



GUJARAT MINERAL DEVELOPMENT CORPORATION LTD.

(Khanij Bhavan, 132 feet Ring Road, Near University Ground, Vastrapur, Ahmedabad – 380 052)

PHONE: 2791 35 01 / 2791 32 00 FAX: (079) – 2791 14 54 2791 18 22

Tender No	GMDC: PD : COB : ARC-Lighting Decoration : 02 : 2016-17
Subject:	Annual Rate Contract for the work of lighting decoration of GMDC's corporate office building at Ahmedabad for the year of 2016-17

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INTRODUCTION

TENDER NO:- GMDC: PD : COB : ARC-Lighting Decoration : 02 : 2016-17

GMDC Limited-Ahmedabad (Govt. of Gujarat Undertaking)

E-Tender is invited for Annual Rate Contract for the work of lighting decoration of GMDC's corporate office building at Ahmedabad for the year of 2016-17

Corporate Overview

GMDC is the flagship company of the Government of Gujarat, registered under the Companies Act; 1956. GMDC is in the business of extracting and selling various minerals like Lignite, Bauxite, Fluorspar and Manganese. GMDC is currently invited E-tender for Annual Rate Contract for the work of lighting decoration of GMDC's corporate office building at Ahmedabad for the year of 2016-17



E-TENDER NOTICE

TENDER NO. GMDC: PD : COB : ARC-Lighting Decoration : 02 : 2016-17

Sr. No.	Description	Details	
1	Scope of the work	Annual Rate Contract for the work of lighting decoration of GMDC's corporate office building at Ahmedabad for the year of 2015-16	
2	Location	GMDC Corporate Office , Ahmedabad	
3	Tender Fee (The tender fee is non-refundable.)	Rs. 1,000/-(Rupees. One Thousand only) Tender fee must be paid either in Cash or DD/ Pay Order at GMDC Ahmedabad Office.	
4	Earnest Money	Rs. 15,000/ (Rs. Fifteen Thousand Only) in the form of Demand Draft of any Nationalized Bank or AXIS, IDBI, HDFC, and ICIC Bank in favor of GMDC Limited payable at Ahmedabad only.	
5	Security Deposit	05% of the contract value in form of DD/BG of banks approved by Govt. of Gujarat from time to time (except Co-Operative Bank) will have to be paid on acceptance of the tender within fifteen (15) days of the issue of order	
6	Solvency certificate	Rs. Four (4) Lacs from banks approved by Govt. of Gujarat from time to time (except Co-Operative Bank)	
6	Time of Completion of work.	As per Annexure – “ X”	
7	Last date & time for submission of TENDER	April 30, 2016	Before 18: 00 Hrs.
8	Last date for submission of Tender fee, EMD and for other documents in person/ post	April 30, 2016	Before 18: 00 Hrs.
9	Verification of submitted documents (EMD, tender fee etc)	May 02, 2016	Before 16: 00 Hrs.
10	Opening of technical bids at GMDC HO, Ahmedabad.	May 02, 2016	Before 16: 00 Hrs.
11	Date and time of Price Bid opening of on line tender	Bidder will received system generated email from (n) Code Solutions ((n)procure cell)	
12	Place for Price Bid opening of on line tender	GMDC Ahmedabad Office	
13	Refund of Security Deposit	After one month of successful completion of work.	

The Corporation reserves the right to reject any or all the Bids without assigning any reasons thereof. Only the



DETAILS TO BE FURNISHED ALONG WITH APPLICATION.

1. Complete particulars of the constitution, and main business activities of the prospective BIDDER (Bidder) covering, inter alia, its global operations, including presence in India.
2. Unabridged Annual reports or audited financial accounts for the last three years.
3. A comprehensive list of assignments handled by the firm, providing the required services /for completion of project (for Government, Quasi Government and private sector separately).

GENERAL MANAGER (POWER)

*Gujarat Mineral Development Corporation Ltd.(A Govt. of Gujarat Enterprise)
“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 , Visit our web site: www.gmdcltd.com and
<https://gmdc.nprocure.com>*

SUBMISSION OF TENDER:

Tenderer shall submit their offer in electronic format on <https://gmdc.nprocure.com> after Digitally Signing the same. **Technical documents along with Tender fee & EMD can be accepted in physical form, however technical bid as well as price bid is to be submitted in electronic form only. As per E-tendering process.** Offer of price bid in physical form will not be accepted and any such offer if received by GMDC will be out rightly rejected.

Interested bidders can view these tender documents online but bidders who are interested in bidding in this, tenderers can download tender documents from <https://gmdc.nprocure.com>. Tender Documents are only available in Electronic Form. The bidder should submit all the forms electronically only. 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.

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, 3rdfloor, GNFC Info tower, Sarhhej – Gandhinager Highway,
Bodakdev, Ahmedabad – 380054.

Toll Free: 1-800-233-1-1-Ext: 501,512,516,517, E mail :- nprocure@gnfc.net



INSTRUCTIONS TO THE TENDERER
(To be read & studied before quoting the Tender)

1. All bid documents shall be signed by the authorized person/representative of the candidate.
2. Any changes, notifications, amendments etc related to these tender documents will be issued only on <https://gmdc.nprocure.com> and such shall prevail.
3. The bidder shall bear all costs associated with the preparation and the submission of the bid. Whether or not, the bid is accepted or even if GMDC withdraws the bid invitation, the bidder shall not be entitled to claim any costs, charges, etc in connection with the bid.
4. It is the bidder's obligation to conform to the scope of the work and work to the best of the efforts to complete the work as per the expected schedule provided by them.
5. GMDC reserves the right to reject any or all of the bids or accept any of the bids in part or full
6. The bid shall be evaluated only for the bidders who meet the eligibility criteria.
7. If required the tenderers may visit the site along with the tender copy, to study the project before submitting the offer.
8. No escalation in price / rate will be allowed on any ground, extension in time limit may be granted with an explicit understanding that no price escalation will be paid.
9. Successful Tenderer will have to submit three copies of the detailed bar chart for timely completion of the work.
10. Tenders will be opened in Two Bid system, i.e. Technical or Prequalification Bid and Price Bid. First the Technical or Prequalification 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 tenderers, who qualify themselves in Technical/ Prequalification Bid. The technically qualified tenderers (Prequalified Tenderers) will be informed regarding the date, time and venue for the opening of the.
11. The tenderer is required to submit the DD of EMD as per tender notice. It should be noted that if the demand draft of EMD is not submitted, the tender will not be considered for scrutiny and will be summarily rejected.
12. The tenderer will have to submit 'NO DEMAND CERTIFICATE' along with the final bill of the work, as per the Proforma given in this document.
13. Successful tenderer will have to enter in to the agreement with the Corporation on an appropriate stamp paper of Rs. 100/- (to be provided by the contractor) after accepting the Letter of Intent and having agreed to and accepted the terms and conditions of the tender.
14. No page from the tender documents shall be defaced or detached. Also no correction in the tender documents shall be made by the tenderer. Any comments which the tenderer desires to make, shall not be placed on the tender documents, but shall take the form of a separate statement, as brief as possible, and giving reference to pages and clauses of the tender documents.



15. Tender documents consist of:

- 1) General Terms and Condition.
- 2) Special Terms & Condition, Instructions to Bidders.
- 3) Price Bid.
- 4) Technical Bid.
- 5) Annexure—A— Bid Qualifying criteria.
- 6) Annexure—B – Scope of Work.
- 7) Annexure—C – Terms & Conditions.
- 8) Annexure—D – Declaration—1.
- 9) Annexure—E – Declaration—2.
- 10) Annexure—f – Articles of Agreement.
- 11) Annexure—G – Indemnity Bond.
- 12) Annexure—H – Draft Bank Guarantee for Security Deposit.
- 13) Annexure—I – Vendor Registration Form.
- 14) Annexure—J – Performa for EMD.
- 15) Annexure—K – Solvency Certificate.
- 16) Annexure—L – Draft Bank Guarantee for Advance payment.

Note: - These are to be complied by the tenderers, in case their tender is accepted.

Submission of tender will be the conclusive evidence that the tenderer has fully satisfied himself as to the nature and scope of the work to be done, site conditions, and all other factors affecting the performance of the contract and the price and also as to the terms and conditions of the contract.

Access to the site during tender period may be arranged by asking appointment on application to the GMDC.

The tender notice along with the tender documents as detailed together with any other documents as may be hereafter mutually agreed to by the parties, will form the contract agreements referred to above

16. Wherever the tenderer find any discrepancy, omission, ambiguity or conflict in or among the documents forwarded or be in doubt as to their meaning and interpretation; such matter should be called to the attention of the GMDC not later than 7 days period to the date of submission of tender. On receipt of such quarries the GMDC/consulting engineers will issue a clarifying bulletin which will also form a part of the contract. Neither the GMDC nor the Engineer-In-Charge/consulting engineer will be responsible for any oral instructions.

The rates should be written both in figures and in words. In case of any difference between rates in figures and words, the rates in words will prevail.

17. Tenderers must disclose the names of their partners, if any, in the particular contract. Any tenderer failing to do so will render himself liable to have his earnest money deposit forfeited and the contract, if entered into, cancelled at any time during its currency.

18. If it is found that two or more persons who are connected with one another either financially or as principal and agent or master and servant have tendered under different names for the same contract without disclosing their connections, then such tenders will be rejected and



the earnest money deposit shall be forfeited. Any contract entered into under such conditions is also liable to be canceled.

19. In case the tenderer is a joint stock company, the contract must be affixed with the seal of the company in the presence of witnesses and signed by two Directors or by persons duly authorized to sign the contract for the company under a power of attorney. The tenderer shall produce a certified copy of such power of attorney at the time of making the agreement.
20. The tenderer must fill in all blank spaces in the form of tender and sign in long hand as and where shown and scan the same. Only the principal authorized to make the contract, should sign the tender, and execute the contract on behalf of the tenderer.
21. The tenderer must be very careful to deliver a bonafied tender. Such a tender must propose any other condition than those laid down in this Document.
22. Any tender who proposes alterations to any of the conditions lay down, or which proposes any other conditions of any description whatever is liable to be rejected.
23. Incomplete tenders are liable to be rejected.
24. If rates of current taxes, Sales tax/ duties, sales tax, service tax, VAT etc undergo any revision during contractual completion date, the same shall be allowed as statutory variation. However if any variation take place after contractual date of completion, the same shall not be allowed, even if delayed are accepted by bidder.
25. No statutory variation shall be admitted, if current taxes, Sales tax/ duties, sales tax, service tax, VAT etc become payable because of exceeding the prescribed limit for turnover of the tenderers after the date of offer.
26. Date of start shall be reckoned within 15 days from date of issue of Letter of Intent.
27. Security deposit will be refunded on demand. (As per clause no-13 of NIT)
28. Other terms and conditions of the tender shall be read and considered as a part of the tender documents.
29. The rates/prices quoted by the bidders will be final and any sort of escalation will not be considered.
30. Clarifications/queries if any by the bidder should convey by Fax/ E-Mail well in advance before 2 days of due date as mentioned in Tender Notice at the following addresses (power@gmdcltd.com) in a Cover, super scribing the name of work and due date.

*GENERAL MANAGER (POWER),
GUJARAT MINERAL DEVELOPMENT CORPORATION LTD.,
"KHANIJ BHAVAN", 132 FT. RING ROAD,
UNIVERSITY GROUND, AHMEDABAD -380 052.*

Signature & Stamp of the Tenderer

Name: _____

Address: _____



General Terms and Condition

1.0 GENERAL

Wherever the term GMDC is used herein it shall mean Gujarat Mineral Development Corporation Ltd. Where the term Tenderer, BIDDER is used, it shall mean the person or organization responding to GMDC's request for quotation herein contained and shall include his legal representatives, successors and assignees.

2.0 ACKNOWLEDGEMENT OF NOTICE INVITING TENDER AND CLARIFICATION:

- Bidder is requested to intimate GMDC as soon as possible their willingness to bid.
- In case of any clarification on Tender, the BIDDER shall approach GMDC in writing by fax, email or by letter and GMDC will provide the information required in writing. However, failure to receive any addendum or clarification shall not relieve the BIDDER of any of the obligations stipulated in the Tender. Any amendments made to TENDER shall be intimated to the bidder by E-mail or post/fax.
- The BIDDER will acquaint himself with the conditions / limitations and official regulations under which or conforming to which the services are to be performed and should carefully examine all the information as may be furnished to them in writing from time to time. Failure to comply with above requirement will not relieve the BIDDER of his obligations in the event of his BID being accepted. Unless otherwise specifically stated in the BID, it will be assumed that all terms and conditions of TENDER are accepted by the BIDDER without any reservations.

3.0 Submission of BIDS

- Bidder should submit price bid as well as Technical bid in electronically only. however Technical Document can be submitted physically along with Tender Fee and EMD.
- The BIDS should be in English.

4 Technical BID

4.1 *The BIDDER shall submit following details in the Technical Bid:*

The technical bid should contain the following,

- Scope of work which shall conform to the details mentioned above under the title "Scope of work"
- List of exclusions/deviations and reasons thereof as per the format provided
- Documents to demonstrate the eligibility of the bidder as per the criteria listed under "Eligibility"
- Time schedule – Bidder shall provide the time schedule detailing out the implementation of each of the activities.
- Any other information required for the evaluation of the bid

4.2 Tender Fees

As mentioned in Tender Notice Sr. No- 3

Note: - *Tender Fee is non refundable.*



4.3 Earnest Money Deposit

As mentioned in Tender Notice Sr. No- 4

Note: - Offer received without EMD will not be considered for evaluation.

5.0 PRICE BID

Tenderer shall submit their offer in electronic format only on website offer in physical format will not be accepted and any such offer if received by GMDC will be outrightly rejected.

5.1 TENDER with Annexure and all attachments will be considered to be read, understood and accepted by the BIDDER unless specifically stated by them otherwise in writing.

6.0 BID OPENING

BIDs will be opened in 3 stages

Stage I—Verification of Tender Fee, EMD and technical documents (Physically)

Stage II—Technical Bid (Electronically)

Stage III—Price Bid (Electronically only)

8.0 Following are the essential requirements for the bid, failing of which, the BID shall be rejected:

1. All bid documents shall be signed by authorized person, authorization letter in favor of signatory shall be attached with the bid.
2. The work shall be carried out in best workmanship manner as per the technical specifications. Qualified and experienced engineer shall carry out the electrical work under his control.
3. The work shall have to be completed within the time limit, failing which, GMDC will impose penalty as per prevailing norms of GMDC.
4. All testing equipments, tools, tackles and workmen required for carrying out the job shall be arranged by the contractor.
5. All safety precautions necessary shall be taken by the contractor for his work force working at site and transportation. GMDC in any way shall not be responsible for any compensation arising out of any damage caused to any of contractor during the work and transportation.
6. Any damage done to the property of GMDC by the contractor or his men while carrying out the work shall be made good by the contractor at his own cost.
7. If the contractor abandons the work or does not work as per schedule, GMDC shall get the work completed by any other agency at the risk and cost of the original contractor.
8. The validity of the offer for the work shall be 120 (One hundred twenty) days from the date of opening of Bid.
9. The tender received without Earnest money will be summarily rejected. The Earnest Money Deposit will be refunded to the unsuccessful tenderers after an award has been finalized. The Earnest Money Deposit (E-Tender Guarantee) will be forfeited in the event, the successful tenderer fails to accept the contract and fails to submit the "Security Deposit" to



the GMDC as stipulated in this e -Tender documents within ten(10) days after receipt of notice of award of contract.

10. GMDC is at his own discretion may divide the job into more than one party.
 11. The conditional offer will liable to be rejected.
 12. The successful tenderer shall have to pay the security deposit at the rate of 5% of contract value in favor of "Gujarat Mineral Development Corporation Ltd-Ahmedabad " in terms of Bank Guarantee of any Nationalized Bank or ICICI, IDBI. AXIS, HDFC Bank valid for the contract period and enter into an agreement on stamp paper of Rs.100/- as per prevailing norms under labor contract. It shall be incumbent on the Contractor to pay the stamp duty and the legal charges for the preparation of the contract agreement.
 13. The rates shall be firm throughout the period of contract inclusive of supply of material, labor, loading, unloading at site and workshop. No price escalation will be given.
 14. During the course of execution no extra item shall be paid for, by GMDC
 15. As per rules, value of each Running Bill will be deducted against the TDS.
 16. The agency shall have to carry out the ARC work as per the "scope of work" mentioned in this tender.
 17. Statement that the security deposits and performance guarantee as per TENDER is agreed
- 09 Certificate that the offer is in total conformity with TENDER and if not, list of deviations, of all aspects such as basis of quotation, technical bid, terms, guarantees, liabilities etc. under " Schedule of Deviations".
- 10 The Bidder shall quote rates as per attached Price Bid of this tender.(Electronically only)
- 11.0 BID PREPARATION AND SUBMISSION EXPENDITURE**
The BIDDER shall bear all costs associated with the preparation and submission of the BID including any visits to the site. Whether or not the BID is accepted or even if GMDC withdraws the BID invitation, the BIDDER shall not be entitled to claim any cost, charges, expenses etc, in connection with the submission of the BID.
- 12.0 BID QUOTATION**
BIDDER shall quote all figures, abbreviations, including percentages in figures as well as in words. Where there is a difference between these, the rates given in words shall prevail. Erasure or over writing of any kind in the bid may render the bid to outright rejection wherever necessary the original figures and words should be scored out and corrected figures and word written again. The bidder shall have to attest the corrections. In case of deference between words and figures, words shall prevail.
- 13.0 PRICE ADJUSTMENT / ESCALATION**
The quotes or any other terms mentioned in the bid should be firm and subject to no changes whatsoever for the entire ORDER PERIOD. Bidder shall not be allowed to rescind the terms and conditions of bidding after priced bid opening.



14.0 SIGNING OF BIDS

The BIDS shall be signed by legally authorized principal officer of the BIDDER. On the BID being accepted by the GMDC, Letter of Intent will be issued by GMDC. The GMDC will also issue detailed work order indicating detailed terms and condition of the work order within 45 days from the date of LOI during which BIDDER has to commence the job..

15.0 BIDDER'S OBLIGATION

To conform to scope of work specified in the TENDER and ensure that it is in accordance to the completion schedule provided by him, so as to complete work within the schedule quoted by the BIDDER.

16.0 GMDC'S RIGHTS

GMDC will exercise unrestricted right to reject any or all the BIDS or accept any of the BIDS in full or part.

17.0 BID EVALUATION

BID shall be evaluated only for prequalified bidders. The pre-qualification criteria shall be as follows.

- Scope of work which shall conform to the details mentioned above under the title "Scope of work"
- List of exclusions/deviations and reasons thereof as per the format provided
- Documents to demonstrate the eligibility of the bidder as per the criteria listed under "Eligibility"
- Time schedule – Bidder shall provide the time schedule detailing out the implementation of each of the activities.
- Any other information required for the evaluation of the bid

TECHNICAL BID EVALUTION CRITERIA

The evaluation of the technical proposal shall be based upon its responsiveness to the scope of work, eligibility and time schedule.

18.0 The Commercial BID shall be evaluated on the following basis: FINANCIAL BID EVALUATION CRITERIA:

The Bidder whose evaluated cost to GMDC is lowest, will qualify for the award of LOI by GMDC subject to other conditions as evaluated by GMDC on completeness as acceptable to GMDC.

GMDC reserves right to give price preference and order preference to Gujarat based registered SSI units as per prevailing rules and regulation of Gujarat state Govt.

Signature & Stamp of the Tenderer

Name: _____

Address: _____



Special Terms & Condition, Instructions to Bidders

- **Experience of the Bidder**

A comprehensive list of past projects implemented, by the bidder indicating clients, dates, size of projects and any other relevant material should be included in the offer.

- **Time Schedule**

The bidder should complete the work as per annexure “X” of price bid. And contract period will be for 12 Months.

- **Payment Terms**

The bidder shall receive the payment under the work order as follows. Within 30 days from the receipt date of receipt of bill after completion of each milestones.

The breakup of the payment shall be as follows,

Sr.	Activity	No of Night/days for Lighting Decoration	Payment structure
1	Independence Day (14/08/16 to 16/08/16)	03 Night/days	As quoted in price bid
2	Navratri Mahotsav (02/10/2016 to 11/10/16)	10 Night/days	As quoted in price bid
3	Deepawali Mahotsav (29/10/16 to 05/11/16)	08 Night/days	As quoted in price bid
4	Republic Day (25/01/17 to 27/01/17)	03 Night/days	As quoted in price bid
5	Gujarat Anniversary Day (30/04/17 to 02/05/17)	03 Night/days	As quoted in price bid

- Variation in taxes, work contract taxes, duties, levies etc after award of job but within Time schedule mentioned in TENDER shall be to the account of GMDC. Any variation in taxes, work contract taxes, duties, levies etc beyond Time schedule shall be to BIDDER's account.

- **Penalty.**

For any delay in completion of WORK solely attributable to BIDDER beyond the agreed time schedule at the time of award of job, penalty shall be levied at the rate of ½ % per week with cap of 10% of order value.

- **ASSIGNMENT**

BIDDER shall not assign the WORK or any part thereof or any share or interest therein without the prior written consent of the GMDC. BIDDER shall not sub-contract the whole or any part of WORK without the prior written consent of GMDC. On concurrence of GMDC, BIDDER may sub-contract any part of WORK to any of its affiliates, in which event BIDDER shall remain fully responsible



LEGAL JURISDICTION AND ARBITRATION

- a. The matter relating to any differences arising out of this agreement shall be subject to the exclusive jurisdiction of Ahmedabad only.
- b. All questions, disputes, differences 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 arbitration as per the provision of Arbitration and Conciliation Act, 1996 and the venue of the arbitration proceedings shall be at Ahmedabad only.

FORCE MAJEURE

- (a) Force majeure is herein defined as any cause which is beyond the control of the contractor or the Corporation as the case may be 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:
 - i. natural phenomena such as flood, draughts Cyclone, earthquake and epidemics, declaration of war
 - ii. Acts of any government, including but not limited to war, declared or undeclared priorities, quantities, embargoes, providing either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such cases.
- (b) The contractor will advise, in the event of his having resort to this clause by a registered letter duly certified by the statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition. In the event of delay lasting over two months, if arising out of Force Majeure, the contract may be terminated at the discretion of the Corporation.
- (c) For delay arising out of Force Majeure, the contractor will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of force Majeure and neither company nor the Contractor shall be liable to pay extra costs (like increase in rates, remobilization, advance, idle charges for labour and machinery etc.) provided it is mutually established that the Force Majeure conditions did actually exist.
- (d) If any of the Force Majeure conditions exists in the place of operation of the contractor even at the time of submission of bid he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations



- (e) The contractor or the Corporation shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/ or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time given though such cause may occur after contractor's performance of his obligations has been delayed for other causes.

COMPLETION OF WORK

When the Contractor fulfills all its obligations under the contract to the satisfaction of General Manager (P)/Head of the department (**as applicable**) and subject to terms and conditions of the Contractors, it shall be eligible to apply for completion certificate. The General Manager (P)/Head of the department (**as applicable**) shall formally issue completion certificate after verifying from the completion documents and satisfying himself that the work has been completed in accordance with all the provisions of this contract and instructions issued to the contractor by the GMDC and (**concerned authorities**) from time to time. The contractor after obtaining the completion certificate is eligible to present the final bill for the works executed by him/ it under the contract.

Within completion of the work in all respects as defined in the tender document, the contractor shall be required to obtain from the General Manager (P)/Head of the department (**as applicable**) such completion certificates as to the (clearing of the areas on the downhill side of site of all rubbish dirt, rock overburden materials, structures etc..)(**may be modified as per the scope/requirement**)

- i. If the contractor fail to comply with the requirement of this clause on or before the date fixed for the completion of the work the General Manager (P)/Head of the department (**as applicable**) may at the expenses of the contractor carry out such work and the contractor shall forth with pay the amount of all such expenses so incurred and shall have no claim in respect of any such work.
- ii. For purpose of this clause the following documents are required by the GMDC subject to the conditions that General Manager (P)/Head of the department (**as applicable**) for his satisfaction.
 - (a) Certificate of the satisfactory completion of the work as per the terms and conditions of the tender/agreement.



- (b) A Certificate to the effect that no outstanding claim / payments are due to the persons employed by the contractor or his sub contractor if permitted by GMDC including the Statutory payments, which have fallen due.
- (c) “No claim/demand” and “No dues” certificates.
- (d) Proof of depositing P.F. and other applicable statutory dues from time to time.

Immediately on completion of the work, the contractor shall submit his final bill indicating the gross and net amount payable. On receipt of this, the GMDC shall verify the same, determining the total value of the work done of the contract and after adjusting all the sums already paid to him/ it and / due to the company on any account and such further sums as the GMDC is already authorized or required to reserve or retain as per the terms of the contract or otherwise make over to the contract as his / its final payment.

CONSTITUTION OF THE COMPANY / FIRM / PROPRIETARY CONCERN (AS APPLICABLE)

The Contractor shall not change the constitution of the company // firm / proprietary concern (as applicable) during the currency of the contract except same is necessary due to statutory provisions or permitted by GMDC..

Other clauses like scope of work, SD, advance payment, payment of RA bills etc. may be incorporated as per the actual requirement with respect to the nature of contract/work. However the special attentions required with respect to SD, the same should be issued by the Nationalised banks and banks approved by Govt. of Gujarat from time to time only (except co-operative banks).

In case of statutory variation in taxes, duties etc.. the following clause may be incorporated:

“Any statutory increase / decrease in duties, taxes, cess etc and / or introduction of any new duties, taxes, cess, other levies etc., after the last date of submission of tender till scheduled date of completion of work shall be to GMDC’s account subject to submission of documentary proof of having remitted / adjusted the same and to the extent directly related to the services rendered by the contractor.

In case of delay beyond scheduled date of completion of work, any statutory increase in duties, cess etc. and / or introduction / levy of any duty, tax, cess after scheduled date of completion of work shall be in the contractor’s account and reduction in such duties, taxes, cess and levy shall be passed on to GMDC’s Accounts and the order value shall be reduced accordingly.”



TAX LAWS

CONTRACTOR TO ABIDE BY FOLLOWING TAX LAWS:

(a) **General Taxes:** The Contractor shall be responsible for and shall pay out of his own, moneys, all taxes, dues, fees, cesses, octroi and charges payable to Central or State Governments or dues payable on material purchased by him or constructional plant provided by him for the works, and on all materials brought by him on the site and used for the works and shall indemnify the purchaser against any liability on account of any such taxes, dues, fees, cess, octroi and charges.

(b) **Income-Tax:** The Contractor and his employees shall bear and pay all Income-Taxes, corporate and personnel, super tax or any other Indian tax as may be payable by him on the amounts payable to him under the contract. If for any reason whatsoever the purchaser is called upon to pay in respect of the Contractor's or his employees income, any income-tax, supertax, or any tax under Income-tax Act or any tax under any other law in force in India, then the Contractor shall be bound and liable to reimburse and pay to the Purchaser the amount of such tax so paid by the purchaser and the Contractor shall further agree that the Purchaser will also be entitled to recover and reimburse to himself the amount of such tax out of the fees, remuneration or any other sum payable by him to the Contractor under the Contract.

(c) **Taxes in respect of Workmen:**

The Contractor shall provide and maintain workmen's compensation insurance coverage to provide compensation benefits in the event of injury of employees in the course of work under the contract. Liability under the Workmen's Compensation Act:

(I) The Contractor shall at all times identify the Purchaser against any claims which may be made under the Workmen's Compensation Act, 1923 or any statutory modification thereof or otherwise for or in respect of any damages or compensation payable in consequence of any accident or injury sustained by any workman or other person whether in the employment of the Contractor or not.

(II) Liability under the employee's State Insurance Act 1948: Where the Contract is in connection with the Purchaser's work office coming under the purview of the Employee's State Insurance Act, 1948, the Contractor shall make necessary deduction from the monthly emoluments of his staff employed on the Contract at the prescribed rate and remit the aggregate amount monthly to the Purchaser together with the Employer's (Contractor's) contribution as required under the Act and together with the standard form duly filled in as required under the Act.

(III) Liability under the Employees Provident Fund Act, 1951: Where the contract is in connection with the purchaser's works office coming under purview of the employees provident Fund Act, 1951, the Contractor shall make necessary deduction from the monthly emoluments of his staff employed on the Contract at the prescribed rate and remit the aggregate amount monthly to the purchaser together with the Employer's (Contractor's) Contribution as required under the Act, and together with the standard forms duly filled in required under the Act.

(D) You will abide by the provision of labour laws, contract labour regulations and Abolition act (contract Act-37 of 1970) pertaining to the employment of the labour and shall get yourself register with regional provident fund commissioner and inform the corporation about the registration number by submitting the copy of the number allotted to you by RPFC. You have to submit the copy of labour license from the competent authority for the subject work

Signature & Stamp of bidder



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.

• MISCELLANEOUS

1. The parties will do all such acts matters and things and will sign or execute and deliver all such documents as may in the reasonable opinion of the GMDC be necessary or expedient to further and more effectually carry into effect the provisions of WORK ORDER.
2. Each party will bear its own costs of and incidental to the negotiation preparation and execution of WORK ORDER.
3. BIDDER shall be responsible to ensure that all persons employed by it or its affiliates for WORK in India and their dependents are physically fit. BIDDER will not be paid for any additional costs, such as evacuation or travel expenses of the replacements etc, incurred by the BIDDER due to inadequate medical examinations of the employees.



4. BIDDER shall be responsible for meeting the requirements of Factories Act, Workmen Compensation Act, and other Industrial/Labor Laws relating to employment of labor directly employed by it during the course of their employment under the WORK ORDER. Any damage to the Plants shall be borne by the BIDDER.
5. **GMDC reserves right to split work in to 2 (two) or more parts to speed up the work at L-1 Rates.**

- **NOTICES**

All notices shall be in writing and shall be given either personally or by registered post/courier, Fax or e-mail and shall be deemed adequately served as and when received by the party to be notified at its address set forth herein. Either party may, by written notices to the other, change its address for receiving such notices.

GMDC Mailing Address

*General Manager (POWER),
Khanij Bhavan,
132 feet ring road,
Near University Ground,
Vastrapur,--Ahmedabad-380052.*



GUJARAT MINERAL DEVELOPMENT CORPORATION LTD.

(Khanij Bhavan, 132 feet Ring Road, Near University Ground, Vastrapur, Ahmedabad – 380 052)

PRICE BID

Tender No GMDC: PD : COB : ARC-Lighting Decoration : 02 : 2016-17

Annual Rate Contract for the work of lighting decoration of GMDC's corporate office building at Ahmedabad for the year of 2015-16

Subject:

PHONE: 2791 35 01 / 2791 32 00 FAX: (079) – 2791 14 54 2791 18 22

GUJARAT MINERAL DEVELOPMENT CORPORATION LTD.

(Khanij Bhavan, 132 feet Ring Road, Near University Ground, Vastrapur, Ahmedabad – 380 052)



Price Bid.

Annexure : “ X ”

S r.	Activity	Rates for 01 Nos of color full Paro lights in Rs. Per Day /Night	Total Rates for 75 Nos of color full Paro lights in Rs. Per D/N (A)	Rates for 01 nos of color full lamps in Rs. Per Day/Night	Total Rates for 01, 40, 000 nos of color full lamps in Rs. Per Day/Night (B)	Rates for One day in Rs. (Ex. of Service Tax C=(A+B)	Total Nos of Night/days per Occasion (D) In Night/days	Total Rates Per Occasion E=(C*D)
1	Independence Day						03 Night/days	
2	Navratri Mahotsav						10 Night/days	
3	Deepawali Mahotsav						08 Night/days	
4	Republic Day						03 Night/days	
5	Gujarat Anniversary Day						03 Night/days	
Grand Total for all occasion (Exclusive of Service Tax) (i.e. total of E--Sr. 1 to 5)								

Note :-

1. Bidder Should Quote fix firm charges inclusive of Labor charges, Transportation, loading-unloading layout of series, lamp, and board, it's necessary connection wiring, W.C. Policy , Insurance for your employ etc.. GMDC is not responsible for any accident, stolen or damages
2. Bidder should depute one technician to make lighting switch ON/OFF and running maintenance work during the above period of lighting decoration.



Deviation Sheet

Clause in which deviation is requested	Deviation	Reason for deviation

Signature & Stamp of the Tenderer

Name: _____

Address: _____



DECLARATION SHEET

.....
Bidder's Name

I... certify that all the above typed-in data and information pertaining to this specification is correct and is true representation of the equipment covered by our formal Proposal dated. I hereby certify that I am duly authorized representative of the Bidder whose name appears above my signature.

Bidder's Name :

Authorised Representative's
Signature and Stamp :

G M D G



GUJARAT MINERAL DEVELOPMENT CORPORATION LTD.

(Khanij Bhavan, 132 feet Ring Road, Near University Ground, Vastrapur, Ahmedabad – 380 052)

TECHNICAL BID

Tender No	GMDC: PD : COB : ARC-Lighting Decoration : 02 : 2016-17
-----------	---

Subject:	Annual Rate Contract for the work of lighting decoration of GMDC's corporate office building at Ahmedabad for the year of 2016-17
----------	---

PHONE: 2791 35 01 / 2791 32 00 FAX: (079) – 2791 14 54 2791 18 22

GUJARAT MINERAL DEVELOPMENT CORPORATION LTD.

(Khanij Bhavan, 132 feet Ring Road, Near University Ground, Vastrapur, Ahmedabad – 380 052)



TECHNICAL BID

PROPOSAL PARTICULARS

- Bidder's Name :
- Bidder's Complete Address :
- Bidder's Complete Company Name :
- Bidder's Proposal Number :
- Bidder's Proposal Date :
- Bidder's Proposal Validity Period :
- Bidder's Phone number :
- Bidder's E-Mail :
- EMD Detail :
- Tender Fee Detail :



Bidder's Name:

Bidder's Signature:



Technical Deviation Sheet

Clause in which deviation is requested	Deviation	Reason for deviation

Signature & Stamp of the Tenderer

Name: _____

Address: _____



TECHNICAL DECLARATION SHEET

.....
Bidder's Name

I... certify that all the above typed-in data and information pertaining to this specification is correct and is true representation of the equipment covered by our formal Proposal dated. I hereby certify that I am duly authorized representative of the Bidder whose name appears above my signature.

Bidder's Name :

Authorised Representative's
Signature and Stamp :

G M D G



Annexure—A

Bid Qualification Criteria

- 1) Bidder should submit Solvency certificate Worth of Rs. Four (4) Lacs which would not older than 3 months from Last date of bid submission any nationalized bank or of AXIS, IDBI, HDFC, and ICICI Bank
- 2) The Bidder must have experience at least 03 Years of such type of Business
- 3) Documentary evidence need to be submitted against Sr. No 1 & 2
- 4) Bidder should have turnover of minimum five lacs for last two years
- 5) Bidder should submit IT returns for last three years.
- 6) Bidder Should have an experience of Lighting decoration work for Multistory Building, Malls, Big religious Places etc. Documentary evidence for same need to be submitted



Annexure—B

Scope of Works

- Bidder should provide lighting decoration of GMDC's corporate office building at Ahmedabad for the year of 2016-17 with Minimum Install quantity of following lights per day on occasions as per annexure "X" inclusive of Labor, layout of series, lamps, and board, paro lights it's necessary connection wiring, Safety equipments, tools-tackles, transportation, all type of insurance/ W.C. Policies etc. any other requirement related to this work.

Minimum requirement.

Sr no	Minimum Install quantity per day for lighting decoration.
1	75 nos of color full Paro lights
2	01, 40, 000 nos of color full lamps

Annexure: "X"

Sr.	Activity	No of Night/days for Lighting Decoration	Payment structure
1	Independence Day (14/08/16 to 16/08/16)	03 Night/days	As quoted in price bid
2	Navratri Mahotsav (02/10/2016 to 11/10/16)	10 Night/days	As quoted in price bid
3	Deepawali Mahotsav (29/10/16 to 05/11/16)	08 Night/days	As quoted in price bid
4	Republic Day (25/01/17 to 27/01/17)	03 Night/days	As quoted in price bid
5	Gujarat Anniversary Day (30/04/17 to 02/05/17)	03 Night/days	As quoted in price bid

- It is the bidders responsibility for starting lighting decoration work well in advance of minimum 3 days before the date of above occasions.
- Bidder has also requested to contact GMDC before 4-5 days of the date of above occasion.



Annexure—C

Terms & Conditions

- Work includes the layout of series, lamp, boards and its necessary connection wiring, transportation etc.
- Lighting decoration is to be done as per GMDC requirements.
- During installation of lighting depute your technician to make lighting switch ON/OFF and running maintenance work.
- Extra or additional lamps on demand by GMDC are to be provided by you on same rates.
- Services Tax will be paid extra on submission of proof.
- Income tax will be deducted as per government rules.
- You will have to sign the agreement on Rs. 100/- Stamp paper.
- You have to submit 5% Security Deposit of total contract value.
- GMDC have rights to increase or decries of day in schedule shown in annexure “X”.
- You will arrange for all safety equipments, tools and tackles required for the job and safety for your workers. GMDC is not responsible for any accident, stolen or damages.
- Workmen compensation police :- the contractor shall take all risk cover insurance policy to cover all his workmen staff applicable under the workmen’s compensation act, 1923 or any amendment thereof, as also insurance cover for third party liability, accident etc related to this work. The contractor shall keep GMDC indemnified from all liabilities arising out of his action in pursuance in this contract.
- You will have to take approval before start any type of work and will have to take signature when you start the lighting, to calculate days and working hours of lighting. And also you will need to give minimum of six hour to calculate the installed lighting in our COB either before starts the work or after completion of work.

Signature & Stamp of the Tenderer

Name: _____

Address: _____



Annexure—D

DECLARATION –I (On Company's letterhead)

Letter No.

Date

From:

To,
THE MANAGING DIRECTOR,
GUJARAT MINERAL DEVELOPMENT CORPORATION LTD.,
"KHANIJ BHAVAN", 132 FT. RING ROAD,
UNIVERSITY GROUND,
AHMEDABAD-380 052.

SUB: -

Dear Sir/ madam,

I/we have carefully gone through and clearly understood the Tender Notice and Tender Form and have tendered to execute and satisfactorily complete the whole of the work strictly in accordance with the said Tender Form.

I/we hereby solemnly declare that any of our partners severally and/or individually or our firm/company have not been put any time in the past on the black list either by the Government of India/Government of Gujarat/Government of India Undertaking / Government of Gujarat Undertaking/Any other State Government Undertaking. I/we hereby further agree that if the Corporation come to know subsequently, after awarding the work under this tender to me/us to our firm/our company that any of our partners either individually or severally, or our firm/company was black listed by any of the states agencies, the Corporation shall be entitled to take any actions against us severally or individually or our firm/company in this regard in any manner that may be deemed fit by the Corporation.

Yours faithfully,

Signature & Stamp of the Tenderer

Name: _____

Address: _____



Annexure—E

DECLARATION -II (On Company's letterhead)

Letter No.

Date:

From:

To,
THE MANAGING DIRECTOR,
GUJARAT MINERAL DEVELOPMENT CORPORATION LTD.,
"KHANIJ BHAVAN", 132 FT. RING ROAD,
UNIVERSITY GROUND,
AHMEDABAD-380 052.

SUB: -

Dear Sir/ Madam,

I/we having carefully gone through and clearly understood the Introduction, Tender Notice, documents to be enclosed and sent along with this tender, plans, specifications, conditions of contract etc. for the above mentioned work, do hereby tender to execute and complete the whole of the work strictly in accordance with the said plans and specifications and conditions of contract at the rates set out in the priced schedule and quantities attached hereto.

I/we have deposited as Earnest Money Rs. _____ (Rs. _____) by demand draft in your office which amount is not to bear any interest and I/we do hereby agree that this sum shall be liable to be forfeited by the Corporation at its sole discretion, in the event of your accepting my/our tender and I/we fail to execute the contract, when called upon to do so.

It is understood by me/us that the lowest or any tender will not necessarily be accepted and that no reasons shall be given for such non-acceptance.

I/we agree to keep our offer open for 120 days or for a further period as would be desired by the Corporation from the date of opening of the tender. We agree to all the terms and conditions of the tender.

Yours faithfully,

Signature & Stamp of the Tenderer

Name: _____

Address: _____



Annexure—F

ARTICLES OF AGREEMENT

(DRAFT)

(NOTE: These Articles of Agreement shall be signed by the successful Tenderer (contractor) and the GMDCs on a Non-Judicial Stamp Paper of Rs.100/-; the Stamp Paper shall be bought by the Contractor).

ARTICLES OF AGREEMENT made at _____ on this _____ day of _____ BETWEEN _____ (hereinafter referred to as the GMDC which expression shall include his heirs, executors, administrators and assignees) of the one part and _____ (hereinafter referred to as the “Contractor” or the “Tenderer” which expression shall include his heirs, executors, administrators and assignees) of the other part.

WHERE AS the GMDC is desirous of constructing/Executing the work and have caused drawings, Specifications and Bills of Quantities describing the work to be done, to be prepared by or under the guidance and WHEREAS the said Tender Documents (as detailed in Para 13 of Instructions to Tenderers) inclusive of the Specifications and the Priced Bills of Quantities have been signed by or on behalf of the parties hereto, and WHEREAS the Contractor has agreed to execute upon and subject to the conditions set herein, the works shown upon the “said drawings” and described in the “said Specifications” and the “said Priced Bills of Quantities” (all together hereinafter referred to as “The Conditions”). AND WHEREAS the Contractor has submitted the Initial security deposit of Rs. _____ (Rupees: _____ only) in the form of Cheque/DD/B.G.

NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1 In consideration of the payment to be made to the contractor as hereinafter provided, he shall upon and subject to the said conditions execute and complete the works shown upon the said drawings and described by or referred to in the said Specifications, the Priced Bills of Quantities and such further detailed drawings and/or instructions as may be furnished to him by the GMDC/Consulting Engineer.
- 2 The GMDC shall pay the Contractor such sums as shall become payable to him in terms of the Conditions at the time and in the manner specified in the Conditions.
- 3 The terms Engineer in charge for the purpose of this Contract such other person as shall be nominated for the purpose by the GMDC not being a person to whom the Contractor shall object for reasons considered to be sufficient by the GMDC. Provided always that no person(s) subsequently appointed to be the Engineer in charge under this Contract shall be entitled to dis-regard or overrule any decision or approval or direction given or expressed in writing by the (previous) Architect/Consulting Engineer/Engineer for time being.
- 4 The Contract or the work is as referred to in Para of Instructions to Tenderers and all other subsidiary works connected herewith within the same site as may be ordered to be done



from time to time by the Engineer in charge for the time being although such works may not be shown on the said drawings or described in the said Specifications or the Priced Bills of Quantities.

5. All disputes arising out of or in any way connected with this contract shall be deemed to have arisen in Ahmedabad and only the Court at Ahmedabad shall have jurisdiction to determine the same.
6. The several parts of this Contract have been read and fully understood by me, the undersigned. IN WITNESS WHEREOF the parties hereto have hereunder set their hands this ____ day of _____, 200__.

Signed by the said GMDG
In Presence of

Name: -----

Address: -----

Occupation: -----

Signed by the said Contractor
In Presence of

Name: -----

Address: -----

Occupation: -----



Annexure—G
Indemnity declaration form
(On letter head of the bidder)

UNDERTAKING

Ref. No.

DATE:

To,
The MANAGING DIRECTOR,
M/S. GUJARAT MINERAL DEVELOPMENT CORPORATION LTD,
“KHANIJ BHAVAN”, 132, FT. RING ROAD,
NR. UNIVERSITY GROUND, VASTRAPUR,
AHMEDABAD-380 052.

Dear Sir,

We M/s _____ hereby undertake that, we shall at all times, indemnify and keep indemnified that GMDC Limited from any and all liability for damages resulting from or arising out of or in any way connected with the operations covered by the tender No GMDC: . We shall be responsible for all risk arising in connection with or on account of the operations covered by the contract covered by above tender and shall make good all losses and damages arising there from. In case, the GMDC Limited shall incur any cost or expense or suffer any loss on account of any claim demand or course of action brought against us and arising out of the operation covered by the Bidder/ Tenderer, the GMDC Limited shall have the power (Without being bound to do so) to define, contest or compromise any such claim demand or cause of action. Any amount that may become payable by GMDC Limited and any cost expense etc. that may be incurred by GMDC Limited in this behalf, shall also be recoverable from us, without prejudice to your other rights.

Yours Faithfully,
For _____

SEAL & SIGNATURE OF AUTHORITY



Annexure—H

To be typed on Stamp Paper of Rs. 100.00

Same format for both the orders.

BANK GUARANTEE FOR SECURITY DEPOSIT

BG No. _____ For Rs. _____

IRREVOCABLE BANK GUARANTEE

This deed of Guarantee is made this day _____ between Gujarat Mineral Development Corporation Limited having registered office at Khanij Bhavan, Near University Ground, Behind Gandhi Labour Institute, 132ft Ring Road, Vastrapur, Ahmedabad- 380 052 (India) hereinafter called Corporation and _____ (Bankers) for an amount of Rs. _____ (Rupees _____) for and on behalf of M/s. _____ having registered office at _____ hereinafter called Contractor/Vendor/Agency. (Which expression shall unless excluded by or repugnant to the context, included its successors and assigns of the concerned Parties.)

The Corporation entered in to contract with the contractor and issued tender No. _____ to them, a Purchase/Work Order for the supply/work of _____ for the GMDC Site / Project/ Office _____ as per terms and conditions contained in Tender No. _____ L.O.I/Purchase/Work Order No. _____ dated _____ and whereas clause No. _____ of the said contract Provided that the Contractor/Vendor/Agency is required to produce a irrevocable Bank Guarantee in favor of the Corporation for sum of Rs. _____ (Rupees _____ Only) as Security Deposit for the due performance of the contract.

And whereas at the request of the Contractor/Vendor/Agency, the Bank has agreed to execute this guarantee.

IT IS HEREBY AGREED AND DECLARED BY THE BANKERS HERETO AS FOLLOW :

- 1). The Bank hereby guarantee to the Corporation the observance and performance by the Contractor/Vendor/Agency of the various terms and conditions obligations as provided in the said contract and further undertakes to pay to the Corporation a sum of Rs. _____ (Rupees _____) on demand and without any demur in the event of the Contractor/Vendor/Agency failing or refusing to perform the various duties and obligations under the said contract or otherwise committed breach of any of the terms and conditions of the said contract and it is hereby declared that the decision of the Corporation that the Contractor/Vendor/Agency has to failed and neglected to perform any of the duties and obligations indicated in the said contract shall be final and binding on the Bank.



- 2). That the Guarantee herein shall not be affected by any change in the Constitution of the Bank.
- 3). That the Guarantee shall not be revoked without consent of the GMDC.
- 4). That the Bank further declares that on completion of the contract, the Corporation may retain such amount of the Guarantee as may be sufficient to cover any incorrect or excess payment made on the bill of the Contractor/Vendor/Agency till the Audit and defect liability period is completed.
- 5). NOTWITHSTANDING anything contained herein before our liability under this guarantee is restricted to Rs. _____ (Rupees _____).

The Guarantee will remain in force for a period of _____ from the date of LOI/Purchase/Work Order i.e. up to _____ unless a demand or claim is made on us in writing on or before _____ all your rights under this guarantee shall be forfeited and we will be relieved and discharged from all our liabilities therein under.

SIGNATURE & SEAL OF BANKERS



Annexure—I

Sr. no.	Details of Bidders to be filliped are as under.	
	Supplier Name (Vendor Name)	
1	URL(Website Name)	
2	Address Line1	
3	Address Line2	
4	Address Line3	
5	Address Line4	
6	City	
7	State	
8	Postal Code	
9	Address Name(Site)	
10	Phone Area Code	
11	Phone Number	
12	Fax Area Code	
13	Fax Number	
14	Email Address	
15	CONTACT PERSON NAME	
16	Mobile no. of Contact Person	
17	VAT NUMBER	
18	CST NUMBER for parties situated outside of gujarat	
19	PAN NUMBER	
20	TAN NUMBER (Optional)	
21	VENDOR TYPE (Material supplier OR service provider?)	
22	Product Code (Please select from the Sheet - Product Code)	
23	Product Code description (Please select from the Sheet - Product Code)	



Annexure—J

**PROFORMA FOR EARNEST MONEY DEPOSIT
On Tenderer's Letter Head**

REF. NO.

DATE:

TO,

MANAGING DIRECTOR,
M/S. GUJARAT MINERAL DEVELOPMENT CORPORATION LTD,
"KHANIJ BHAVAN", 132, FT. RING ROAD,
NR. UNIVERSITY GROUND, VASTRAPUR,
AHMEDABAD-380 052.

SUB. : E.M.D. for Tender No.

DEAR SIR,

WITH REFERENCE TO THE ABOVE AND AS PER TERMS & CONDITIONS OF TENDER,
WE ARE SENDING HERewith D.D./PAY ORDER NO: _____ DATED _____ FOR
RS. _____ DRAWN ON _____ BANK _____
BRANCH IN FAVOUR OF M/S. GUJARAT MINERAL DEVELOPMENT CORPORATION
LTD. PAYABLE AT AHMEDABAD, BEING THE AMOUNT OF E.M.D.

KINDLY ACKNOWLEDGE THE RECEIPT AND SEND YOUR STAMPED RECEIPT FOR
THE SAME.

THANKING YOU,

YOUR'S FAITHFULLY,

Signature & Stamp of the Tenderer

Name: _____

Address: _____



Annexure—K

SOLVENCY CERTIFICATE -PROFORMA (If Applicable)
(ON BANK LETTER HEAD)

Date:

This is to state that to the best of our knowledge and information,

M/s. _____,

a Customer of our Bank is respectable and can be treated as solvent up to a sum of
Rs..... (Rupees.....).

It is certified that this information is furnished without any risk and responsibility on Bank or its
Officers in any respect whatsoever more particularly either as Guarantor or otherwise. This
certificate is issued at specific request of the Customer.

Signature & Stamp of the Tenderer

Name: _____

Address: _____



Annexure—L

B.G. for an Advance Payment against Supply

On Rs. 100/- Stamp Paper

Gujarat Mineral Development Corporation Limited,
“Khanij Bhavan “, Near University Ground,
Behind Gandhi Labour Institute, 132ft Ring Road,
Vastrapur, AHMEDABAD – 380 052

Dear Sir,

Guarantee No. :
Amount of Guarantee :
Guarantee cover from : to
Last date for lodgment of claim :

This deed of Guarantee executed by _____ (Bank Name and Address) (hereinafter referred to as the “BANK “) in favour of M/s Gujarat Mineral Development Corporation Limited (hereinafter referred to as the “OWNER”) for an amount not exceeding Rs. _____ (Rupees _____) at the request of M/s. _____(Name & Address of Contractor)(hereinafter referred to as the “CONTRACTOR”).

This guarantee is issued subject to the condition that the liability of the bank under this Guarantee is limited to a maximum of Rs. _____ (Rupees _____) and the guarantee shall remain in full force up to _____(Date of expiry) and cannot be invoked other than by a written demand or claim under this guarantee served on the bank on or before _____(Last date of Claim).

In consideration of the “OWNER” which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assign having awarded to the “CONTRACTOR” which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assign the LOI/Purchase/ Work Order No. _____ dated _____ Valued at Rs. _____ (Rupees _____). The scope of Purchase/Work Order covers _____ etc. at GMDC Site/ Office _____ (hereinafter referred to as “CONTRACT”) and the “OWNER” having agreed to make an advance payment against supply to the “CONTRACTOR” for performance of above “CONTRACT” amounting to 10% (Ten Percent) of contract value as an advance against a Bank Guarantee to be furnished by the “CONTRACTOR”.

We, _____(Name of the Bank) having its Central/Head Office at _____ the “BANK” which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns do hereby irrevocably guarantee and unconditionally undertake to pay to the “OWNER” immediately on first demand any or all money payable by the “CONTRACTOR” to the extent of Rs. _____ (Rupees _____) as aforesaid at any time without any demur, reservations, recourse, contest or protest and/or without any reference to the Contractor. Any such demand made by the “OWNER” on the “BANK” shall be conclusive and binding notwithstanding



any difference between the “OWNER” and the “CONTRACTOR” or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

“The Bank further agrees that the “OWNER” at its option shall be entitled to enforce this guarantee against the “BANK” as principal debtor in first instance without proceeding against the “CONTRACTOR” and notwithstanding any security or other guarantee the “OWNER” may have in relation to the contractor’s liabilities.

Notwithstanding anything contained hereinabove, our liability under this advance payment guarantee is restricted to Rs. _____ (Rupees _____) and comes into force only upon receipt by the “CONTRACTOR” of the advance payment.

This guarantee will automatically be reduced proportionately against progressive invoices relevant to the value of work done and certified by the “OWNER” for the reduced amount and shall remain in force up to _____ unless a claim in writing is received by us before and up to _____, we shall be discharged from the liability under the guarantee.

Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall not exceed Rs. _____. (Rupees _____)
- b) This Bank Guarantee shall be valid up to _____ and
- c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____.

WITNESS:

BANK STAMP & SIGNATUR

Signature & Stamp of the Tenderer

Name: _____

Address: _____