 2021-22 & 2022-23).
- 2) Turnover (excluding GST) and Net worth certificate of Chartered Accountants must be provided for last 03 years ending as on 31st march 2023.
- 3) Net worth of previous three (3) financial years should be positive.
- 4) GST number of the Bidder must be valid and live.
- 5) Notwithstanding anything stated above, the Owner reserves the right to assess the capabilities and capacity of the Bidder to perform the contract, should be circumstances warrant such assessment in the overall interest of the Owner.
- **6)** Bidder shall submit documentary evidences like IT Returns/account statement/annual reports duly certified by qualified CA/CMA and/or annual reports for FYs 2020-21, 2021-22 and 2022-23

Note: Bidder must have to qualify in all the above eligibility conditions.



#### C) Qualification of Financial bid:

Those who qualified in the PQRS/eligibility criteria (Refer Clause B), only their price bids will be considered for further evaluation. Bidder must have to indicate their rates in each items of the price bid.

#### D) Selection of Bidder:

After completing negotiations, GPCL shall award the Contract to the selected Bidder. GPCL can negotiate & finalize / empanel more than one party as per requirement of projects. The Bidder is expected to commence the assignment on the date of award. GPCL may have authority to split up the work or allot the work order to multiple agencies on the same rate.

#### E) Negotiations in Selection:

Prior to the expiration period of proposal validity, GPCL will notify the successful Bidder (L1) i.e. the Lowest Price bid in writing by registered letter, e-mail, or facsimile and invite him to negotiate the Contract.

At first, Bidder who becomes L1 shall be given priority by GPCL with regard to awarding/assigning of the corresponding or respective work. Of all the combined Technical and Financial Qualified bidders, GPCL has the right to empanel more than one Bidder as per the requirement of the project. For empanelment, the Qualified Bidders shall match the lowest negotiated rate in Financial Evaluation. However, the final decision for awarding the work and its quantum among empaneled Bidders shall be of GPCL. For individual work, GPCL may issue separate letter of award. GPCL reserves the right to ask the L-1 party to match the item wise lowest rates of other bidders.

#### ALLOCATION OF WORK

• GPCL may allocate the work, at its own discretion to L-1 to entire quantity or partial quantity and balance quantity may be allocated to L-2 or L-3 parties at the matching rate of L-1 party.



#### F) Procedure for submission of bids (tender documents):

- 1. Bidder must submit duly sealed and signed tender document, which is to be downloaded from the GPCL's website: www.gpcl.gujarat.gov.in.
- 2. The schedule "C" i.e. the Price bid must be duly filled, signed and sealed in separate cover and marked as "Price Bid Cover".
- Sealed Price Bid Cover along with proof of technical qualification and downloaded sealed and signed tender document, Cheque/DD towards Bid process fee, Cheque/DD towards Bid Security to be placed in main cover.

Main cover must be titled as "EOI for Survey works for a Period of two (2) Years in any of GPCL's Plot Area, Sites or Parks in and within the state of Gujarat" "and must be addressed to:

#### Chief Project Officer,

Gujarat Power Corporation Limited, Block no. 8, 6th Floor, Udhyog Bhavan, Sector-11, Gandhinagar Gujarat- 382011

#### Other Conditions of Contract

- 1) GPCL reserves the right to cancel or reject any or all bids without assigning any reasons thereof.
- 2) The proposal must be sent within the stipulated time period.
- 3) Last Date of submission of bid query: 20/06/2024
- 4) Last date of bid submission: 04/07/2024 (up to 17:00 Hrs)
- 5) Date of opening of technical bid to evaluate based on PQRS/eligibility criteria: To be intimated later
- 6) Date of opening of price bid: To be intimated later
- 7) Bidders may remain present, or send their representative to remain present, during the bid opening process.
  - Bid process fee (Non-refundable): **Rs. 2000/- (Two Thousand Only) (**demand draft in favour of "Gujarat Power Corporation Limited" payable at "Gandhinagar, Gujarat")
- **8)** Earnest Money Deposit (EMD): **Rs. 30000/- (Thirty Thousand Only)** (Refundable). EMD will be refunded to the non-empaneled / non-qualified bidders after completion of the



empanelment process.

EMD may be either be in the form of Demand Draft OR Bank Guarantee in favour of "Gujarat Power Corporation Limited" payable at "Gandhinagar, Gujarat' having validity of two (02) years.

- 9) Security Deposit: Security Deposit shall be levied only when specific work order is issued. When the specific work order is issued to L-1 or empaneled party/bidders then such party has to submit the 10% (of the quoted price or contract value whichever is higher) amount as security deposit in the form Demand Draft (DD)/Bank Guarantee. The security deposit must be valid for minimum three (03) years. The security deposit will be released in Ninety (90) days after acceptance of final survey report and completion of awarded work subject to work completion certificate issued by GPCL's Higher Authority/Engineer and/or TPI, as the case may be.
- 10) Vendor Deposit: Earnest Money Deposit (EMD) of successful empaneled party/ bidders shall be converted into as vendor deposit in the form of Demand Draft (DD)/BG. Vendor deposit shall be released after Two (02) years from the issuance of work order.
- 11) The Bank Guarantee/Security Deposit will be submitted from Indian Nationalized (PublicSector) Banks or any one of ICICI Bank, HDFC Bank, AXIS Bank or IDBI Bank

OR

Commercial Banks (Kotak Mahindra Bank, Ratnakar Bank Ltd., Indusind Bank, Karur Vyasya Bank, DCB Bank, Federal Bank, Kalupur Commercial Cooperative Bank Ltd., Rajkot Nagrik Sahakari Bank Ltd., Mehsana Urban Cooperative Bank Ltd., Nutan Nagarik Sahakari Bank Ltd., Dena Gujarat Gramin Bank Ltd., Saurashtra Gramin Bank, Ahmedabad Mercantile Cooperative Bank, Baroda Gujarat Gramin Bank, YES Bank)

OR

Banks considered valid/ approved by Government of Gujarat.

- 12) All queries related to tender must be mailed on following email address: <a href="mailto:gpclprojects@gmail.com">gpclprojects@gmail.com</a>
  <a href="mailto:sroe.gpcl@gmail.com">sroe.gpcl@gmail.com</a>
- **13)** No individual reply will be given on queries submitted by bidders. However, common consolidated replies to queries will be uploaded on GPCL's website (www.gpcl.gujarat.gov.in).



- 14) Refund of Bid Security Deposit (EMD) (Refer clause no.8)
  - a) Bidders who are not qualified as per PQRS/eligibility conditions (Technical & Financial Criteria), their EMD will be refunded after completion of the empanelment process.
  - b) Bidders who are qualified as per PQRS/eligibility conditions (Technical & Financial Criteria) but are not selected/not empaneled, their EMD will be refunded after completion of the empanelment process.
  - c) EMD will be refunded to successful empaneled party/bidders in line with clause no. 10 once they enter into contract.
- 15) GPCL reserves right to reject or accept any bid without giving any reasons thereof.
- **16)** In event of dispute, the decision of Managing Director, GPCL is final and binding to the bidder/contractor.

#### 1. TERMS OF REFERENCE (Scope of Work):

The Terms of Reference for this assignment is as per **Schedule - A.** The locations of project site are enclosed at **scheduled "B"**.

#### 2. Validity

The prices indicated would be firm and subject to no escalation till the completion of the works outlined in the terms of reference. The validity of the offer shall be Two (2) Years. The work order validity may be extended up to next six (06) months at the same rate & conditions subject to satisfactory work performance.

#### 3. Prices

#### (A0) Prices:

The prices quoted (as per the format indicated in **Schedule "C"**) should be lump sum, firm and for the terms of reference as shown in **Schedule "A"** including cost of manhours spent in Surveyor's office and GPCL's office/site during data collection & discussion etc., all expenses for personnel services, visits, transport charges, boarding and lodging charges, food charges, cost of collecting required data, etc. and all necessary services, materials, stationery, computer services, typing, printing, Xeroxing/photocopy etc. to fulfill the requirement of the scope. No escalation in price will be granted on any account.



#### (A1) Taxes and duties

GST will be paid extra as per government norms.

#### (A2) Additional Site Visit:

If there is any additional Site Visit called by GPCL after issuance of work completion certificate, and which is not required by Surveyor but meant for coordinating with other agencies or for the clarification sought by other coordinating agencies or any visits called by written letter/email from competent authority then, the lump sum quoted rate per person for such above visits would be paid extra (in lump sum). However, this quote would not be considered for evaluation purpose.

#### 4. Schedule of Payment:

As per Schedule "D"

#### 5. Submission of Bills/Invoices

For getting the payments against the work done, the survey agency shall have to send the bills in triplicate to the Chief Project Officer, GPCL, Gandhinagar with all documents. The payment shall be released only after scrutiny/approval/measurement of submitted bill within 45 days. All payments shall be made after deduction of income tax, labor cess, deposit or any tax/es, as may be applicable.

- No advance payment shall be made to the Survey agency by the GPCL.
- Payment to the Surveyor shall be made only on completion of a particular item work.
- The payment shall be done as per payment "Schedule-D" and only after certification by GPCL's Higher Authority/Engineer and/or TPI.
- Payment to the Survey agency shall be done on the actual work done.
- In case of any query/issue on the submitted bill by survey agency, the payment shall be released only after resolution of the query/issue and no interest shall accrue on it.

#### 6. Time schedule or Milestones

#### As mentioned in Schedule "E",

Time schedule will be given at the time of assigning of a particular assignment.

The Surveyor should start the work within 48 hours as instructed by GPCL.

Order for work will be on as and when required basis in and within the state of Gujarat.



#### 7. Submission of reports/deliverables

Three (03) copies of each draft report and Six (06) copies of each final report should be submitted along with soft copies (editable as well as non-editable) to GPCL.

All the necessary drawing should be submitted in PDF format, editable Autocad format. Final copies of all drawings should be given in color. If reports, drawings etc. are prepared in specialized software, such specialized software should be provided to GPCL at free of cost to open and operate such report/drawing/sheets/calculations etc.

Three (03) copies in hard copy of original drawings in color in A0 and A1 formats shall be submitted to GPCL.

Soft copies of original drawings in both PDF and AutoCAD format shall be submitted to GPCL in editable format at the end of each consignment in a pen drive (free of virus) inscribed with the site name and work done.

Levels, coordinates and calculations taken & recorded/done for specified survey locations shall be provided in soft copy in PDF, editable Excel and AutoCAD format. The files shared shall be suitable for GPCL to edit any changes that occurs in future.

#### 8. Security Deposit

Security Deposit @10% (of the quoted price or contract value whichever is higher) fee should be paid by the Survey agency (successful empaneled party/bidders) in the form of bank guarantee/FD (Format is given in **schedule** "F"). The security deposit will be refunded without any interest after completion of the activities enumerated under the scope of work duly approved by competent authority of GPCL. Before, releasing the security deposit, GPCL will confirm that Surveyor has complied to the contract in totality. The delay, quality defect, non-compliance or non-submission of any type of material related project which is in purview of Surveyor's scope would also call for partial or full forfeit of Security Deposit. The penalty may be imposed in case of delay/non-submission of document or for work not executed as per TENDER and/or Work Order. The security deposit must be valid for minimum three (03) years.

#### 9. Penalty/Compensation for late submission

If surveyor fails to achieve any milestone or makes any delay, then Surveyor will be liable to pay (at the discretion of the competent authority of GPCL) a penalty to GPCL up to 0.5% per day on the price subject to a maximum of ten (10) per cent reckoned on the contract value of such incomplete portion.



Due consideration will be given in the levy of penalty for reasons beyond control of Surveyor or for force majeure (as per Clause 18) for which documentary evidence will have to be produced to the satisfaction of the competent authority of GPCL.

Penalty shall be adjusted against the pending amount of the bill or Security Deposit as mentioned in Clause 8.

#### 10. Cancellation

GPCL reserves the right to cancel the work order/contract at any time in case GPCL is dissatisfied with the Surveyor's services. In this event, the work done till then by the Surveyor shall be taken over by GPCL. GPCL reserves the right to appoint a new Surveyor and handover to them all the documents to complete the assignment. In such event, the payment to be made to the Surveyor shall be decided by GPCL commensurate with the amount of work rendered by the Surveyor which shall be binding on the Surveyor. GPCL has the right to cancel the contract partially or entirely by providing a 15-day notice, and this action can be taken at any time while the contract is in effect. The Surveyor shall be paid fees only for the actual work done by the Surveyor for the plot area, sites or parks in and within the state of Gujarat up to the date of cancellation of the contract. In case of failure to decide the compensation, an 'arbitrator' as per the terms of the contract shall be appointed to decide the compensation.

#### 11. Performance Guarantee

Surveyor shall have to render the services as per the latest in standard Engineering practices. Surveyor shall be responsible for the soundness of the services rendered. In the event of any deficiency in these services, Surveyor shall promptly re- do/remedy such survey work, design and engineering (3D Modelling) and other services without any additional cost to GPCL, and to carry out such modifications and/or rectifications as may be required.

# 12. Compliance with labour laws, statutes, rules and regulations of Government/Local authority

Surveyor shall comply with all the labour and other laws, statutes and rules & regulations of Central or State Governments or local authorities that may be applicable from time-to-time in respect of any personnel deployed or engaged by Surveyor, either directly or indirectly.

With respect to their employees or assignees, Surveyor shall be solely responsible for strictly following all Labour Laws, Industrial Laws, Factories Act, Contract Labour



(regulations & Abolition) Act, Minimum Wages Act, Payment of Bonus Act, Payment of Gratuity Act, Provident Fund Act, Workmen Compensation Act and such other laws which are applicable from time-to-time, including but not limited to the modification, amendments or additions which are made to these laws during the period of contract. Surveyor will also be responsible for the various levies of State/Central governments and/or any Statutory Body. Surveyor shall have to, at Surveyor's expense, comply with labour laws and keep GPCL indemnified in respect thereof.

Surveyor shall be fully responsible for all matters arising out of the performance of the contract and shall comply, at their own expenses, with all laws /acts /enactments /orders/regulations/statutory obligations, whatsoever of the Government of India/State Government, Local Self Government or any Statutory Authority.

#### 13. Warranty

Any modifications/revision in the report or in plans and sections as are required for the reasons attributable to Surveyor or desired by any approving authority, and such modification/revision are well within the scope, shall be carried out without any additional compensation.

#### 14. Additional work & its compensation

If any additional work emerges out from the requirement of approving competent authority or GPCL feels that such additional work is very much essential and required to be carried out to complete the project/assignment, such additional work needs to be carried out by the Surveyor. Cost / compensation, with detailed terms and conditions, towards such additional work shall be mutually discussed and finalized by competent authorities of both parties.

#### 15. Period of Agreement

The agreement to be entered into between GPCL and the Surveyor shall be valid up to six (06) months after submission of Final Report.

#### 16. Assignment

The rights and liabilities of the Surveyor shall not be assigned or transferred by the Surveyor without the consent (in writing) of GPCL to any other persons, firm or organization. Such assignment/sub-letting shall not relieve Surveyor from any obligation, duty or responsibility under the contract. Any assignment as above without prior written approval of GPCL shall be void. GPCL, may, however, transfer its rights and obligations to any other person, firm or organization after informing the Surveyor.



#### 17. Arbitration

In the event of any dispute or difference at any time arising between the parties relating to the construction, meaning or effect of this agreement or any other clause or any content of the rights and liabilities of the parties or other matters specified herein or with reference to anything arising out of or incidental to this agreement or otherwise in relation to the terms, whether during the continuance of this agreement or thereafter, such disputes or differences shall be endeavored to be solved by mutual negotiations. If, however, such negotiations are not fruitful, they shall be decided by arbitration of two Arbitrators, one to be appointed by each party to the dispute or difference and to an Umpire to be appointed by Arbitrators in writing before taking upon themselves the burden of arbitration. Such a reference shall be deemed to be a submission to arbitration under **Arbitration and Reconciliation Act** 1996 and of any modification or re-enactment thereof.

The venue of arbitration shall be Gandhinagar, Gujarat only subject to the above, the Civil Courts in Ahmedabad/Gandhinagar, Gujarat only shall have exclusive jurisdiction in this matter. The expense of the arbitration shall be paid as may be determined by the Arbitrators.

#### 18. Force Maieure

Force majeure is herein defined as any cause which is beyond the control of either party, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- a) Natural phenomena, including but not limited to floods, droughts, earthquakes and epidemics;
- b) Acts of any Government, domestic or foreign, including but not limited to war, declared or undeclared, priorities, guarantines, embargoes;
- c) Illegal strikes and legal lockouts in respect of assignee's/nominee's scope of work provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.

The Surveyor or the GPCL shall not be liable for delays in performing their obligations resulting from any force majeure cause as referred to and/or defined above.

#### 19. Custody of Drawing, data, report sets

Original drawings of MAPS/ATLAS/DATA/CHARTS/XEROX of classified documents such as Topo-sheets/Data will remain in the custody of Surveyor and shall be submitted to



GPCL as per Clause 7. These original drawings shall be used exclusively for this job and shall not be made use of for any other purpose. These shall be carefully preserved by Surveyor till the completion of the job and shall be handed over to GPCL on preparation of final report.

#### 20. Indemnity

Surveyor shall indemnify GPCL and every members, officers and employees of GPCL, also the Engineer In-charge and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or, in connection with various matters and against all actions, proceedings, claims, demands, costs and expenses which may be made against GPCL or Government for or in respect of or arising out of any failure by Surveyor in the performance of Surveyor's obligation under this Agreement.

GPCL shall not be liable for or in respect of any demands or not be liable for or in respect of any demands or compensation payable under any law in respect of or in consequence of any accident or injury to any workmen or other person in the employment of Surveyor. Surveyor shall indemnify GPCL against all such damage and compensation and against claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

#### 21. Discipline Security & Safety

Personnel deployed by Surveyor at site either directly or indirectly shall adhere to the overall security and safety procedure and the disciplinary procedure that may be prescribed from time-to-time by GPCL at the site. GPCL shall be at liberty to object to the presence of any representative or employee of Surveyor at the site if, in the opinion of GPCL's management, such representative/employee has mis-conducted himself or is incompetent or negligent or otherwise undesirable and in such case Surveyor shall withdraw from site such a person/persons objected to and provide competent replacement. In case the contractor damages any of GPCL's resources within the park while working then the Surveyor will be solely responsible to make proper arrangements to repair the same or pay for repairing the same.

#### 22. Surveyor's Space & Equipments Safety

Material/Equipment storage, space for storage and security at the site shall be the responsibility of the Surveyor. The cost for the same to be borne by the Surveyor and GPCL in no case be liable to any theft or damage to any of the Surveyor's materials or resources.

#### 23. Local Issues

In case of local issues that arise due to the Surveyor's negligence or misconduct while within its work time period at the site or because of any such reasons arising within the



survey area of the Surveyor then the Surveyor will be solely responsible to solve or deal with the same at its own cost without incurring any delay or involving any alien entities.

#### 24. Duties and Approvals

The Surveyor shall be responsible to obtain at its own cost, all required Permits/ Consents / Essentiality Certificates (EC), wherever applicable and required for the performance of its obligations under the Agreement, from the Government of India/ concerned State Governments, authorities or agencies or political sub-division thereof including any for exemption of custom duties on material/equipment imported into India.

GPCL will provide necessary document for obtaining of statutory clearances / approvals from various authorities which shall include, Irrigation Authorities, State PWD, National Highway Department, Roads of Village Panchayat.

Any other approvals, obtaining consent from the land owners and other project affected parties shall be taken care by the bidders. The plot area, sites or parks of GPCL may be on Border Area or guarded by Border Security Forces, hence necessary approvals of authorities are to be taken by the contractor at its own cost.

#### 25. Quality Adherence

#### 25.1. Site Clearance

Any such site clearance required to be done by the Surveyor shall be done with minimum damage to existing structures, flora and fauna, electricity and telephone lines and other infrastructure service at its own cost.

#### 25.2. Earth Work and Excavation

The Surveyor must notify the local authorities or government in case any fossils, coins, valuable artifacts, structures, or other geological or archaeological remains are discovered, and work shall cease until the authorized institution completes the identification of cultural relics.

The Surveyor shall ensure that there is minimum hindrance to normal activities and business and shall avoid damage to permanent structures along with avoiding the loss of standing crops along the road.

The Surveyor will have to carry out any such earth work required for proper installation of the pillars as given in Schedule C at its own cost along with preserving the topsoil to be replaced after completion of pillar construction activity.



#### 25.3. Social Disruptions

The Surveyor shall preferably use local labour (Un-skilled) / skilled persons during the survey work. The Surveyor has to maintain 80% local labour from total requirement of unskilled labour.

#### 25.4. Preservation of Trees

The contractor shall preserve all existing trees in and adjacent to the sites which do not interfere with the constructions as determined by the Engineer-in-charge.

#### 25.5. Omissions and Discrepancies in Drawings and Instructions

In cases of omissions, doubts or discrepancies in the dimensions or discrepancies in the drawings and item of work, a reference shall be made to GPCL, whose elucidation and elaboration shall be considered as authorized.

The Surveyor shall be held responsible for any error that may occur in the work through lack of such reference and precautions. The Surveyor shall also be responsible for accuracy for all shapes, dimensions and alignments etc. of all components of the work.

The Surveyor so assigned is liable to rectify/ correct/ rework part of the survey area assigned to it for surveying by GPCL at its own cost. No extra cost shall be given to the surveyor by GPCL based on the rectification, correction or rework of any of the survey work.

#### 25.6. Medical Aid

- i. The Surveyor shall arrange all the necessary medical facilities for his staff and labour athis own cost.
- ii. The Surveyor shall arrange in his office, work shop, work site and camps facilities of clear portable treated water and arrange for proper drainage and proper disposal of sewage.
- iii. The Surveyor shall also provide for medical supervision of his workers against epidemics.

#### 26. Safety Code

These safety provisions should be brought to the notice of all concerned by display on the notice board by the contractor at a prominent place at work spot. The persons responsible for compliance of the safety code shall be named therein by the contractor.

To ensure effective enforcement of the rules relating to safety precautions, the arrangement made by the contractor shall be open to inspection by the Labour Officer, GPCL's Engineer or their representative.



All necessary personal safety equipments as considered adequate by the GPCL's Engineer-in-charge should be kept available for the use of persons employed at the site and maintained in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by those concerned.

- a) Workers employed on mixing concrete, cement grout, cement mortar shall be provided with protective footwear like gumboots and protective goggles and protective gloves.
- b) Those engaged in mixing or stacking cement or any materials injurious to the eye, nose and mouth shall be provided with a face mask and protective cover free of cost by the contractor.
- c) Those engaged in welding work shall be provided with welder's protective eye shield and gloves.
- d) Stone breakers shall be provided with protective goggle and protective clothing and seated at sufficiently safe intervals.
- e) Those engaged in binding and fabricating steel shall be provided with protective gloves.
- f) Those engaged in deep cuts, tunnels, large rock excavation shall be provided with helmets.
- g) When the work is near any place where there is risk of drowning all necessary steps for prompt rescue of any person in danger and adequate provisions should be made for prompt first aid treatment of all injuries likely to be sustained during the course of work.
- h) Adequate and suitable caution and danger signal boards shall be prominently exhibited at road/river crossing/high tension over head line/where heavy electrical machines are working/where overhead cranes or hoist; derricks, winches are working/where blasting zone is demarcated; The content of the board shall be in English and the local languagefor easy identification.
- i) The survey related data, documents, etc. should not be shared by the contractor without permission from GPCL.



## 27. Undertaking by Survey Agency

To,	
Chief Project Officer,	
Gujarat Power Corporation Limited	
We have read all the terms and conditions of to abide by all the terms and conditions mention	
	Signature Authorized Signatory
Name of Authorized Signatory: -	
Designation of Authorized Signatory:	
Date:	(Company Seal)
Place:	



#### **SCHEDULE "A"**

#### TERMS OF REFERENCE (SCOPE OF WORK) FOR SURVEYOR: -

#### **Detailed Survey Work will cover**

- a. DGPS survey and Demarcation of the plot area, site or park of GPCL in and within the state of Gujarat.
- b. 'Topography Survey' of the plot area, site or park of GPCL using DGPS and total station with minimum least count of 1 second in and within the state of Gujarat.
- c. 'Contour Survey' of the plot area, site or park of GPCL in and within the state of Gujarat.
- d. 'Development of 3D Contour' or '3D Modeling' of the plot area, site or park of GPCL in and within the state of Gujarat.
- e. Transfer of levels and setting of permanent bench mark (PBM) by fly level for the plot area, site or park of GPCL in and within the state of Gujarat.
- f. Establishment and fixing of PBM as per standard specifications within the plot area, site or park of GPCL in and within the state of Gujarat.
- g. Stone fixing and boundary pillar fixing as per standard specifications within the plot area, site or park of GPCL in and within the state of Gujarat.
- h. Material, machinery and labor procurement for stone fixing and pillar fixing for the points surveyed at plot areas, site or park of GPCL in and within the state of Gujarat.
- i. If the linear distance between any two consecutive vertices is more than 100m, then fixing as many minimum numbers of iron rod as may be needed to ensure that the distance between consecutive iron pegs is not more than 100m.
- j. The reference points on the grounds to be used for the survey should be certified by the Government of Gujarat DILR/SCDLR.
- k. Have strong coordination with CONCERNED DISTRICT DILR Office.
- I. Obtain village map /hard copy duly signed from DILR office for concerned site & its village.
- m. GPCL may provide either location details or cadastral map or survey number. Agency shall have to obtain necessary DILR records & Map in soft/hard format.



## SCHEDULE "B"

# <u>Tentative List of all Lands, Plots and Parks of GPCL where survey needs to be done, on PRIORITY basis</u>

Site No.	Name of Project	Location	Land (Ha)
01	Raghanesda 50-60MWh BESS setup in Existing Solar Park Phase-1	Village: Raghanesda Taluka: Vav Dist.: Banaskantha	1.47
02	12/15 MWh BESS setup in Existing 5MW Solar Project in Charanka Solar Park	Village: Charanka Taluka: Santalpur Dist.: Patan	0.25
03	5MW Solar Plant with 15/20 MWh BESS setup in Charanka Solar Park	Village: Charanka Taluka: Santalpur Dist.: Patan	9.62



#### **SCHEDULE "C"**

(TO BE SEPERATELY SEALED IN ANOTHER COVER and marked as "PRICE BID COVER". This sealed price bid cover to be inserted in "Main Bid Cover)

To carry out various Survey works for a Period of Two (2) Years in any of GPCL's Plot Area, Sites or Parks in and within the state of Gujarat. (as and when required basis).

#### PRICE BID (BOQ) FOR 100 Ha Land

Name of Work: Survey works for a minimum Period of Two (02) Years in any of GPCL's Plot Area, Sites or Parks in and within the state of Gujarat.

Sites of Parks in and within the state of Gujarat.						
Sr. No.	Item	Description	Unit	Qty	Rate	Amount (Rs.)
1a	Item No. 1	Demarcation without Pillar Fixing* (upto 100 points)	Points	100		
		*(shall have to assist and facilitate DILR Dept. during measurement as and when required)				
1b	Item No. 1	Demarcation without Pillar Fixing* (after 100 points)	Points	100		
		*(shall have to assist and facilitate DILR Dept. during measurement as and when required)				
2a	Item No. 2	Demarcation (upto 100 points) with Supply, Fixing and setting of Boundary pillar with stone/Pre- cast RCC pillar of dimensions 150mm x 150mm x 600mm (with material, machinery and labor) at site	Pillar	100		
2b	Item No. 2	Demarcation (after 100 points) with Supply, Fixing and setting of Boundary pillar with stone/Precast RCC pillar of dimensions 150mm x 150mm x 600mm (with material, machinery and labor) at site	Pillar	100		
3		Topographical survey and Contour Survey by DGPS and TS at 0.5m interval (T & C survey)				
a	Item No. 3	5m X 5m grid	Hectares	100		
b		10m X 10m grid	Hectares	100		
С		20m X 20m grid	Hectares	100		
d		50m X 50m grid	Hectares	100		



## PRICE BID (BOQ) FOR 100 Ha Land

Name of Work: Survey works for a minimum Period of Two (02) Years in any of GPCL's Plot Area, Sites or Parks in and within the state of Gujarat.

	Sites of Parks in and Within the state of Gujarat.					
Sr. No.	ltem	Description	Unit	Qty	Rate	Amount (Rs.)
4 (i)		After T & C survey, Calculation details and other calculation of existing structures, L-section, cross section				
а	Item No. 4	5m X 5m grid				
b		10m X 10m grid	Lumanaum	1		
С		20m X 20m grid	Lumpsum	1		
d		50m X 50m grid				
4 (ii)	Item No. 4	Submission of AutoCAD, PDF and KMZ drawings of the above pillar fixing work	Lumpsum	1		
5	Item No. 5	Level Transfer (setting up of permanent bench mark by fly level w.r.t. MSL from nearest authentic Govt. structure or structure shown by GPCL	Kilo Meter (Crow fly distance)	10		
6	Item No. 6	Fixing and setting of permanent bench mark (PBM) by constructing proper foundation on site with M20 grade of concrete of dimensions 350mm x 400mm x 600mm along with placement & punching of MS plate 150mm x 100mm x 3mm for identification as per required standards (with material, machinery and labor) at site	SINGLE WORK	1		
7	Item No. 7	Topography with contour Survey by Drone System	Hectares	100		
8	Item No. 8	For Road: Topographical survey and Contour Survey by DGPS and TS at 10 mtr. Interval for existing	km	15		



#### PRICE BID (BOQ) FOR 100 Ha Land

Name of Work: Survey works for a minimum Period of Two (02) Years in any of GPCL's Plot Area, Sites or Parks in and within the state of Gujarat.

Sr. No.	Item	Description	Unit	Qty	Rate	Amount (Rs.)
		road on field or required road as per site condition (T & C survey)				
9	Item No. 9	For Road: After T & C survey, Calculation details and other calculation of existing road on field or required road as per site condition with L-section, cross section	km	15		
10	Item No. 10	3D modelling	SINGLE WORK	1		
TOTAL (Rs.)						

#### Note:

- 1) Gujarat Power Corporation Limited reserves the right to accept or reject any or all the offers without assigning any reason thereof.
- 2) The prices quoted of each item i.e. of 1 to 10 should be firm and for the terms of reference as shown in Schedule "A" including cost of man-hours spent in surveyors office and GPCL's office/site during data collection & discussion etc., all expenses for personnel services, visits, transport charges, boarding and Lodging charges, food charges, cost of collecting required data, etc. and all necessary services, materials, stationery, computer services, typing, printing Xeroxing etc. to fulfill the requirement of the scope. No escalation in price will be granted on any account. (Refer Clause3.0)
- 3) The prices quoted must be exclusive of GST. GST may be paid extra as per norms.
- 4) For the purpose of price bid evaluation, item no. 1, 2, 3 would be considered for evaluation and Item no. 4 to 10 would not be considered for evaluation. Sum of total amount of item no. 1, 2,3 would be the base for Priority setting. i.e. Lowest sum of item no.1, 2, 3 would be the L-1 party to call for further negotiation.
- 5) GPCL may have authority to split up the work or allot the work order to multiple Surveyors /Survey agencies on the same rate.
- **6)** The rate quoted would be inclusive of lodging, boarding, travelling and other miscellaneous cost.



- 7) Extra Visit charges are payable only when GPCL calls / invites the Bidder for GPCL's own requirement for better understanding the site situation and co-ordination with other agency. Bidders must visit the site for requirement/compliance to conditions for conducting the survey work. The extra visit charge should be reasonable. Extra visit charges shall include transportation, lodging and boarding of Surveyor personnel, which may be decided by GPCL before extra visit.
- 8) For item no. 1 and/or item no. 2 of Price Bid, GPCL may provide one time "To & Fro Transportation cost" for one vehicle only, as per the table below, from Surveyors registered office/local office/lab (whichever is shortest) to the site for which work order shall be awarded.

Sl. No.	Number of Points		Transportation Cost (only) to be borne by	Transportation Cost/km (Tentative)
	From	То		
A	0	49	GPCL	10 Rs./km
В	50	99	GPCL	08 Rs./km
C	100 & Above		Survey Agency	

#### Note\*:

- i) The above transportation cost/km details are tentative and subject to change as per decision of GPCL.
- j) All other expenses like personnel services, boarding and lodging charges, food charges, cost of collecting required data, etc. and all necessary services, materials, stationery, computer services, typing, printing, Xeroxing/photocopy etc. and other miscellaneous charges shall be borne by survey agency only.

Authorized signature of party with seal.



#### **SCHEDULE "D"**

#### **Schedule of Payment**

- 1) Letter of Intent (LoI) shall be given to all successful empaneled bidders.
- 2) Individual Letter of Award (LoA)/Work Order for specific location and/or work type shall be issued separately.
- **3)** Payment shall be done only for actual work carried out at site after certification of GPCL's Higher Authority/Engineer and/or TPI.
- 4) No advance payment will be provided by GPCL.
- 5) 80% payment will be released upon submission of Final Survey report/ Completion report/ Calculation sheet / Model as desired, in Hard as well as soft copy.
- **6)** 20% payment will be released after acceptance of the Survey report/ Completion report/ Calculation sheet / Model as desired in Hard as well as soft copy.
- 7) The contractor must have to submit their tax invoice bill with relevant documents for payment.



## Schedule "E"

## **Time schedule or Milestones**

Sr. No.	DESCRIPTION	Period
1	To carry out various Survey works for a minimum Period of Two (02) Years in any of GPCL's Plot Area, Sites or Parks in and within the state of Gujarat as per the scope of work as mentioned in schedule -A.	of assigning of a particular project site.



#### SCHEDULE - "F"

#### [ ONLY FOR SUCCESSFUL EMPANELED PARTY/BIDDERS]

## <u>DEMAND DRAFT / BANK GUARANTEE:</u> <u>FOR SECURITY DEPOSIT</u>

NOTE

- 1) This guarantee has to be furnished by a Nationalized Bank / Scheduled Bank.
- 2) The Bank Guarantee should be furnished on non-judicial stamp paper of Rupees Three Hundred Only (INR 300/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page.

3)	The stamp paper should be purchased in the name of Bank executing the guarantee.
	CONTRACT GUARANTEE NO.:
	PLACE:
	DATE:

To,

GUJARAT POWER CORPORATION LIMITED, BLOCK NO. 8, 6<sup>TH</sup> FLOOR, UDYOG BHAVAN, GANDHINAGAR, GUJARAT

Dear Sir,

GUJARAT POWER CORPORATION LIMITED, ("The Company") of the other part.

1.0 In consideration of the GUJARAT POWER CORPORATION LIMITED, a public limited company incorporated in the state of Gujarat under the Companies Act, 1956 (Act I of 1956) having its Registered office at BLOCK NO. 8, 6TH FLOOR, UDYOGBHAVAN, SECTOR 11, GANDHINAGAR, hereinafter referred to as the OWNER/PURCHASER, which expression shall, unless repugnant to the context or meaning, thereof include its successors. representatives and assignees, having awarded in favour registered office at......hereinafter M/s..... having referred to as the SURVEYOR which expression shall, unless repugnant to the context or meaning thereof include its successors administrators, representatives and assignees, a contract, hereinafter referred to as the "CONTRACT" for the..... on terms and conditions outlined, in the OWNER/PURCHASER's Contract/ Letter of Intent No.....as well as "CONTRACT" documents, valued at Rs...... (Rupees.....) and the same having been unequivocally accepted by the SURVEYOR and the SURVEYOR having agreed to provide a Contract



- 3.0 The Bank further irrevocably guarantees and undertakes to pay any and all monies due and payable by SURVEYOR by reasons of non-fulfillment for the successful and satisfactory services furnished under the said contract as per the specifications and documents.
- 4.0 The OWNER/PURCHASER is granted complete freedom to extend the performance time by SURVEYOR, without impacting the Bank's liability under this guarantee. The Bank's obligations under this agreement will not be discharged by any actions taken by the OWNER/PURCHASER in relation to this matter.
- 5.0 The OWNER/PURCHASER is granted complete freedom to delay, without impacting this guarantee, the utilization of any powers vested in them or any rights they may have against the SURVEYOR. They may exercise these powers at any time and in any manner, whether to enforce or refrain from enforcing any covenants stated or implied in the CONTRACT between the OWNER/PURCHASER and the SURVEYOR, or any other course of action, remedy, or security available to the owner. The BANK shall not be its obligations or liabilities under these terms due OWNER/PURCHASER's exercise of their freedom in relation to the aforementioned matters, or any other actions, omissions, indulgences, or circumstances that would, under normal circumstances, release the BANK from its guarantee. Furthermore, the Bank commits not to withdraw this guarantee during its validity period without the prior consent of the OWNER/PURCHASER.



- 6.0 The Bank also acknowledges that the determination made by the OWNER/PURCHASER regarding the SURVEYOR's failure to meet their obligations and/or the amount owed by the BANK to the OWNER/PURCHASER under this agreement shall be ultimate, definitive, and obligatory for the BANK.
- 7.0 The BANK also recognizes that the OWNER/PURCHASER will have the option to hold the BANK accountable as the main debtor under this guarantee, regardless of any other security or guarantee related to the SURVEYOR's liabilities.
- 8.0 This guarantee will not be discharged due to the change in the constitution of the BANK or the SURVEYOR.

Attorney No. &Date.

restricted to Rs ( force upto and including period as may be desired by	herein above, our liability under this guarantee is (Rupeesonly) and it will remain in and shall be extended from time to time for such M/s on whose behalf this at this Day of
WITNESS	SIGNATURE
	(Printed Name)
1	Designation
(Signature with Name in	Emp. Code No
Block letters and with Bank	ker's Common Seal
Designation)	Attorney as per Power of
	Attorney No
	Dated
2	Attorney as per Power of

(Signature with Name in

Block letters and with Designation)