

**e- Tender No. – GMDC/HO/ENVIRONMENT/2015(2)**

e-Tender  
For

**SUPPLY, ERECTION AND COMMISSIONING OF PRE FABRICATED OIL SKIMMER MODULE FOR THE REMOVAL OF OIL AND GREASE FROM THE EFFLUENT OF VEHICLE WORKSHOP AT GMDC TADKESHWAR LIGNITE PROJECT, VILLAGE TADKESHWAR, TALUKA MANDVI, DISTRICT SURAT (GUJARAT)**



**CHIEF GENERAL MANAGER  
GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED  
(A Govt. of Gujarat Enterprise)  
CIN: L14100GJ1963SGC001206  
KHANIJ BHAVAN, 132' RING ROAD, UNIVERSITY GROUND  
VASTRAPUR, AHMEDABAD- 380 052  
Phone No. 07927913200  
TELE-FAX: (079) 2791 3038, E-mail [env@gmdcltd.com](mailto:env@gmdcltd.com)  
Visit our web-site: [www.gmdcltd.com](http://www.gmdcltd.com)**



# GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED

e-Tender No. – GMDC / HO / ENVIRONMENT/2015(2)

<b>Work Description</b>	:	<b>Supply, Erection and Commissioning of pre fabricated Oil Skimmer Module for the removal of oil and grease from the effluent of vehicle workshop at GMDC Tadkeshwar Lignite Project, village Tadkeshwar, Taluka Mandvi, District Surat (Gujarat).</b>
<b>Place of work</b>	:	<b>GMDC Tadkeshwar Lignite Project, village Tadkeshwar, Taluka Mandvi, District Surat (Gujarat).</b>
<b>Tender Fee</b>	:	<b>Rs. 500/- (Five Hundred) by D.D. – Non Refundable</b> DD should be from banks approved by Govt. of Gujarat from time to time (except co-operative bank) in the form and manner acceptable to the Corporation.
<b>EMD</b>	:	<b>Rs. 10000/- (Rs. Ten Thousand) by D.D. - Refundable</b> DD should be from banks approved by Govt. of Gujarat from time to time (except co-operative bank) in the form and manner acceptable to the Corporation.
<b>Security Deposit</b>	:	<b>5 % of contract value in form of DD from banks approved by Govt. of Gujarat from time to time (except co-operative bank) in the form and manner acceptable to the Corporation.</b>
<b>Last date and time of downloading the tender</b>	:	<b>20<sup>th</sup> August 2015 – 15:00 Hrs.</b>

<b>Last date and time of online submission of bid</b>	:	20 <sup>th</sup> August 2015 – 15:00 Hrs. (Submission of Technical and Price Bids in hard copies will not be entertained)
<b>Last date &amp; time of submission of tender fees, EMD and all necessary supporting documents in hard copy.</b>	:	20 <sup>th</sup> August 2015 – 15:00 Hrs.
<b>Date &amp; time for on-line opening and viewing of preliminary bid</b>	:	21 <sup>st</sup> August 2015 – 12:00 Hrs.
<b>Date &amp; time for on-line opening of technical bid</b>	:	21 <sup>st</sup> August 2015 – 12:05 Hrs.
<b>Date &amp; time for on-line opening of price bid</b>	:	24 <sup>th</sup> August 2015 – 12:00 Hrs.
<b>Validity of Bid</b>	:	180 Days from the date of opening of tender.

## **GENERAL INSTRUCTIONS TO THE BIDDERS FOR TENDERING:**

### **1.0 Tendering**

#### **1.1 THE TENDER & THE OFFER:**

a) It is a three-bid system. The bid is required to be submitted online latest by the date and time prescribed in the tender notice.

#### **Part – I Preliminary Bid**

Detail of DD for EMD and Tender Fee shall be submitted online. Further, Original Cheques / Drafts of **Tender fee and EMD** should be submitted before last date on above given address in two separate and sealed envelopes along with their respective forms. These both envelopes should be placed in a separate and sealed cover sub-scribed **“PRELIMINARY BID” Tender No. and Name of work.**

Bids received without EMD/Tender Fee will not be considered for scrutiny and will be out rightly rejected.

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

Technical bid documents i.e. various annexure are to be submitted online only within stipulated period as per tender notice. However, the supporting documents required to be submitted in support of these annexure like experience, financial position, status of the bidder, list of equipments owned by the bidders, copy of Permanent Account Number (PAN), VAT, Service Tax and PF Registration etc. shall be placed in separate & sealed cover sub-scribed **“TECHNICAL BID, Tender No. and Name of work etc.**

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

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

All supporting documents along with tender fee and EMD must reach till last date on below given address:

**Chief General Manager  
Gujarat Mineral Development Corporation Limited  
“Khanij Bhavan”, 6<sup>th</sup> Floor, ‘A’ Wing,  
132 ft Ring Road, Nr. University Ground, Vastrapur, Ahmedabad – 380 052**

**1.2** Bidders are advised to read the instructions, evaluation norms and other terms and conditions described in these documents under different Chapters carefully before making their offer. In case of any doubt they may seek clarification from Assistant Manager (Environment) at the head office of the GMDC at Ahmedabad.

### **1.3 Opening of bids**

First Preliminary bids will be opened for the verification of the receipt of tender fee and EMD along with their respective forms.

Technical bid of only those bidders will be opened whom tender fee and EMD will be received by tenderer. Then Technical bid will be opened online along with hard copies of signed and stamped copy of technical document and all essential supporting documents to verify that bidder is technically qualified or not for the desired work.

Price Bid will be opened only of those bidders who will observed technically qualified.

**1.4** Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate as per Information Technology Act-2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n) code solutions- a division of GNFC Limited, who are licensed Certifying Authority by Government of India at address mentioned below at clause 1.5.

**1.5** All bids should be digitally signed. For details regarding digital signature certificate and related training involved at the below mentioned address should be contacted:

**(n)Procure Cell**

**(n)Code solutions a division of GNFC**

**403, GNFC Info-Tower, Bodakdev,**

**Ahmedabad- 380 054 (India)**

**Tel: +91 26857316/17/18 Fax: +91 79 26857321**

**Toll Free: 1800-233-1010**

**E-mail: nprocure@gnvc.net**

**1.6** Kindly take note that, valid Digital Signature Certificates is must for all the interested bidders. Online tendering process is not possible without valid digital signature certificate.

**1.7** Interested bidders are also requested to complete their procedure for taking digital signature certificate in respect to filling of application form, supporting documents with necessary fees at least 3 days before last date of tender submission.

**1.8** (n) code solutions reserves the rights to issue digital signature certificate after verification of application forms / supporting documents submitted by bidder. (n) code solutions is fully authorized to issue digital signature certificate to bidders.

**1.9** All the bidders who have no facility to participate in on-line tenders are requested to contact (n) code solutions for the same.

**1.10** All the correspondence in respect to training, support or digital signature certificate should be addressed to (n) code solutions directly on the above mentioned address

**1.11** Bidders are advised to read the instructions, evaluation norms and other terms and conditions described in these documents under different Chapters carefully before making their offer. In case of any doubt they may seek clarification from AM (Environment) at the head office of the GMDC at Ahmedabad

### **1.12 Corrigendum:**

Bidders are requested to see the website <https://gmdc.nprocure.com> once again before due date of Tender opening of 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 Bidders who down loaded the Tender document from the website as information in this respect will be available to website i.e. <https://gmdc.nprocure.com> etc.

## **2.0 Preamble**

**2.1** This tender document is intended to give a general description of nature of the work. It is not intended to cover all minute details. The work shall be executed in accordance with best practices and to the complete satisfaction of the GMDC.

**2.2** The information given in this tender document is given in good faith and meant to serve as a guide to enable the prospective bidders to submit their offer. It

is, imperative that the Bidder shall obtain and examine, for himself, all the data, information and particulars required for the satisfactory execution of the work covered under the scope of tender.

**2.3** Price bid will not be opened unless Preliminary & Technical Bids opening procedure has completed in all respects and bidder is found to have adequate experience and resources for executing the Work. **The price bid of only technically successful bidders will be opened.**

**2.4** The tender document and forms referred to in the tender, if not returned or if returned but not duly filled in (where required) and signed, will result in rejection of the tender.

### **3.0 Examination**

**3.1** The Bidder would carefully examine the tender document including all amendments/addendum and corrigendum, if issued, and other details relating to the work and acquaint him fully with all the conditions and matters therein, which may, in any manner, affect the work and the cost thereof.

**3.2** The Bidder would obtained all information as to risks, contingencies, responsibilities and other circumstances which might influence or affect his tender, the progress and performance of the contract and to have taken into account all conditions and matters that may affect his works under this tender and cost thereof.

**3.3** The Bidder would be deemed to have visited the project site and its surroundings, carefully examined and satisfied himself about the existing site conditions, availability of local facilities, means of transport etc. and to have quoted rates, taking into consideration all such conditions and matters, which may, in any manner, affect the work and the cost thereof.

**3.4** The Bidder would be acquainted himself with all Government, Mining and Labour laws, statutes, regulations, rules or notifications relating to taxes, levies and other charges relating to the work at the site or otherwise as applicable from time to time.

**3.5** Any neglect or omission or failure on the part of the Bidder in obtaining necessary and reliable information upon the foregoing or any other matter affecting the tender, shall not absolve him of any risk or liabilities or responsibilities for completion of the entire work in accordance with the terms and conditions of the tender document.

**4.0** Any conditional tender will be rejected outright and no claim whatsoever in respect thereof shall be entertained. The Management of GMDC reserves the right to reject / cancel any or all tenders without assigning reasons and to negotiate with

any Bidder for more favourable rates. Each and every page of the tender document along with bids supporting documents shall be signed by the Bidder with his usual signature. All signatures should be dated and Company's seal shall be affixed below it.

**5.0** GMDC may, at its discretion, extend the deadline for the submission of the bids.

**6.0** 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.

**7.0** Bids with joint venture agencies will not be accepted and successful bidder may not assign their work to other third party.

**8.0** All applicable taxes and duties etc. towards Supply as well as Erection and commissioning shall be reimbursed as per prevailing rules. TDS will be deducted from the bills as per prescribed rule.

**9.0 Validity of the offer:** The bidder should agree that the rate submitted shall remain valid for a period of 180 days from the date of the opening of the tender.

**Application expressing interest by the Bidders:**

Date:

To,

**Chief General Manager  
Gujarat Mineral Development Corporation Limited,  
“Khanij Bhavan”, 6<sup>th</sup> floor, “A” wing”, 132 ft. Ring road,  
Nr. University Ground, Vastrapur, Ahmedabad – 380 052**

e-Tender No. – GMDC / HO / ENVIRONMENT/2015(2)

**Subject: Supply, Erection and Commissioning of pre fabricated Oil Skimmer Module for the removal of oil and grease from the effluent of vehicle workshop at GMDC Tadkeshwar Lignite Project, village Tadkeshwar, Taluka Mandvi, District Surat (Gujarat).**

Sir,

I/We are interested in participating in the above e-tender for **“Supply, Erection and Commissioning of pre fabricated Oil Skimmer Module for the removal of oil and grease from the effluent of vehicle workshop at GMDC Tadkeshwar Lignite Project, village Tadkeshwar, Taluka Mandvi, District Surat (Gujarat)”**.

I/We have adequate experience in waste water treatment and have adequate infrastructure, equipments, laboratory facilities and funding at our end to execute the work. I/We have sound financial position to fulfill any additional requirement if required to carry out the work to the entire satisfaction of the GMDC as well as for regulatory agencies. I/We shall make our own arrangement for the completion of subjected work.

Thanking you.

Yours faithfully,

**[Authorized Signatory, Stamp]**

***On Bidders Letter Head***

FROM:

LETTER NO.:

DATE:

To,  
Gujarat Mineral Development Corporation Ltd.,  
Khanij Bhavan, 132 Ft. Ring Road,  
Near University Ground, Vastrapur,  
Ahmedabad – 380 052, Gujarat.

Sub. : Tender Fee for Tender No. for **GMDC / HO / ENVIRONMENT /2015(2)** for the tender for **“Supply, Erection and Commissioning of pre fabricated Oil Skimmer Module for the removal of oil and grease from the effluent of vehicle workshop at GMDC Tadkeshwar Lignite Project, village Tadkeshwar, Taluka Mandvi, District Surat (Gujarat)”**.

Dear Sir,

With reference to above, and as per terms & conditions of Tender, we are sending herewith DD / No. \_\_\_\_\_ Dated \_\_\_\_\_ Name of the Bank and Branch, \_\_\_\_\_ for Rs. 500/- [Rs. Five Hundred Only] is being the amount of Tender fee.

Kindly, acknowledge the receipt of the same.

Thanking you,

Yours faithfully,

**Name / Signature & Stamp**

***On Bidders Letter Head***

FROM:

LETTER NO.:

DATE:

To,  
Gujarat Mineral Development Corporation Ltd.,  
Khanij Bhavan, 132 Ft. Ring Road,  
Near University Ground, Vastrapur,  
Ahmedabad – 380 052, Gujarat.

Sub. : Tender Fee for Tender No. \_\_\_\_\_ for **GMDC / HO / ENVIRONMENT/2015(2)** for tender of **“Supply, Erection and Commissioning of pre fabricated Oil Skimmer Module for the removal of oil and grease from the effluent of vehicle workshop at GMDC Tadkeshwar Lignite Project, village Tadkeshwar, Taluka Mandvi, District Surat (Gujarat)”**.

Dear Sir,

With reference to above, and as per terms & conditions of Tender, we are sending herewith DD / Pay Order No. \_\_\_\_\_ Dated \_\_\_\_\_ Name of the Bank and Branch, \_\_\_\_\_ for Rs. 6000/- [Rs. Six Thousand Only] being the amount of EMD.

Kindly, acknowledge the receipt of the same.

Thanking you,

Yours faithfully,

**Name / Signature & Stamp**

**Gujarat Mineral Development Corporation Limited,  
“Khanij Bhavan”, 6<sup>th</sup> floor, “A” wing”, 132 ft. Ring road,  
Nr. University Ground, Vastrapur, Ahmedabad – 380 052**

**1.0 NOTICE INVITATION TO BIDDER:**

Gujarat Mineral Development Corporation Ltd. (GMDC) invites bids from reputed financially and technically sound and experienced agency for the **“Supply, Erection and Commissioning of pre fabricated Oil Skimmer Module for the removal of oil and grease from the effluent of vehicle workshop at GMDC Tadkeshwar Lignite Project, village Tadkeshwar, Taluka Mandvi, District Surat (Gujarat)”**.

Following is the technical criteria for bidders:

**A] Qualification Criteria & Scope:**

- a) Bidder must have at least 3 years of experience in waste water treatment construction/fabrication from the last date of online bid submission. Bidder must supply at least 1 water treatment plant and 1 oil skimmer along with erection & commissioning. Proof of experience through copies of previous work order or completion certificate for the similar work issued by the present or previous clients.
- b) Annual Turnover of bidder organization during last 3 years [i.e. 2011-12 / 2012-13 & 2013-14 & for the year 2014-15 (If, published)] shall not be less than 20 Lakhs.
- c) Bidder must have facility for waste water monitoring & analysis. Detail of equipment shall be provided along with bid.
- d) Supply, Erection and Commissioning of pre fabricated Oil Skimmer Module for the removal of oil and grease from the effluent of vehicle workshop at GMDC Tadkeshwar Lignite Project, village Tadkeshwar, Taluka Mandvi, District Surat (Gujarat) as per followings:
  - i) Unit size of pre fabrication module (Belt & trolley type) shall be 1.25 M Width x 4.1 M Length x 1.95 M Height with Bar Screen & Oil/Grease Chamber.
  - ii) Final collection tank of 10 KL capacity, ISI certified HDPE Tank, to be placed around 0.5 meters height. Outlet point of this tank has to be provided with tank and hose pipe connections having facility to connect 1 inch as well as 1.5 inch flexible hose pipe for the reuse of waste water. Supply of 100-100 meters hose pipe of 1.5 inch and 1 inch both with joint nipples, if applicable.
  - iii) M S Plate thickness for complete treatment plant shall be 6 MM but Bearing, Roller and Shafts shall be made of SS 304.

- iv) Both sides blasting as per Std. SA 2.5
- v) Tow coat Epoxy based Primer and two coat Epoxy based paint.
- vi) Oil Skimmer having 25 Liters per hour oil removal capacity.
- vii) 2 Raw Water Pumps (1 for Running and 1 as Standby) of capacities 4-4 M3/Hour and 1 HP Horizontal Mono block Pump.
- viii) 2 Treated Water Transfer Pumps (1 for Running and 1 as Standby) of 4-4 M3/Hour capacities to transfer treated water from ETP to one vertical 10 KL HDPE Tank.
- ix) UPVC Piping and fittings for transfer as well as with suitable tank/valve connections/fittings etc.
- x) Wheels to support and carry the module of 2.5 tons from one location to another location through toeing for the treatment purpose.
- xi) Oil Skimmer Details
  - \* Power Details: 20 Watt, 1440 RPM, 1 Phase, 250V AC Worm Geared Motor of 20 RPM. Gear Box ration1:50.
  - \* Oil Skimmer shall be ready to perform continuously for 24 hours and for 365 days in a year.
  - \* Suitable Hood Cover shall be provided to protect the mechanism during rainy seasons, because system has to be kept in open
- xii) Treatment plant water must provide Oil & Grease well below 10 PPM in treated water.
- xiii) Construction of Civil foundation to place the module having capacity to bear at least 2.5 tone weight.
- xiii) Height of bottom of treatment module from ground shall be 1.5-2.0 meters, therefore base frame with Wheels to bear 2.5 tone loads shall be provided.
- xiv) Control Panel:
  - \* Control panel made from 16 G CRCA sheet duly coated with epoxy powder and painted inside as well as outside. Having complete wiring and hinged doors and locking arrangements with proper gasketing.
  - \* Having Starter and on - off switches etc.
  - \* Suitable HRC Fuse.
  - \* Suitable protection relay.
  - \* Short circuit protection.
  - \* Over voltage and under voltage protection.
  - \* KWH Meter.
- xv) Operational and Maintenance Manual along with drawings etc.

**B] General Scope:**

**a) By GMDC at sites.**

- i. Showing the location and their details.
- ii. Raw Water Tank for intake water storage & its transfer to pre fabricated effluent treatment plant for the removal of oil and grease.
- iii. Power supply & earthing for the equipment.
- iv Unloading and internal shifting of equipment module.
- V GMDC can arrange free of cost conveyance from village Kim or Tadkeshwar till the Tadkeshwar Project in Project Staff Bus.

**b) By bidder:**

- i. Lodging/Boarding etc.
- ii. Bidder will carry out entire work in a manner to satisfy needs of the GMDC.
- iii. After commissioning of plant, representative of bidder shall stay one week at project to provide the training to GMDC employees for the operation and maintenance of plant.
- ii Bidder will not sublet the entire work or any part of it to any other agency.
- iii Bidder will remain in contact with the Officer-In-Charge of Environment at Project and then shall plan their visits in consultation with them.
- iv. Bidder will abide by statutory regulations applicable at the project e.g. Mines Act, Factory Act and other related Law & Regulations etc.
- v. Bidder will be responsible to transfer inlet water from the waste water tank provided by GMDC to the pre fabricated treatment plant.

GMDC reserves the right to terminate this contract at any time without assigning any reason/s. On withdrawal of bidder work order before the contract period by the tenderer, bidder will not make any query or complaint by any mean.

Any dispute shall be resolved mutually. In case of failure, the dispute shall be subject to Jurisdiction of Ahmedabad courts only.

**2.0] LOCATION OF THE SITE:**

The proposed activity is required for GMDC Tadkeshwar Lignite Project, village Tadkeshwar, Taluka Mandvi, District Surat (Gujarat).

### **3.0 DURATION:**

Bidder has to complete the entire work within 6 months from the date of acceptance of this work order.

### **4.0 TERMS OF PAYMENT:**

- |  |     |
|--|-----|
| a) Advance against work order  | 40% |
| b) On initiating erection process after receipt of treatment plant at site | 30% |
| c) After successful erection & commissioning of plant with training        | 30% |

The payment will be made within 30 days of submission of the invoice/bill after deducting Income tax (TDS) as applicable. All payments will be made by cheques and/or RTGS only.

### **5.0 TAXES, DUTIES & LEVIES AND STATUTORY OBLIGATIONS:**

All applicable taxes and duties etc. towards Supply as well as Erection and commissioning shall be paid additional as per prevailing rules.

“Service Tax will be paid / adjusted / reimbursed to the successful bidder as per prevailing rates & rules as per Service Tax Act to the extent directly related to the services rendered by the successful bidder under the said contract subject to production of documentary proof and party will mention the service tax amount separately in the invoice / bill after considering the abatement, if any.

TDS will be deducted from the bills as per prescribed rule.

### **6.0 SUBLETTING OF THE WORK:**

Successful Bidder will not sublet the work to any other agency.

### **7.0 TENDER FEE AND EARNEST MONEY DEPOSIT:**

- (a) A non-interest bearing DD of **TENDER Fee of Rs. 500/- (Five Hundred only)** and **Earnest Money Deposit of Rs. 10,000/- (Rupees Ten Thousand only)** shall be submitted along with desired form provided with tender in separate sealed cover super scribed “**TENDER / EMD Fee**” in favour of GMDC Ltd. payable at Ahmedabad from banks approved by Govt. of Gujarat from time to time (except co-operative bank) in the form and manner acceptable to the Corporation. Any pending dues against invoice or any other

deposit lying with the GMDC will not be adjusted against Earnest Money Deposit. Any Tender submitted without Earnest Money shall be summarily rejected and no claim shall be entertained on such rejected tenders.

- (b) The unsuccessful bidders will be refunded the only EMD amount by way of crossed cheque within 30 days but only after receipt of written request.
- (c) Tender Fee is non refundable and EMD of successful bidder will refund within 3 months after satisfactory completion of contract. Earnest Money will not bear any interest.
- (d) 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.

### **8.0 SECURITY DEPOSIT:**

- (a) The successful bidder shall have to deposit Security Deposit @ 5% of the total contract value as per the receipt of the LOI by way of DD in favour of **GMDC Ltd. payable at Ahmedabad** from banks approved by Govt. of Gujarat from time to time (except co-operative bank) in the form and manner acceptable to the Corporation.
- (b) If the successful bidder does not pay Security Deposit or does not fulfil any of the terms & conditions of this Tender, Earnest Money Deposit paid by such bidder shall be liable to be forfeited by the GMDC.
- (c) Security Deposit paid by the successful bidder shall be liable to be forfeited by the GMDC, if he is not able to maintain the terms & conditions of the Tender.
- (d) Security Deposit paid will be refunded within 3 months after the completion of the work satisfactorily.
- (e) Security Deposit will not bear any interest.

### **9.0 NO RELAXATION OF EMD/SD.**

No relaxation will be made for EMD / SD.

### **10.0 ACCEPTANCE OF LOI:**

If the successful bidder does not accept the Letter of Intent issued by GMDC, the EMD paid by him will be forfeited.

The order will be awarded to the technically and commercially qualified and responsive Successful Bidder, who bid in conformity of the requirement of the specifications of the tender document. A responsive Bid is one which accepts

all the terms and conditions of the specifications and tender documents without any major modifications. A major modification is one which affects in anyway the prices, quality, quantity or which limits in any way the responsibilities or liabilities of the Successful Bidder or any right of the Tenderer (GMDC).

#### **11.0 LIQUIDATED DAMAGES:**

Successful bidder shall be responsible for “Supply, Erection and Commissioning of pre fabricated Oil Skimmer Module for the removal of oil and grease from the effluent of vehicle workshop at GMDC Tadkeshwar Lignite Project, village Tadkeshwar, Taluka Mandvi, District Surat (Gujarat)” as specified / described under the scope of work in this tender and technical document in accordance with sound and established practices, regulations applicable, for the purpose(s) specified, free from defects and suitable for respective uses intended. The cumulative limit of successful bidder’s liabilities under the TENDER, for all guarantees or warranties of whatever nature, whether expressed or implied and all causes whatsoever including liquidated damages for delay and or non performance shall be limited to 5% of CONTRACT charges / remuneration.

#### **12.0 ACCEPTANCE OF GENERAL TERMS & CONDITIONS:**

The bidder should unconditionally accept all the terms and conditions of the contract by signing & stamping on each page of the technical bid document of the tender including the annexure.

#### **13.0 BLACK LISTING OF THE BIDDER:**

The Bidder or its directors should not have been black listed by any Government Organization, or any litigation be pending against any of them. The bidder will submit declaration to this effect along with the technical bid. If at any time such declaration is found false, the bid will be rejected or if the contract work is already awarded, it will be terminated forthwith without payment of any compensation and the EMD/SD will be forfeited.

#### **14.0 NON FULL FILAMENT OF TERMS & CONDITIONS & TERMINATION OF THE CONTRACT:**

If the successful bidder fails to carry out the work as per terms and conditions of the contract to the satisfaction of GMDC, GMDC shall be entitled to terminate the contract and forfeit the EMD / Security Deposit paid by the successful bidder.

If required, for any reason, GMDC reserves right 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 without incurring any responsibility.

#### **15.0 JURISDICTION:**

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.

#### **16.0 ARBITRATION:**

The parties shall endeavour, in the instance, to resolve any dispute, disagreement or difference arising out of or in connection with this Agreement, including any question regarding its interpretation, performance, existence, validity, termination and the rights and liabilities of the Parties to this Agreement (a “Dispute”) through good faith negotiations.

“Matter relating to any dispute or difference arising out of this Tender and subsequent contract shall be subject to the exclusive jurisdiction of Courts at Ahmedabad only”.

“All questions, disputes, differences and/or interpretation of agreement whatsoever, which may at any time arise between the parties to this contract in connection with the contract or any matter arising out of or in relation thereto, shall be referred to Sole Arbitrator as per the provisions of Arbitration and Reconciliation Act, 1996 and the venue of arbitration proceedings shall be at Ahmedabad. The Language of the Arbitration shall be in English.”

## STATUS OF BIDDER

<b>Name of the Bidder</b>	
<b>Full Address</b>	
<b>Telephone No.</b>	
<b>Fax No.</b>	
<b>E-Mail Address</b>	
<b>Name and Designation of Authorized person</b>	
<b>Copy of last three years Balance Sheet</b>	
<b>Detail and address of partners, if any</b>	
<b>Name of bankers with full address and telephone no.</b>	
<b>Details of PAN No. (Please attach copy)</b>	
<b>VAT Registration Details, If Applicable</b>	
<b>Service Tax Registration Details with copy of certificate, If Applicable</b>	

**Note: Bidders are requested to submit supporting documents duly signed and stamped for above asked.**

**Annexure – II**

**DETAILS OF RELEVANT WORK CARRIED OUT BY THE BIDDER**

<b>S. No.</b>	<b>Contract No. &amp; Date/Year</b>	<b>Client</b>	<b>Details of work</b>	<b>Value of work</b>	<b>Completion period as per contract</b>	<b>Actual date of completion</b>	<b>Remarks</b>

**Note: Bidders are requested to submit supporting documents like copies of work orders &/or completion certificate.**

**Annexure – III**

**DETAILS OF SKILLED MANPOWER**

<b>Particulars of skilled manpower deployed on</b>	<b>Qualification and Year</b>	<b>Strength (Nos.)</b>	<b>Experience (Years)</b>

**Note: Bidders are requested to submit supporting documents including Copies of staff qualification certificate / bio-data and experience certificate etc. for above asked.**

**EQUIPMENT MANUFACTURING FACILITY DETAILS**

<b>S. NO.</b>	<b>DETAIL OF EQUIPMENTS</b>	<b>QUANTITY</b>	<b>REMARKS</b>

**Annexure – V**

**PRICE BID**

**Supply, Erection and Commissioning of pre fabricated Oil Skimmer Module for the removal of oil and grease from the effluent of vehicle workshop at GMDC Tadkeshwar Lignite Project, village Tadkeshwar, Taluka Mandvi, District Surat (Gujarat).**

<b>Sr. No.</b>	<b>Description</b>	<b>Total Contract Value – Rs. (Exclusive Service Tax)</b>
1	<b>Charges for “Supply, Erection and Commissioning of pre fabricated Oil Skimmer Module for the removal of oil and grease from the effluent of vehicle workshop at GMDC Tadkeshwar Lignite Project, village Tadkeshwar, Taluka Mandvi, District Surat (Gujarat) inclusive transportation of complete treatment module at project in District Surat.</b>	
2	<b>Charges for Erection and Commissioning of pre fabricated Oil Skimmer Module, including 1 week training, for the removal of oil and grease from the effluent of vehicle workshop at GMDC Tadkeshwar Lignite Project, village Tadkeshwar, Taluka Mandvi, District Surat (Gujarat) inclusive transportation of complete treatment module at project in District Surat.</b>	

## **DECLARATION**

(On letter head of the Bidder)

FROM:

DATE:

To,  
The Managing Director,  
Gujarat Mineral Development Corporation  
Ltd., “Khanij Bhavan”, 132 ft. Ring Road,  
University Ground, Vastrapur,  
Ahmedabad-380015

**Subject: e-Tender for “Supply, Erection and Commissioning of pre fabricated Oil Skimmer Module for the removal of oil and grease from the effluent of vehicle workshop at GMDC Tadkeshwar Lignite Project, village Tadkeshwar, Taluka Mandvi, District Surat (Gujarat)”.**

Dear Sir,

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

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**Signature and Stamp of the contractor**