



**e-TENDER**

**TENDER NO - GMDC/PP/RE-INVITE/ROOF/DRAIN/2015-16-02**

**PROVIDING AND FIXING OF UPVC DRAIN AND PVC RAIN WATER PIPES FOR TURBINE AND BUNKER FLOOR ROOF AREA AS PER SPECIFICATIONS AT GMDC 2x125 MW AKRIMOTA THERMAL POWER STATION, VILL. NANICHER, TAL. LAKHPAT, DIST. KUTCH**

**NOTE:**

- 1. This is online Tender (e-Tender), hence Bidder has to submit all the forms electronically only.**
- 2. Bidder has to submit draft for Tender Fee, EMD and other documents physically or by post along with technical bid at our office as per e- tender notice.**
- 3. Tenderer has to submit Technical Bid along with Technical detailed specification.**

**General Manager (Power)  
GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED  
(A Govt. of Gujarat Enterprise)  
KHANIJ BHAVAN, 132' RING ROAD, UNIVERSITY GROUND  
VASTRAPUR, AHMEDABAD- 380 052  
Phone No. 079-27913200  
Fax: 079-27918221/1454 E-mail [power@gmdcltd.com](mailto:power@gmdcltd.com)  
Visit our web-site: [www.gmdcltd.com](http://www.gmdcltd.com)**



**GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED**

**Tender No. - GMDC / PP /RE-16INVITE/ROOF/DRAIN/2015-16-02**

<b>Work Description</b>	:	<b>Providing &amp; fixing of UPVC drain and PVC rain water pipes for turbine and bunker floor roof area as per specifications.</b>
<b>Place of work</b>	:	<b>2X125 MW Akrimota Thermal Power Station, Village Nani Chher, Taluka Lakhpat, Dist. Kutch (Gujarat)</b>
<b>Period of contract</b>	:	<b>(02) Two Months</b>
<b>Tender Fee</b>	:	<b>500/- by D.D. only (Five hundred Rupees only)</b>
<b>EMD</b>	:	<b>Rs. 15,000/- (Fifteen Thousand only) in form of Demand Draft of Nationalized Bank / schedule Bank in favour of GMDC Limited payable at Ahmedabad only and to be submitted along with technical bid only, failing which tender will not be considered as a valid tender.</b>
<b>Availability of EOI document</b>	:	<b>On website <a href="http://www.statetenders.com/">www.statetenders.com/</a> <a href="https://gmdc.nprocure.com">https://gmdc.nprocure.com</a></b>
<b>Last date and time of downloading the tender</b>	:	<b>31/07/2015 up to 16:00 Hrs</b>
<b>Last date and time of online submission of bid</b>	:	<b>31/07/2015 up to 16:00 Hrs</b>
<b>Last date &amp; time for submission of tender fees, EMD and all necessary supporting documents in hard copies. (physically)</b>	:	<b>31/07/2015 up to 18:00 Hrs</b>
<b>Date &amp; time for on-line opening and viewing of preliminary bid</b>	:	<b>01/08/2015 at 11:00 Hrs</b>
<b>On-line opening of technical bid</b>	:	<b>01/08/2015 at 11:05 Hrs</b>
<b>Validity of Tender</b>	:	<b>120 days from the date of opening of preliminary bid.</b>

**Note: GMDC reserves the right to reject any or all the tenders or split the work between more than one bidders without assigning any reason thereof**

**Instruction to Bidders for Tendering:**

1. Tender documents are available only in electronic format which Bidders can download free of cost from the website [www.gmdcltd.com](http://www.gmdcltd.com) and Interested bidders can view tender documents & submitted online at <https://gmdc.nprocure.com>. Tender Documents are only available in Electronic Form. The bidder should submit all the bids electronically only through

<https://gmdc.nprocure.com>.

2. Bidders who wish to participate in this tender will have to register on <https://gmdc.nprocure.com>. Further bidders who wish to participate in online tenders will have to procure Digital Certificate as per information technology Act 2000 using which they can sign their electronic bids. Bidder can procure the same from (n) code solutions – a division of GNFC Ltd, who are licensed Certifying Authority by Govt. of India and they will assist them in procuring the same at below mentioned address. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.
3. The bidders are required to submit the Tender Fee and EMD amount in sealed cover at Ahmedabad GMDC office as per tender. If EMD amount & Tender Fee are not submitted, tender will not be considered for scrutiny and will be summarily rejected. In case, bidder needs any clarification or if training required for participating in on line tender, they can contact following office: -

**(n)code Solutions- A Division of GNFC Ltd,  
(n)procure cell 301, 3rd floor, GNFC Info tower,  
Sarkhej - Gandhinager Highway, Bodakdev,  
Ahmedabad - 380 054.**

**Toll Free: 1-800-233-1-1- Ext: 501,512,516,517**

**Phone: (079) 26857316/17/18**

**Fax: (079) 26857321**

**E mail: [nprocure@gnfc.net](mailto:nprocure@gnfc.net)**

4. This is three bid systems. The bid is required to be submitted on line at <https://gmdc.nprocure.com> by the date and time prescribed in the tender notice as under:

#### **Part – I Preliminary Bid**

To be submitted online about the details of **e-Tender fee and EMD**. Original DD's to be submitted in a sealed and separate envelope.

If the EMD and tender fee are not found in the sealed technical bid document cover or if the amounts thereof are found short, the tender will not be considered for scrutiny and will be out rightly rejected.

#### **Part - II Technical bid (Annexure I to III)**

5. Technical bid documents i.e. various annexure/documents are to be submitted **on line only**. However, the supporting documents required to be submitted in support of experience, financial position, status of the bidder, list of equipments owned by the bidders etc. shall be placed in sealed cover super-scribed "TECHNICAL BID, Tender No., and Name of work, should be submitted separately to

**GENERAL MANAGER (POWER)**  
**Gujarat Mineral Development Corporation Ltd.**  
**(A Govt. of Gujarat Enterprise)**  
**7<sup>th</sup> Floor, "Kanij Bhavan", 132 Ft. Ring road, Nr. Manav Mandir, University Ground,**  
**Vastrapur, Ahmedabad-380 052**  
**Ph: 079 27913200/3502/1662/1665**  
**Fax no: 079 27911822/2791 1520 E-mail: [power@gmdcltd.com](mailto:power@gmdcltd.com)**  
**Visit our web site: [www.gmdcltd.com](http://www.gmdcltd.com)**

### **Part – III Price-bid (Annexure IV)**

To be submitted **on line only** before the stipulated time.

**Electronic submission of price bid only will be entertained and no physical price bid will be entertained. Also no fax, e-mail, letters will be entertained for the same. Price bid will be submitted online only. Physically price bid will not be considered.**

6. Following should be submitted, off-line“ in sealed covers separately at our Corporate Office, Ahmedabad.
7. [1] Original D.D. of e-Tender Fee [2] Original D.D. of E.M.D. [3] Supporting Documents required in support of Technical Bid.
8. First the Prequalification / Technical Bid will be opened on-line on the date of opening of the tender. The Corporation will scrutinize the same and the Price Bids will be opened only of those bidders, who qualify themselves in Technical/ Prequalification Bid.
9. All supporting documents for pre-qualification bid & technical bid should be submitted in sealed and separate pre-qualification & technical bid envelope only. The tender fee and EMD should be submitted along with technical bid. No any other separate submission will be accepted except the need to fulfil the requirement specifically demanded in writing by GMDC.
10. All bids should be signed by authorized person of the bidding agency.
11. Bids shall not be accepted after the time and date fixed for receipt of bids set out. Bids received after the above time and date, so fixed, will not be considered.
12. The owner, may at its discretion, extend the deadline for submission of the bids by amending the bidding documents in accordance or by issuing the corrigendum at GMDC website ([www.gmdcltd.com](http://www.gmdcltd.com)) / <https://gmdc.nprocure.com> and in that case all rights and obligations of the owner and bidder previously subject to the deadline will thereafter be subjected to deadline as extended.
13. Bidder shall bear all costs associated with the preparation and submission of its bid, and the GMDC will in no case be responsible or liable for these costs or postal delay.
14. The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the owner, shall be written in English. Any printed literature furnished by the bidder may be written in another language provided that this literature is accompanied by English translation, in such case, for purpose of interpretation of the bid, the English translation shall govern.
15. The Bidder is required to carefully examine and fully satisfy himself in all conditions and matters, which may in any way, affect the “works” or the cost thereof. If any Bidder finds any discrepancies in the specifications and documents or is in doubt as to the true meaning of any part, he shall at once request in writing for any interpretation clarification of the Techno-commercial bid. All such interpretations and clarifications shall form a part of the specification and documents and accompany the bidder’s proposal. However the declared timeline by GMDC for submission of bid or opening of tender shall not change.

## PROJECT DATA

### 1.00 Site Description

Akrimota Thermal Power Station is a pit head power station in Kutch District, Gujarat (India) having capacity of 250 MW (2x125 MW each) under stage- 1 ; with a future provision of Stage-II extension with identical unit of the same capacity.

1.01 Site of Project : Chher Nani; Tal.- Lakhpat,  
Dist. – Kutch, Gujarat,India

### 1.02 Approach to Site :

- a. Nearest Town : Bhuj at 150 kms approx
- b. Nearest Railway Station : Broad Gauge Rail Station  
Bhuj at 150 kms.
- c. Nearest Port : Kandla at 220 kms
- d. Nearest Airport : Bhuj at 150 kms

1.03 Access Roads : Bhuj town is connected by National Highway # 8A to Gandhidham. State Highway # 45 connects Bhuj to Lakhpat and to Narayan Sarovar (Koteshwar). Site is two kms West of Lakhpat - Narayan Sarovar road. There are many cause ways Between Bhuj and site.

1.04 Site Elevation : 15 M above MSL

1.05 Type of Atmosphere : Hot, humid and corrosive oxides of sulphur and chlorides present in the coastal saline atmospheric air.

1.06 Seismic Data : As per IS : 1893-1975  
(Latest Issue)

a. Zone : V

b. Intensity : IX

c. Importance Factor I : 1.5

### 2.00 METEOROLOGICAL DATA ( from. nearby Meteorological Station Bhuj)

#### 2.01 Ambient Air Temperature

a. Highest monthly mean of daily max temperature : 36 C

- b. Max dry bulb temperature : 47.8 C
- c. Min dry bulb temperature : 1.1 C
- d. Design ambient temperature for equipment including motors : 50 C
- e. Design wet bulb temperature : 29 C

2.02 Rainfall

- a. Average annual rainfall : 350 C
- b. Maximum per hour : 40 mm
- c. Maximum twenty four(24) hours : 470 mm
- d. Period of water scarcity : June to August; Area is prone to droughts for sustained periods of up to 4 to 5 years.

20.3 Wind Velocity

- a. Maximum wind velocity : 150 km/hr
- b. Wind Direction : N ; NE ; and SW
- c. Wind pressure : 200 kg/cm<sup>2</sup> up to 30 M elevation, and increased as per IS : 875 (latest)

2.04 Relative Humidity

- a. Annual mean humidity : 60%
- b. Maximum humidity : 95%
- c. Minimum humidity : 20%

BID FORM:

**Application expressing interest by the Bidders:**

**TO,**

**GENERAL MANAGER (POWER)  
GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED  
(A Govt. of Gujarat Enterprise)  
KHANIJ BHAVAN, 132' RING ROAD, UNIVERSITY GROUND  
VASTRAPUR, AHMEDABAD- 380 052**

**Subject: Providing & fixing of UPVC drain and PVC rain water pipes for turbine and bunker floor roof area as per specifications at GMDC Akrimota Thermal Power Station**

Dear Sir,

I/We are interested in participating in the above e-Tender for the subject works at Akrimota Thermal Power Station at village Nani Chher, Taluka Lakhpat of District Kutch. We will carry out the works as per terms & conditions mentioned in the tenders.

I/We have adequate experience of similar works and have adequate infrastructure, machinery and funding at our disposal to execute the work. We have sound financial position to fulfill any additional requirement if required to carry out the work to the entire satisfaction of the GMDC. We have understood that during the contract period, GMDC will be only responsible for providing supports and no other lieu will be paid/ reimbursed by GMDC in any case. If my work is not satisfactory, GMDC will authorise to cancel the contract at any time & my security deposit also will be forfeited.

Thanking you.

Yours faithfully,

[Authorized Name, Signatory & Stamp]

## **NOTICE INVITATION TO BIDDER:**

Gujarat Mineral Development Corporation Ltd. (GMDC) invites bids from reputed financially sound and experienced contractors for Providing & fixing of UPVC drain and PVC rain water pipes for turbine and bunker floor roof area as per specifications at GMDC Akrimota Thermal Power Station :

Contract period: Contract period will be of two months. The validity of the Bid shall be 120 days from the date of opening of preliminary bid.

Bids complete in all respect will be received by General Manager (Power) at the above address.

GMDC reserves the right to reject any or all the EOI or split the work between more than one bidders without assigning any reason thereof.

### **2.0 LOCATION AND DESCRIPTION OF THE SITE:**

The proposed work at Akrimota Thermal Power Station in village Nani Chher, Taluka Lakhpat of District Kutch (Gujarat). The location of project is approachable in all weather by roads.

### **3.0 SCOPE OF WORK:**

1. Contractor will have to remove existing old drain (Gutter) and rain water pipes and provide & fixing of the UPVC drain (Gutter) and PVC rain water pipers as per schedule & specifications with required accessories/fitting to complete the work.
2. Contractor will have to provide required man power, tools & tackles, consumables, scaffolding materials etc. to complete the work within time frame.
3. Contractor will have to engage experience man power of similar work to complete the work within time limit.
4. This work will be done at approx. height of 33 mtr, 50 mtr and more at different areas as per instructions by EIC. Contractor will have to take care & provide safety equipments to their deployed personal at ATPS site.
5. Removing of all old scrapes will be deposited in GMDC store as location decided by EIC / store I/C.

### **4.0 DELIVERABLES FROM SUCCESSFUL BIDDER:**

Successful bidder has to provide works report in two hard copies at site with CC to GM (Power) at H.O. The details of reports required are as below:

- 1) Manpower Attendance Sheet certified by EIC.
- 2) Works reports area wise as per work order.
- 3) Service tax certificates.
- 4) VAT / Excise certificates (if applicable).
- 5) Standard Check list certified by EIC.

All above documents will be certified by EIC/ Officers at site.

### **5.0 OBJECTIVE AND NATURE OF WORK:**

Gujarat Mineral Development Corporation is a flagship Public Sector Undertaking of Government of Gujarat. The Company is engaged in mining, mineral beneficiation and power generation activities.

The company is operating 2x125 MW Akrimota Thermal Power Station at village Nani Chher, Taluka Lakhpat, Dist. Kutch Gujarat.

The successful bidder will supply the required materials as mentioned in the tender and fixing as per requirement at site in area specified by GMDC at Akrimota Thermal Power Station in village: Nani Chher, Taluka: Lakhpat of District: Kutch (Gujarat). The scope of GMDC in this contract would only be to provide water & support. No other financial, administrative or other form of contribution will be rendered by GMDC.

## **6.0 GENERAL SCOPE OF SERVICES:**

1. All tools and tackles required for complete the work in the scope of contractor only. GMDC is bind only to provide water to the contractor.
2. The successful bidder shall deploy their manpower for the satisfactory completion of the entire scope of work and responsible for management in all aspects for their manpower deployed.
3. The successful bidder shall make his own arrangement for shifting the materials, manpower and other associated transportation to new location / site at his own cost.
4. The successful bidder shall make his own arrangement for diesel, lubricants, all other consumables, power, camping, transportation etc.
5. Successful bidder will be responsible for overall safety of their workers and he should provide necessary personal protective equipment to their worker as, when and where required.
6. GMDC reserves the right to reject any or all the EOI or split the work between more than one bidders without assigning any reason thereof.
7. This work will be done at approx. height of 33 mtr and 50 mtr at different areas as per instructions by EIC. Contractor will have to provide safety equipments to their deployed personal at ATPS site.

## **7.0 THE e-TENDER & OFFER:**

It is a three-bid system. The bids are required to be submitted by the date and time prescribed in the tender notice as under:

**Part I-Pre-qualification bid shall** be submitted with the following documents:

1. Proof of experience previous order copies / previous agreement copies issued by the present or previous clients (page 16).
2. Tender Fee / EMD information payable at Ahmedabad.
3. Copies of duly filled all Annexure.
4. Copy of Permanent Account Number (PAN).
5. Copy of PF Registration.
6. Copy of Workman Compensation Policy at site.
7. Copy of Service tax Certificate.
8. Copy of insurance policy of their workers at site.

Bids received without above documents of evidence and EMD will be summarily rejected.

## **Part II- Technical bid without price:**

The tender document duly signed without price bid along with techno commercial deviations, if any, shall accompany the bid. The following information shall be provided in the techno-commercial bid:

1. Brief information about bidder organization.
2. The tender documents of GMDC should be submitted duly signed by authorized signatory of the bidder.
3. E.M.D. in the form of A/C payee Demand Draft of Nationalized Bank/Schedule Bank in favour of GMDC Limited payable at Ahmedabad.

## **Part II I- Price bid**

1. The bidder shall fill the price in the given format only on-line. Physical price bid will not be accepted in any circumstances.
2. If the tender fee and EMD are not found in the sealed technical bid document cover or if the amount thereof is found short, the tender will not be considered for scrutiny and will be rightly rejected.
3. The Corporation reserves the right to reject any or all the tenders or split the work between more than one bidders without assigning any reason thereof.

### **8.0 OPENING OF BIDS:**

1. E-tendering procedure is explained as above.
2. Preliminary bids will be opened after verification of receipt of payment towards Tender fee and EMD.
3. On verification of the supporting documents, technical qualification of the bidders will be assessed & price bid will be opened only technically qualified bidders.

### **9.0 CORRIGENDUM:**

Please note that there is no provision to take out the list of parties downloading the tender document from the above referred websites. As such tenderers are requested to see the website [www.gmdcltd.com](http://www.gmdcltd.com) or [www.gmdc.nprocure.com](http://www.gmdc.nprocure.com) once again before due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigendum, if any, will be that of the downloading parties. No separate intimation in respect of corrigendum will be sent to tenderers who downloaded the tender document from the website.

### **EARNEST MONEY DEPOSIT:**

1. A non-interest bearing **Earnest Money Deposit of 15,000/-** shall be paid along with the tender, enclosed with Technical Bid documents in seal cover super scribed "TECHNICAL BID", in form of DD in favour of **GMDC Ltd. payable at Ahmedabad** from any Nationalised or scheduled banks (not being a cooperative Bank).
2. The unsuccessful bidders will be refunded the EMD amount by way of crossed cheque within 90 days of finalisation of the tender.
3. The EMD of the successful bidders shall either be adjusted as a part of security deposit, if desired by the tenderer or shall be refunded by way of crossed cheque on receipt of security deposit amount / completion of work.
4. If the party does not accept the work order issued by G.M.D.C., then EMD amount paid by the bidder will be forfeited & GMDC may blacklist the bidder.

### **10. SECURITY DEPOSIT:**

The successful Tenderer shall have to deposit Security Deposit @ 5% (including EMD) of the total work order value within a fortnight after receipt of the LOI / work order by Demand Draft / Bank Guarantee in favour of **GMDC Ltd. payable at Ahmedabad** from any Nationalised or scheduled bank (not being a cooperative Bank).

If the successful Tenderer does not pay Security Deposit or does not fulfill any of the terms & conditions of this tender, Earnest Money Deposit paid by such Tenderer shall be liable to be forfeited by the Corporation.

Security Deposit paid by the successful Tenderer shall be liable to be forfeited by the Corporation, if he is not able to work as per terms & conditions of the tender.

Security Deposit paid will be refunded after the satisfactory completion of guarantee / warrantee period of 12 months within 90 days on demand by contractor.

Earnest Money / Security Deposit will not bear any interest.

After completion of work bidder will have to submit 'NO DUE CERTIFICATE' for final payment.

**11. NO RELAXATION ON EMD/SD:**

Unit registered with Govt. of Gujarat / National Small Industrial Corporation Ltd., As SSI Unit will not be exempted from paying Earnest Money Deposit / Security Deposit in any case. Cheque will not be accepted.

12. Specification & Technical details as given in the tender shall be clearly confirmed in the offer. In case any deviation is proposed, it shall be clearly highlighted in deviation form only. All other information required (technical) literature, leaflet, price list etc. should be furnished. However, the decision of the company regarding the acceptability of the deviation shall be final.

**13. PRICE:**

Bidders are requested to quote the rates strictly as per the terms and conditions mentioned in the Tender Document. Rate quoted by the Tenderer should be firm and no price increase will be allowed to the tenderer during the execution of contract period.

**14. VALIDITY:**

Rate quoted shall remain valid for 120 days from the date of opening of the Preliminary / Technical-Bid, which shall have to be extended unconditionally for further maximum period of 30 days, as deemed fit by the Corporation.

**15. TAXES, DUTIES & LEVIES AND STATUTORY OBLIGATIONS.**

The quoted rate will be inclusive of all taxes (VAT, sales tax, and excise), duties, insurance, transportation, mobilization, demobilization, levies etc. **except service tax** at actual other than these will not be considered.

In case order is placed to you, changes by statutory body causing variation in or fresh imposition of service tax taxes shall be applicable only within the contractual period.

Tenderers shall be responsible for arranging requisite manpower and shall also fulfill the provisions of Labour Laws, PF Act and Rules; Contract Labour Laws, safety related rules etc. pertaining to employment of labour and other statutes in force from time to time.

**16. PAYMENT TERMS:**

Contractor will have to raise the invoice in triplicate after completion of works addressed to **General Manager (Power Project)**. Payment will be made as per following:

1. 80% payment will be made after successful completion of works from site within 15 working days from the receipt of invoices.

2. Final 20% payment will be released from site after approval from HO within 30 working days.

The service tax will be paid/reimbursed/adjusted as per rules. Income tax or any other taxes will be deducted as per rules. The payment will be made on actual quantity of work will be done. Contractor will have to submit work completion report, attendance sheet, wages sheet, PF contribution duly certified by EIC along with bill.

**Advance against on Material receive at site:**

“50% of the value of the materials received at site will be reimbursed subject to furnishing the copy of the original bill of purchase & challan and the certificate from the engineer in-charge. The material brought on site shall be in accordance with the contract requirement. The excess quantity shall not be accounted for reimbursement. The payment so given will be deducted from the bill in full as per the normal practice”. Material reimbursement will be given within 15 days.

17. Bidder has to advise the name of the reputed Industrial/ registered Government undertaking to which they have provided their services with proof of order.
18. Order will be issued to the successful bidder and in any case request for changing bidder name will not be considered.
19. The tender submitted in contravention of the terms & conditions stated herein will not be considered.
20. No conditional tender will be accepted and will be rejected out rightly. Conditional tender will not be read at the time of Opening.
21. For any typographical error in this tender, decision taken by Corporation will be final & binding to all the bidders.
22. In case of disputes or difference of opinion in the interpretation of any of the terms & conditions of this tender, the decision of the Managing Director, of GMDC shall be final and binding to all.
23. The Corporation reserves the right to reject any or all bids without assigning any reasons thereof. The corporation also reserves the right to amend, alter, increase or decrease the quantum of work. If necessary to do so the Corporation reserves right to terminate this contract, without assigning any reasons thereof to the tenderer. For any of the above act, the Corporation does not accept any liability or any financial or other loss that the tenderer may have to suffer in exercising this power by the Corporation.
24.
  - a) If the tender documents and forms referred to in the tender are not submitted or are submitted but not found duly filled in and unsigned, will result in rejection of the bid.
  - b) In the event of space being insufficient for furnishing required information, additional sheets may be used and signed.
  - c) Canvassing in any form may lead to rejection of the offer.
  - d) Bids once submitted shall not be returned.
  - e) The tenderer who have earlier been awarded contract by the company for any job which they either did not accept or have abandoned if or contract has been terminated by the company for breach of conditions, shall not be eligible to participate in this tender.
25. The Court at Ahmedabad in Gujarat State only will have jurisdiction to deal with and decide any legal dispute or contravention between the parties hereto.
26. In case of accident/injury to workers during working period, contractor will have to take the workers to GMDC hospital only for first aid treatment. For availing emergency treatment in the hospital contractor has to deposit Rs. 1500/- (One thousand five hundred only) to GMDC so that workers met with accident could be treated on chargeable basis.
27. The contractor shall be responsible for all risks involved, liabilities and obligations arising

- out of this contract, and all the provisions of law in force from time to time.
28. Security norms and gate entry procedure shall be strictly adhered to.
  29. The contractor shall provide I-cards to all employees/supervisor/site in charge/labourers which shall be randomly inspected.
  30. Before commencement of the work the contractor shall submit (a) Insurance certificate (b) labor license (if required as per Government of Gujarat rules).
  31. Contractor shall remove any personnel from the work who in view of the Engineer-in-charge misconducts himself or is incompetent or negligent in performance of his duties or not adhering to safety practices.
  32. The contractor shall pay wages to his labours not less than minimum wages prescribed for such labour in a registered factory under minimum wages act.
  33. In case department receives any written complaint from workers regarding non-payment of wages, the amount payable to them will be recovered from the contractor's bill and will be paid to them. In case the contractor further fails to pay the wages to the workers, department will make such payments to the workers and charge 10% administrative overhead charge from the contractor on this account and may forfeit the security deposit also.
  34. In case of dispute regarding the equipment and area to be cleaned the decision of the Engineer-in-charge shall be final and binding.
  35. No person under the age of 18 years shall be engaged by the contractor and will not be permitted entry into work area.
  36. If the contractor does not comply with the instructions for providing sufficient quantities of man or material or machinery, GMDC will produce same at the risk and cost of contractor and recover same from materials dues of contractor with 10% overheads of quoted rates.
  37. **Safety:** Contractor shall be solely responsible for the safety of his workmen. He shall ensure that no damage to the equipment is caused by him or his workmen during painting work. He shall abide by the safety rules and regulation as per exiting law. He shall provide personal protective equipment to his workmen and shall ensure safe working conditions and precautions while working at heights and hazardous condition. In case of violation of safety norms, rules & regulation E-I-C is authorized to remove the person or equipment if felt as safety hazard) and may take necessary action against the Contractor.
  38. Rates quoted should be firm for 120 days from opening of preliminary bids. No price escalation will be counted for billing purpose.
  39. **Party should visit the site to understand and familiarize themselves thoroughly with the site condition / equipments and system before submitting the tender as work is to be carried out at ATPS site.**
  40. The contractor has to take group insurance policy for their workmen. The contractor has to submit copy of PF account number to the engineer in charge before start the work.
  41. The contractor shall make his own arrangement for storage of tools and tackles etc and shall be responsible for safe custody of such items at his site store.
  42. GMDC will provide the open free space at appropriate place in plant area suitable for keeping tools and tackles and for making temporary office. On expiry of contract, contractor shall have to vacate the premises immediately after it; otherwise the rent will be recovered as per GMDC rules.
  43. GMDC shall provide following facilities to the contractor, on as available basis:
    - a. Free space for office & Store as decided by GMDC on subject to availability.
    - b. Quarters for supervisors / labors on chargeable basis in the township at the discretion of GMDC subject to availability.
    - c. Workshop facility on chargeable basis.

d. Electricity at one nearest point of work on chargeable basis at actual & further extension will be in contractor scope.

44. In case of any dispute as regards interpretation of any of the clause or specification, the decision of General Manager (PP)), GMDC shall be final and binding on the contractor.
45. Any dispute or difference between parties arising out of the contract to the extent possible shall be amicably settled between the parties. If amicable settlement cannot be reached, all disputed issues shall be resolved through arbitration, according to the provisions of Indian Arbitration Act, 1940. The place of arbitration shall be at Ahmedabad.

Work under the contract shall be continued by the contractor during arbitration proceedings unless GMDC shall order suspension thereof or any part thereof in writing or unless the matter in such work cannot possibly be continued unless the decision of the Arbitration proceedings is obtained.

46. In case of any damage of equipments/machinery due to negligence of the contractor or any other reasons attributed to contractor the decision of Engineer-In-Charge regarding the amount of recovery shall be final and binding. However amount shall be restricted to 5% of the contract value. Recovery will be affected from bills and/or security deposit.
47. If the contractor fails to execute the work as per directions of GMDC's Engineers (I/c) within the time frame given, GMDC shall get the work done by third party at the risk & cost of the contractor.
48. The Corporation reserves the right to reject any or all tenders without assigning any reasons thereof. The Corporation also reserves the right to amend, alter, increase or decrease the quantity of the material during any month due to change in the production pattern. If necessary to do so the Corporation reserves right to terminate this contract, without assigning any reasons thereof to the tenderer. For any of the above act, the corporation does not accept any liability or any financial or other loss that the tenderer may have to suffer in exercising this power by the Corporation.
49. **Guarantee / Warrantee :**  
Vendor should give replacement warrantee for the period of 12 months against any manufacturing defect or installation work from the date of completion of work.
50. **Time Schedule :**  
The entire work should be completed within two months from the date of starting of work. The work should be started within 15 days from the date of LOI.
51. **Penalty:**  
If work is not completed within time frame 0.5% penalty per week of total contract value will be deducted from the bill to the maximum of 10% of total contract value.
52. The measurement will be taken & paid for the actual quantity only. The overlap and any wastage will be in account of contractor & it will not be considered for payment.
53. 5% Security deposit is to be refunded after satisfactory completion of guarantee/warrantee period of 12 months from the date of completion of work on demand by contractor.
54. The quantity of work may be increase or decrease as per requirement and payment will be made on actual quantity to be executed.
55. **Force Majeure Clause:**  
Neither bidder nor GMDC shall be considered in default if execution of order is prevented or delayed because of force majeure conditions which include flood, earth quake, natural calamity, lightning, war, hostility, terrorism, rebellion, civil mutiny, commotion, riots, accidents, fire, explosion, epidemic, change in law / permits, revolution, act of government, court orders, civil commotion, strike, embargo on export to india, acts of god, lock outs or difficulties which have mass impact etc. Should have one or both parties be prevented from fulfilling their actual obligation by a state of force majeure lasting continuously for six

weeks, the two parties should consult each other regarding further execution of contract and confirm the same in writing.

56. Any direct and/or consequential loss suffered by GMDC on account of the act(s) and/or omission(s) of the Contractor shall be charged against the Contractor. GMDC shall be entitled to get the said loss adequately reimbursed at the risk and cost of the Contractor. GMDC shall, furthermore, be entitled to initiate appropriate proceedings in accordance with law against the Contractor and consequently, shall also be entitled to forfeit the Security Deposit of the Contractor.
57. The Security Deposit shall be liable to be forfeited by GMDC, in the event of failure on part of the Contractor to perform its obligations under the Contract.
58. If any loss or damage is caused to GMDC on account of the Contractor's act or omission, or if the Contractor has breached the provisions of this Contract, or because the Contractor has failed to perform its obligations or operations herein under to the satisfaction of GMDC, or because of any other reason or reasons whatsoever, which may be brought to the notice of the Contractor, GMDC shall be entitled to impose a penalty on the Contractor and shall further be entitled to deduct such penalty amount from the bill(s) of the Contractor.
59. Termination of the present Contract shall not affect any of the rights of GMDC to award this Contract to any other contractor.
- 60.
- a. It is incumbent upon the Contractor to avoid litigation and disputes during the course of execution of works under the Contract. However, if such disputes take place between the Contractor and GMDC, effort shall be made first - to settle the disputes at GMDC's level, by engaging into settlement talks.
  - b. The Contractor shall make a request in writing for settlement of such disputes/claims within 30 (thirty) days of arising of the cause of dispute/claim failing which no dispute claims of the Contractor shall be entertained by GMDC. Any and all disputes arising out of or in relation to this Contract would be referred to the Managing Director of GMDC for consideration.
  - c. The Managing Director of GMDC shall provide a decision on the dispute after considering the written arguments of both the Parties and the complete merits of the matter.
  - d. The decision of the Managing Director shall be delivered no later than 180 days from the date of reference of disputes to the Managing Director by any of the Parties.
  - e. The Parties may, upon mutual written concurrence, agree to forego and abandon this stage of dispute resolution before the Managing Director and directly proceed with arbitration.
  - f. If the recommendation of the Managing Director is not acceptable to the either Party, the dispute would be resolved through arbitration in accordance with the Arbitration and Conciliation Act, 1996.
  - g. The conduct of any arbitration proceedings and any award rendered hereunder and the validity, effect and interpretation of this Contract shall be governed by the laws of India and the enforcement of this Contract and any award rendered hereunder shall be governed by the Arbitration and Conciliation Act, 1996.
  - h. The arbitration shall be conducted at Ahmedabad, Gujarat, India. The language to be used in the arbitration proceedings shall be the English language.
  - i. The expense and fee of the third/umpire/presiding arbitrator and the arbitration proceedings shall be shared equally by and between the Parties and the expense and fee of Party's appointed arbitrator shall be borne and paid for by the Party who appoints the said arbitrator.
  - j. Pending final resolution of any dispute under this Contract, the Parties hereto shall continue to perform their respective obligations hereunder.

- k. The provisions of the above clause shall expressly survive termination of this Contract.

**Details are to be furnished by the tenderer.**

All the details about the description mentioned below are required to be furnished by the tenderer to qualify in Technical Bid for the subject Tender No. GMDC PP ROOF DRAIN 2015-16-02.

Sr. No.	DESCRIPTION	DETAILS
1	Name of the tenderer  Full Address Telephone Nos. Fax No.  E mail Address	
2.	Type of firm : Joint Stock Company / JV not allowed. Mention Hindu Undivided Family, Individual or a Registered Partnership Firm, Pvt. Ltd, Limited, (attested copy of Deeds or Article of Association to be enclosed)	
3	Name of the person holding the power of Attorney, if any (attested copy of power of attorney to be enclosed)	
4	Name of bankers  Full Address  Telephone/Fax No.	
5	Only proven manufacture / authorized dealer / distributor / reputed traders / contractor are entitled to quote the tender. Please specify.	
6	Name of the clients for which similar type of work executed or in progress with supply period, address & phone numbers.	
7	Vendor should have experienced of miscellaneous civil / plumbing / piping work preferably work done at height in india during last five years. Proof Attached	
8	Value of the above job executed (Please attach copy).	
9	Has the applicant or its partners or Directors have been black-listed in past by any Govt. Deptt. Or any other body?	

10	Whether registered vendor in any other Govt. Deptt. If yes, then furnish the details pertaining to class and the amount qualified to tender (please attach copy																			
11	Turn over / Net profit during last five Years. The vendor should have turn over of Rs. 25 lacs per annum during any one year of last five years. (Please attach copy of balance sheet certified by CA).	<table border="1"> <thead> <tr> <th><u>Year</u></th> <th><u>Turn-Over</u></th> <th><u>Profit</u></th> </tr> </thead> <tbody> <tr> <td>2010-11</td> <td></td> <td></td> </tr> <tr> <td>2011-12</td> <td></td> <td></td> </tr> <tr> <td>2012-13</td> <td></td> <td></td> </tr> <tr> <td>2013-14</td> <td></td> <td></td> </tr> <tr> <td>2014-15</td> <td></td> <td></td> </tr> </tbody> </table>	<u>Year</u>	<u>Turn-Over</u>	<u>Profit</u>	2010-11			2011-12			2012-13			2013-14			2014-15		
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2010-11																				
2011-12																				
2012-13																				
2013-14																				
2014-15																				
12.	Central Sales Tax / State Sales Tax  No./ VAT No.	CST No.  ST No.  VAT No.																		
13.	Technical Specification accepted?	Yes / No																		
14.	Whether EMD paid or not?	Yes / No																		
15.	Contract period accepted?	Yes / No																		
16	Penalty terms accepted?	Yes / No																		
17	Payment term accepted?	Yes / No																		
18	Guarantee / warrantee accepted?	Yes / No																		
19	Validity Clause Accepted?	Yes / No																		
20	Income Tax Pan No.																			
21	Declaration attached ? as per tender on letter head	Yes/ No																		
22	Deviation statement attached? As per tender on letter head	Yes / No																		

**NOTE:**

- (1) It is compulsory for the tenderer to furnish the details against each of above items and wherever it is not applicable, it may be mentioned so against the respective item.
- (2) Decision of the management regarding the qualifying / disqualifying the tenderer shall be final and binding to all and no correspondence in this behalf will be entertained.

**SIGNATURE & STAMP OF TENDERER**

**Technical bid Annexure - II**  
**DETAILS OF WORK TO BE CARRIED OUT BY THE BIDDER**

Sr.. No.	Contract No. & Date	Client	Details of work	Value of work	Completion period as per contract	Actual date of completion	Remarks / performance certificate

**Stamp & Signature of Bidder**

**DECLARATION**

**FROM:**

**DATE:**

**To,  
The Managing Director,  
Gujarat Mineral Development Corporation Ltd.,  
“Khanij Bhavan”, 132 ft. Ring Road,  
University Ground, Vastrapur,  
Ahmedabad - 380 015**

Dear Sir,

I/We here be solemnly declare that any of our Directors or Partners, jointly of severally and/or individually or our firm / company have not been black listed by the Central Govt. / State Govt. / or its undertakings.

I/we here by further declare that, if the declaration is found untrue, the GMDC shall be entitled to take any action against us severally and/or individually or our firm/company in this regard in any manner that may be deemed fit by GMDC.

Yours faithfully,

**Signature and Stamp of the Bidder**

**ANNEXURE - G**

**SCHEDULE OF DEVIATIONS**

The deviations, from the scope and schedule of work if any, shall be listed out by the bidder in this schedule. Deviation mentioned elsewhere, shall not be considered.

<b>Sr. No.</b>	<b>Section / Sub-Section</b>	<b>Deviation</b>

Authorised Signatory

Seal of the Company

Name:

Designation:

Date:

Place:

Price Bid		Technical Specifications with price schedule			
Annexure					
Sr. No.	Description of Material	Unit	Approx. Quantity	Unit rate in Rs.	Total amount in Rs.

1	Providing & fixing of UPVC roof drain (Gutter) at turbine floor (approx. 33 mtr height). Size: 0.25 (wall side) X 0.50 (Free side) Width 0.48 Mtr., thickness 10 mm. The rate is inclusive of all safety equipments, scaffolding, required tools & tackles, consumables, accessories, nut, bolt, heavy duty clamp man power etc.	RMT	142		
2	Providing & fixing of heavy duty PVC, ISI approved 200 mm dia. Pipe having minimum pressure of 10 kg/cm <sup>2</sup> The rate is inclusive of all safety equipments, scaffolding, required tools & tackles, consumables, accessories, nut, bolt, heavy duty clamp man power etc.	RMT	120		
3	Providing & fixing of heavy duty PVC, ISI approved 160 mm dia. Pipe having minimum pressure of 6 kg/cm <sup>2</sup> . The rate is inclusive of all safety equipments, scaffolding, required tools & tackles, consumables, accessories, nut, bolt, heavy duty clamp man power etc.	RMT	460		
4	Dismantling and re-fixing of existing 200 mm dia. Rain water down take pipes (10 Nos. X 40 mtr length and 03 nos. X 20 mtr length approx.). Quoted rate is inclusive of labor, scaffolding work, all required safety equipments, tools & tackles, consumables, nut & bolts, heavy duty clamps etc. accessories for re-fixing of pipes.	RMT	460		
5	Total amount in Rs. excluding service tax at actual (statutory variation in GMDC account)				

- Note:
1. Rate offer will be inclusive of all applicable taxes except excluding of service tax at actual (statutory variation in GMDC account).
  2. All Personal Protective Equipments / safety equipments will be provided by contractor at their cost.
  3. Bidders are requested to visit the site before quote the tender for actual quantity of work.
  4. Service tax will be reimbursed/paid/adjusted on submission of documentary proof only.
  5. The above quantities are approximate & it will be increase or decrease as per actual requirement.  
The payment will be made only on actual quantity of work is to be executed.
  6. If any other material (accessories/consumables as mentioned in above items) will require completing the entire work is in scope of contractor.
  7. The overlap & any wastage will be in account of contractor & it will not be considered for payment.

**Stamp & Signature of tenderer**

**NON FULFILMENT OF TERMS & CONDITION AND TERMINATION OF THE CONTRACT.**

- a. If the Contractor fails to carry out the work as per terms and conditions of the contract to the satisfaction of the CORPORATION, CORPORATION shall be entitled to forfeit the security deposit paid by the Contractor. This however, shall not absolve the Contractor from his obligation to fulfill the contract. In such event, the CORPORATION shall have a right to complete and / or to get the work completed at the cost & risk of the Contractor and the Contractor shall be responsible to pay such cost incurred by the CORPORATION to complete the work and / or to get the work completed.
- b. Likewise, if the Contractor does not fulfill the terms and conditions of the contract and does not carry out the work up to the entire satisfaction of CORPORATION, CORPORATION has the right to forthwith terminate the contract at its sole discretion, without assigning any reason, Under such events, the CORPORATION shall be entitled to forfeit the security deposit paid by the Contractor and the CORPORATION shall have a right to complete the work and / or to get the work completed at the risk and cost of the Contractor.
- c. For any reasons, if it is required, the CORPORATION reserves rights to cancel terminate. amend and / or alter the contract and / or bifurcate and / or reduce the contract work at any time without giving any notice to the Contractor and without incurring any responsibility. For such cases, Contractor shall have to take away his labour, tools, tackles, machinery, equipment etc. and shall leave the site at once or shall have to carry out the instructions of the CORPORATION.

**SUB-CONTRACT**

The Contractor shall not assign or sub-contract any portion of this work without the prior written consent of Corporation.