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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/WIND/3/RRF/16-17
Subject:	E-tender is invited to Providing services for Forecasting, Scheduling, Metering and energy accounting for GMDC's wind farm projects according to guideline of GERC/CERC regulations & any Amendments /alterations /modification / replacements thereto.

GUJARAT MINERAL DEVELOPMENT CORPORATION LTD.

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E-TENDER NOTICE

TENDER NO. GMDC/PD/WIND/3/RRF/16-17

Sr. No.	Description	Details
1	Scope of the work	E-tender is invited to Providing services for Forecasting, Scheduling, Metering and energy accounting for GMDC's wind farm projects according to guideline of GERC/CERC regulations & any Amendments /alterations /modification / replacements thereto.
2	Location	With in Gujarat State
3	Tender Fee (The tender fee is non-refundable.)	Rs.5000/-(Rupees. five thousand only) Tender fee must be paid either in Cash or DD in favor of GMDC Limited payable at Ahmedabad only.
4	Earnest Money	Rs. 2, 50, 000/- (Rs. Two lacs, fifty Thousand Only) in the form of Demand Draft in favor of GMDC Limited payable at Ahmedabad only.
5	Security Deposit	10% 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	Time of Completion of work.	Two years from the date of issuance of LOI
7	Last date & time for submission of TENDER	May 20, 2016 before 18:00 Hrs.
8	Last date for submission of Tender fee, EMD and for other documents in person/ post	May 20, 2016 before 18:00 Hrs.
9	Verification of submitted documents (EMD, tender fee etc)	May 21, 2016 before 18:00 Hrs.
10	Opening of technical bids at GMDC HO, Ahmedabad.	May 20, 2016 before 18:00 Hrs.
11	Date and time of Price Bid opening of on line tender	On opening of price bid system generated E-mail is received to bidders from N procurer
12	Pre-bid meeting	At GMDC Ahmedabad Office on May 11, 2016 at 11: 00 Hrs.
13	Refund of Security Deposit	After 90 days on completion of work.

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



ISO 9001: 2008

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>*

Phone : (079) 27913200 Fax : (079) 27911822

SUBMISSION OF TENDER:

Tenderer shall submit their offer in electronic format on <https://gmdc.nprocure.com> after Digitally Signing the same. **Technical bid 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

Any changes, notifications, amendments etc related to these tender documents will be issued only on <https://gmdc.nprocure.com> and such shall prevail.



ISO 9001: 2008

1. All bid documents shall be signed by the authorized person/representative of the bidders.
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. GMDC reserves right to split work in to 2 (two) or more parts to speed up the work at L-1 Rates. also GMDC have right to terminate the work order at any time if work not found satisfactory.
6. The bid shall be evaluated only for the bidders who meet the eligibility criteria.
7. If required the bidders may visit at office 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. The bidders are 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.
10. The Bidders will have to submit 'NO DEMAND CERTIFICATE' along with the final bill of the work, as per the Proforma given in this document.
11. Successful bidders 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.
12. No page from the tender documents shall be defaced or detached. Also no correction in the tender documents shall be made by the bidder. Any comments which the bidders 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.
13. 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 – Technical Specifications and requirements.
 - 8) Annexure—D – Declaration—1.



ISO 9001: 2008

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| 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. –if applicable then only |
| 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.

14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.



ISO 9001: 2008

21. Incomplete tenders are liable to be rejected.
22. 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.
23. 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.
24. Date of start shall be reckoned within 20 days from date of issue of LOI.
25. Other terms and conditions of the tender shall be read and considered as a part of the tender documents.
26. The rates/prices quoted by the bidders will be final and any sort of escalation will not be considered.
27. Clarifications/queries if any by the bidder should convey by Fax/ E-Mail well in advance before 7 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: _____



ISO 9001: 2008

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 in electronically only. Technical bid shall allow in physical form
- 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.*



ISO 9001: 2008

4.3 Earnest Money Deposit

As mentioned in Tender Notice Sr. No- 4

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

5.0 PRICE BID

Tenderer shall submit their offer in electronic format shown on website as per clause no- Part II offer in physical format will not be accepted and any such offer if received by GMDC will be out rightly 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

6.1 BIDS will be opened in 2 stages

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

Stage II—Technical Bid (Electronically)

Stage III—Price Bid (Electronically only)

6.2 The technical BIDS (Stage-I) will be opened on date fixed by GMDC.

6.3 The price BID shall be opened after the corresponding technical BIDS are scrutinized and possible clarifications obtained from all BIDDERS for bringing all of them acceptable technically and at par commercially.

6.4 Validity of BIDS

All BIDS should be kept valid for acceptance for **180 days** from the closing date of bid submission. Bid with lower validity will be rejected.

7.0 INFORMATION REQUIRED IN THE BID

BIDS should include the following information.

7.1.1 Technical BID (Part I)

7.1.1.1 Scope of Work which shall conform to Technical Bid with details.

7.1.1.2 Certificate that the technical BID is in total conformity with TENDER and if not the list of exclusion/deviations & reasons thereof. All Deviations shall be listed at one place under "Schedule of Deviations" as per format given in Annexure C and shall comprise as under:
Should the BIDDER consider that compliance with any requirements of the Specification would render the SCHEME unsuitable, he shall submit a proposal or proposals for modifying the requirements and shall include these in the "Schedule of Deviations" from the specification. Deviation mentioned elsewhere/in any other form will not be considered.



ISO 9001: 2008

8.0 Following are the essential requirements for the bid;

BIDDER shall submit the time schedule for completion of the project.

1. A Commercial Proposal as stated under Clause;
The BIDDER shall submit the following documents along with technical bid.
 - Memorandum of Articles (MoA) of the company ;
 - Balance Sheet of last three years certified by CA
 - Documentary evidence of annual turn-over of the most recent two year.
2. All bid documents shall be signed by authorized person, authorization letter in favor of signatory shall be attached with the bid.
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 related equipments, tools, tackles and workmen required for carrying out the job shall be arranged by the bidder.
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 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.
9. GMDC is at his own discretion may divide the job into more than one party.
10. The conditional offer will liable to be rejected.
11. The successful tenderer shall have to pay the security deposit / BG/ ABG shall be furnished in favor of "Gujarat Mineral Development Corporation Ltd-Ahmedabad " valid till 3 (three) months after completion 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.
12. During the period of contract, no price variation will be paid.
13. During the course of execution no extra item shall be paid for, by GMDC
14. As per rules, value of each Running Bill will be deducted against the TDS.
15. The agency shall have to submit the progress report thereof every week and all the activities shall be documented timely, which shall have to be submitted by the end of the project.



ISO 9001: 2008

- 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 BID**
The Bidder shall quote rates as per attached Price Bid of this tender.(Electronically only)
- 10.1** Certificate that quotation is valid till BID closing date.
- 10.2** Certificate that the quotations are firm and not subject to any change whatsoever including all taxes, work contract taxes, service tax, duties, levies etc. Any revision in Tax , duties , levies etc after price bid opening till contractual time will be to GMDC's account. Any changes beyond contractual period will be to bidder's account.
- 10.3 Accompaniments:**
All BIDS must be completed in all respects and conform to GMDC's requirements set forth in TENDER. The contents of TENDER will be considered to have been read, understood and accepted by the BIDDERS, unless otherwise stated in writing in their BIDS. Technical brochures referred to in the BID should be listed therein and enclosed in with all copies of the BID clearly indicating deviation if any under "Schedule of Deviations".
- 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 PARTICULARS RELATING TO BIDDERS**
- 13.0** Year of establishment and incorporation certificate of the Company.
- 14.0** Name of parties for whom orders have been executed earlier with address and dates of works executed starting from latest scope and value of such work.
- 15.0 BID QUOTATION**
- 15.1** 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.
- 16.0 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.
- 17.0 SIGNING OF BIDS**
- 17.1** The BIDS shall be signed by legally authorized principal officer of the BIDDER.



ISO 9001: 2008

17.2 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..

18.0 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.

19.0 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.

20.0 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

Bid not containing Earnest Money Deposit shall be summarily rejected without seeking any further clarification.

For required discussion / negotiation, in such case bidder has to visit GMDC at his cost before bid submission.

TECHNICAL BID EVALUATION CRITERIA

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

21.0 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.

Name: _____

Address: _____



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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 provide their services for twelve (12) months from the date of issue of LOI. Same can be extended for the period of another 12 months on mutual agreed basis.

When the DSM mechanism is applicable said work will be review or can be canceled

- **Payment Terms**

- ✓ Service charges shall be paid on quarterly basis on completion of each quarter. Quarterly charges shall be paid within 30 days after receipt of your invoice. The payment will be made after deduction of applicable Taxes.

- 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 / incentive .**

- ✓ At present no penalty levied by GERC /CERC as per DSM mechanism however party should give accurate forecasting as per prevailing GERC /CERC norms. The level of accuracy should be 85% of its time block in a period.

- ✓ Commercial mechanism as and when applicable/ imposed by GERC/CERC then the coordinating agency shall be responsible for scheduling generation on behalf of the wind generator as per guidelines up to a minimum accuracy of 85% of its time block in a period same as above. Therefore, if actual generation is going beyond +/- 15% of the schedule, penalty / incentive will imposed on bidder as per below. Any Deviation charges is imposed by SLDC then same shall be payable by GMDC.

- ✓ For guaranteed accuracy of 85% after commercial mechanism applicable by GERC/CERC, GMDC will pay 100% against services of quoted fees. The accuracy calculation shall be done on pooling station on weekly basis.

- ✓ If guaranteed accuracy is below 85% the services fees will be calculated as below-

1. Services Fees without guarantee (A) = Quoted price
2. Services Fees for Guaranteed (B) = Double of quoted price. (i.e 2 X A)
At accuracy of 85% as and when commercial mechanism applicable

3. If accuracy is below 85%
Calculated Payable service fees (C) = 20% of B



ISO 9001: 2008

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 Arbitrations 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.



ISO 9001: 2008

- (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

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ISO 9001: 2008

- (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.



ISO 9001: 2008

- (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.”



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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



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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.



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GUJARAT MINERAL DEVELOPMENT CORPORATION LTD.

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

PRICE BID

Tender No	GMDC/PD/WIND/3/RRF/16-17
Subject:	E-tender is invited to Providing services for Forecasting, Scheduling, Metering and energy accounting for GMDC's wind farm projects according to guideline of GERC/CERC regulations & any Amendments /alterations /modification / replacements thereto.

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)



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Price Bid.

- 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 :

Sr. No	Description	Per MW Fix Firm Price per month in INR
1	Fix firm price for per MW installed capacity per month to provide services of Forecasting, Scheduling, Metering and energy accounting for GMDC's wind farm projects according to guideline of GERC/CERC regulations & any Amendments /alterations /modification / replacements thereto.	
Service Tax will be paid extra at actual in INR		
TOTAL in INR		

Note: - Bidder should quote fix firm Price including of Travel, Accommodation and Logistics for Site Visit, GMDC Corporate Office Visit, or any other stationary/ materials/ any other expenses or any equipments and all related hardware , software , ABT meter etc...(All inclusive) required to carry out above work



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Deviation Sheet

Clause in which deviation is requested	Deviation	Reason for deviation

Signature & Stamp of the Tenderer

Name: _____

Address: _____



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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



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GUJARAT MINERAL DEVELOPMENT CORPORATION LTD.

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

TECHNICAL BID

Tender No	GMDC/PD/WIND/3/RRF/16-17
Subject:	E-tender is invited to Providing services for Forecasting, Scheduling, Metering and energy accounting for GMDC's wind farm projects according to guideline of GERC/CERC regulations & any Amendments /alterations /modification / replacements thereto.

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)



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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:



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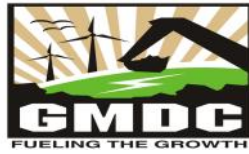
Technical Deviation Sheet

Clause in which deviation is requested	Deviation	Reason for deviation

Signature & Stamp of the Tenderer

Name: _____

Address: _____



ISO 9001: 2008

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



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Annexure—A

Bid Qualification Criteria

1. The bidder should be a registered legal entity operating in India since last 02 years.
2. The bidder should have the capability to provide services for Forecasting and Scheduling of Wind power through software.
 - Automated Schedule submission to SLDC and GMDC
 - Software used by Bidder for forecasting should be capable to generate minimum 96 Hours ahead forecast
 - Online access to generator, enabling Geo-visualization of wind direction and wind speed through software for minimum 96 Hours ahead forecast.
3. To ensure seamless execution of the contract, it is mandated that the bidder should be the owner of the software or should possess relevant source code / should have/ licensed copy of the software for this project.
 - The bidder shall submit the copy of the certificate from software developer (Authorization Letter, Letter of Acceptance and NOC Certificate) as mentioned along with the offer.
 - Bidder shall submit the copy of the agreement with the weather forecasting agency
4. Bidder should have successfully executed minimum 2 Nos. of projects each of at least 25 MW installed capacity in India in last 2 years for wind power forecasting and scheduling services for duration not less than 24 months for each project. Experience on government sector is desirable.
 - 1) The bidder shall submit the supporting documents (Issued by the customer clearly indicating type of work executed, and time period) of the corresponding work in support of providing services for wind power generation forecasting and scheduling under technical PQ criterion in support of the above qualifying criterion along with the offer.
 - 2) Financial Criteria..
 - The bidder's minimum average annual turnover from forecasting services of last two financial years i.e. 2013-14, 2014-15 shall not be less than 50 Lakhs. (Fifty lakhs)
 - The bidder must submit copy of Audited financial statements (Balance sheet) / Profit & Loss accounts of the relevant years duly certified by a chartered Accountant or Annual Reports indicating annual turnover.
 - Certified copy of the audited Annual accounts along with schedules /ROC extracts will need to be furnished as supporting documents.
 - The bidder should have capability and should be able to showcase
 - The bidder shall submit the copies of experience letter under Financial Qualifying Criteria for Pre-Qualification to Tender for working as coordinating agency (Issued by the customer clearly indicating type of work executed, value of work and time period) of the corresponding work in support of providing services for wind power generation forecasting and scheduling under financial PQ criterion in support of the above qualifying criterion along with the offer.



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Annexure—B

Scope of Works

A. SCOPE OF SERVICES:

Consultant's scope of services would cover the following:-

- The Scope of the proposal shall be on the basis of a single Bidder's responsibility, completely covering all the services specified under the accompanying Technical Specifications. It will include among others as specified therein the following:-
- Wind Power Forecasting& Scheduling service including submission of schedules to SLDC.
- Complete integrated solution and online web based application of wind generation forecasting, trend, analysis, various reports etc. as per the requirement covered herein.
- The broad scope of online application is described below and further detail scope of work is specified in Technical Specification and Special terms and condition of contract.
- Wind Power Forecasting& Scheduling
- To provide user friendly online web based application for wind power forecasting and scheduling.
- To provide day ahead forecast / schedule value in 96 blocks in MW with graphical trend.
- To provide real time forecast / schedule and actual value in 96 blocks in MW with graphical trend.
- To coordinate with M/S SUZLON Energy Ltd. to provide require real time data at agreed point.(either Pune office or Ahmedabad office) From this points Bidder has to develop their network to transfer data to PI server
- To provide analysis / summary report for yearly, monthly/weekly, based on forecasted / scheduled vs. actual wind generation data by using SCADA data. The provision in module should be in such way that any kind and any format of data summary can access. All required hardware along with ABT meter (15 minute time cycle) are in the bidder scope and wider should quote price considering all required software as well as hardware.
- Bidder shall provide daily forecasts/schedules based on the historical wind data, actual turbine generation data collected from developer's server (10 min SCADA data).
- Bidder shall update and provide revised forecast /schedule 16 times or more as per regulations based on actual weather and onsite real time wind and turbine data.
- Bidder shall maintain the necessary back-ups of forecasted data at own premises and provide to GMDC as needed.
- Bidder shall immediately communicate with GMDC about non availability of data due to instrumentation failure or malfunction.
- Bidder shall be flexible to implement CERC regulation changes as and when takes place.



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- Dispatch of Schedule to SLDC
- Bidder shall collect turbine availability data (under maintenance or under breakdown) from wind farm generators on daily basis and incorporate in forecasting model for accurate forecasting.
- Bidder shall have the own infrastructure to dispatch the schedules to SLDC.
- Bidder shall provide schedule in 96 Time blocks of 15 minutes each.
- - Maintaining accounting of energy generation and any UI charges applicable to each generator as per SLDC guideline. Weekly, daily report generation as per client requirement and format.
- Bidder shall provide wind power schedules on Intraday and Day ahead basis to respective SLDC.
- Bidder shall also be responsible for revising the machine availability based on information provided by the OEM Service provider and expected generation based on changes in machine availability from time to time and incorporate in subsequent revisions to SLDC.
- Bidder shall have web portal to upload the non-availability of WTG's for better and accurate scheduling.
- Deviation Settlement Mechanism
- (As and when applicable. Shall be reconsidered at time of implementation as per latest CERC/SERC Orders/ Regulations).
 - Management of UI charges account, collection of UI charges from Individual generator as per calculation given by SLDC, depositing UI charges to SLDC.
- Bidder shall undertake the apportioning of deviated energy/applicable charges as per settlement mechanism with various wind farm generators at pooling substation.
- Bidder shall undertake deviation settlement mechanism with SLDC on behalf of GMDC
- Shall calculate and do the liasioning work for commercial settlement of all the charges applicable to GMDC including payment to regional/ State UI/DSM Pool accounts through the concerned RLDC/SLDC on behalf of GMDC.
- Shall undertake for de-pooling of payments receivable or payable as applicable on behalf of GMDC from the regional/State UI/DSM Pool and settlement with individual generators.
- Shall undertake commercial settlement of any other charges on behalf of GMDC as may be mandate from time.
- Liaise with SLDC on behalf of GMDC to settle any disputes or complaints related to deviation, scheduling or forecasting.
- Any charges receivable/payable on behalf of GMDC shall be intimated by Agency to GMDC and GMDC shall issue the applicable amount to the SLDC through agency. Any financial liability arising due to delay in payment shall be borne by GMDC.



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Annexure—C

Technical Specifications and Requirement

Details of installed WTG with location as follows

Gujarat Mineral Development Corp. Ltd. (GMDC)'s Wind Farm Details

Sr. No	Location of Substation	GMDC's Connected Load	No. of WTGS
1	Vershamedi	19.5MW	13
2	Balambha	33 MW	22
3	Gorsar	7.5 MW	5
4	Suthari	21 MW	14
5	Vasai	19.5 MW	13
6	MotaGunda	50.4 MW	24

System Pre Requisite:		
1	Forecasting Capabilities & Integration	<ul style="list-style-type: none"> a. Bidder must be procuring weather data either from international service provider or from national agencies for wind power forecasting and scheduling activities. b. Bidder must have experience of working in the Indian terrain / subcontinent for not less than 2 years. c. Software being used by the bidder must have the capability to integrate Historical and real-time wind generation data for the wind power farm. d. A dedicated forecast of large rapid changes in wind generation for managing power system security. e. A tailored forecast to minimize wind plant revenues loss / reduce under wind forecasting obligation.
2	Software capabilities	<ul style="list-style-type: none"> a) User friendly online web based application for wind power forecasting and scheduling. b) High end server to collect the data. c) Integration of location and site related details of the wind site / Park. Integration of SCADA data on real time basis from the Developer / Generator in the software. d) Integration of the forecast from the Forecasting Service Provider / own forecast and conversion of the same to schedules as applicable in the 96 time-block frame with 15 mins interval abiding specific state regulations as prescribed. e) Automatic submission of schedules to the concerned SLDC or to the Generator as applicable. f) Flexibility and adaptability in case of any issues arising related to

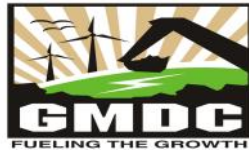


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		<p>generation of schedules automatically via software.</p> <p>g) Ability to have manual intervention if required during submission of schedules.</p> <p>h) To provide analysis / summary report for yearly, monthly/weekly, based on forecasted / scheduled vs. actual wind generation data by using SCADA data. The provision in module should be in such way that any kind and any format of data summary can access.</p> <p>i) Software shall have ability generate and submit revisions at predefined intervals as per regulations.</p> <p>j) Capability to store Historical Data.</p>
III	Schedule Management	<p>a. Compilation of schedules with all revisions within a designated time frame (as submitted by Stakeholders or as per regulation for submission to SLDC).</p> <p>b. Co-ordination with SLDC control room for any Scheduled/real time update on grid downtime (optional).</p> <p>c. Co-ordination with wind Park operator/stakeholders for any downtime or feeder tripping at local pooling station, if the same is not considered while submission of Day ahead or Intraday revision to an aggregator. (Optional).</p> <p>d. To gather actual generation data from Developers/ Turbines /DISCOM. (Access has to be provided by Developer/wind Park Owner).</p> <p>e. Analysis of Actual vs. Schedule Data and subsequent effects.</p> <p>f. To provide online monitoring through web based software application. The IP rights for the said application shall remain with the service provider.</p> <p>g. To provide online monitoring to visualize deviations on real time daily basis.</p>
IV	Minimum Hardware Capabilities	<ul style="list-style-type: none"> • Processor - Quad Core x 4 • Clock speed - 3 GHz • RAM - 16 GB or more • SSD - 440 GB • OS – Linux • Uptime/Reliable -99.9%.
V	Operation Capabilities	<ul style="list-style-type: none"> • Scheduling & 24*7 Operations with monitoring

Database Requirement:

- MYSQL data base at multiple location with replication enabled.
- MYSQL Version 5.6* 64 bit.
- Database table partition up to next 3 years.



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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.

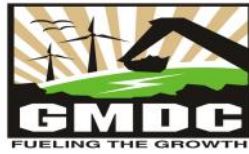
I/we hereby solemnly declare that any of our partners severally and/or individually or our firm/company have not been put any time in the past on the black list either by the Government of India/Government of Gujarat/Government of India Undertaking / Government of Gujarat Undertaking/Any other State 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: _____



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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: _____



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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



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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: -----



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

UNDERTAKING

Ref. No.

DATE:

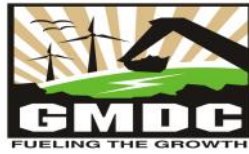
To,
The MANAGING DIRECTOR,
M/S. GUJARAT MINERAL DEVELOPMENT CORPORATION LTD,
“KHANIJ BHAVAN”, 132, FT. RING ROAD,
NR. UNIVERSITY GROUND, VASTRAPUR,
AHMEDABAD-380 052.

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



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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 _____ 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.



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- 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



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Annexure—I— (Mandatory)

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?)	



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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: _____



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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: _____



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Annexure—L
B.G. for an Advance Payment 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 _____ (hereinafter referred to as “CONTRACT”) and the “OWNER” having agreed to make an advance payment 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



ISO 9001: 2008

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: _____