



TENDER NO. GMDC PP 2016-17-03

TECHNICAL EVALUATION TO IMPROVE PLANT PERFORMANCE AT 2X125  
MW AKRIMOTA THERMAL POWER STATION , VILL.NANICHER, TAL.  
LAKHPAT, DIST. KUTCH, GUJARAT

NOTE:

1. This is online Tender (e-Tender), hence Bidder has to submit all the forms electronically only.
2. Bidder has to submit draft for Tender Fee, EMD and other documents physically or by post at our office as per e-tender notice.
3. Bidder has to submit Technical Bid along with Technical detailed specification
4. The Bidders are required to submit their bids on-line through <https://nprocure.com>

Corporate Office:  
Gujarat Mineral Development Corporation Ltd.  
(A Govt. of Gujarat Enterprise)  
“KaniJBhavan”, 132 Ft. Ring road, Nr. ManavMandir, University  
Ground, Vastrapur, Ahmedabad-380 052  
Ph: 079 27913200/3502/1662/1665  
Fax no: 079 27911822/2791 1520  
E-mail: [power@gmdcltd.com](mailto:power@gmdcltd.com)  
Visit our web site: [www.gmdcltd.com](http://www.gmdcltd.com)



TENDER NO. GMDC PP 2016-17-03

Sub: Technical evaluation to improve plant performance at 2 x 125 MW Akrimota Thermal power station, Vill.:Nanichher, Tal.: Lakhpat, Dist.: Kutch, Gujarat.

Sr.No.	Tender No.	TENDER NO. GMDC PP 2016-17-03
01	Tender Fee [Non refundable]	Rs.1000 /- (Rs. One Thousand Only)
02	Scope Of Work	Technical evaluation to improve plant performance at 2 x 125 MW Akrimota Thermal power station, Vill.:Nanichher, Tal.: Lakhpat, Dist.: Kutch, Gujarat.
03	Place of Work	2 x 125 MW Akrimota Thermal Power Station at village ChherNani, Ta: Lakhpat, Dist: Kutch-Gujarat
04	Earnest Money Deposit	Rs.15,000/- in form of Demand Draft of Nationalized Bank/schedule Bank in favour of GMDC Limited payable at Ahmedabad and to be submitted along with technical bid only, failing which tender will not be considered as valid tender & bid will be rejected.
05	Security Deposit	10% of the total contract value (including EMD) in form of DD / BG (excluding EMD) valid for the period of six months from the date of LOI. The security deposit will be paid within 7 days from the date of LOI.
06	Last date & time for download tender and submission online	23/03/2017 up to 16:00 Hrs
07	Last date & time for submission of technical bid along with EMD & supporting documents.	23/03/2017 up to 18:00 Hrs
08	Verification of submitted documents (EMD, tender fee etc) & opening of preliminary bid	24/03/2017 at 11:00 a.m.
09	Opening of technical bids	24/03/2017 at 11:10 a.m.
10	Place for opening of online tender	Ahmedabad
11	Validity Of Tender	150 days

- The cost of the tender document will not be refunded under any circumstances.
- The tender notice shall form a part of contract document.
- Tender received without E.M.D. will be outright rejected.

Corporation reserves right to reject any or all tender or part thereof or split the work between more than one tenderer, without assigning any reason thereof.

The tenderer, if registered under DGS&D, SSI, NSIC will not be exempted from submission of EMD and Security deposit as well as no price preferences over the quoted rates will be considered.

Tenders will be considered only of those parties having Permanent Account Number of Income–Tax, Service Tax No. and qualified as per pre-qualification criteria/bid.

Only the tenders of the tenderers who are technically qualified will be considered for further evaluation. 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.

The bidder is required to submit the Tender Fee and EMD amount in sealed cover at Ahmedabad GMDC office on/before **DT: 23/03/2017**. If EMD amount & Tender Fee are not submitted, tender will not be considered for scrutiny and will be summarily rejected.

In case, bidder needs any clarification or if training required for participating in on line tender, they can contact following office: -

(n)code Solutions- A Division of GNFC Ltd,

(n)procure cell

301, 3<sup>rd</sup> floor, GNFC Infotower, Sarhhej – Gandhinager Highway, Bodakdev,  
Ahmedabad – 380 054.

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

Phone : (079) 26857316/17/18

Fax : (079) 26857321

E mail :nprocure@gnfc.net

#### DOWNLOAD OF TENDER DOCUMENTS:

The tender document for this works is available only in electronic format which bidder can download as explained above.

#### SUBMISSION OF TENDER:

Tenderer shall submit their offer in electronic format on above mentioned website up to after Digitally Signing the same. No offer in physical form will be accepted and any such offer if received by GMDC will be out rightly rejected.

#### OPENING OF TENDER:

**The technical bid will be opened on DT: 24/03/2017 at 11.10Hrs on website <https://gmdc.nprocure.com> as mentioned above.**

Bidders has requested to send the tender documents along with tender fee & EMD addressed to following authority with mentioned tender no. & name of bidder on cover.

GENERAL MANAGER (POWER)

Gujarat Mineral Development Corporation Ltd.

(A Govt. of Gujarat Enterprise)

“KanijBhavan”, 132 Ft. Ring road, Nr. ManavMandir, University Ground,

Vastrapur, Ahmedabad-380 052

Ph: 079 27913200/3502/1662/1665

Fax no: 079 27911822/2791 1520 E-mail: [power@gmdcltd.com](mailto:power@gmdcltd.com)

Visit our web site: [www.gmdcltd.com](http://www.gmdcltd.com)

### 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. 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.
3. It is the bidder's obligation to confirm the scope of the work and work to the best of the efforts to complete the work as per the schedule provided by GMDC.
4. GMDC reserves the right to reject any or all of the bids or accept any of the bids in part or full.
5. The bid shall be evaluated only for the bidders who meet the eligibility criteria.
6. If required the tenderers may visit the site along with the tender copy, to study the project before submitting the offer.
7. 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.
8. Successful Tenderer will have to submit three copies of the detailed bar chart for timely completion of the work.
9. 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 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.
10. 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.
11. The tenderer will have to submit 'NO DEMAND CERTIFICATE' along with the final bill of the work, as per the Proforma given by GMDC.
12. 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.  
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. 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
13. 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 4 days period to the date of submission of tender. On receipt of such queries 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.
14. 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.
15. 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.

16. 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.
17. 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.
18. The tenderer must be very careful to deliver a bonafied tender. Such a tender must propose anyother condition than those laid down in this Document.
19. 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.
20. Incomplete tenders are liable to be rejected.
21. 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.
22. 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.
23. Date of start shall be reckoned within 7 days from date of issue of Letter of Intent.
24. Security deposit will be refunded on demand only after successful completion of works.
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 2 days of due date as mentioned in Tender Notice at the following addresses([power@gmdcltd.com](mailto: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: \_\_\_\_\_

**GUJARAT MINERAL DEVELOPMENT CORPORATION LTD.  
(2 X 125 MW AKRIMOTA THERMAL POWER STATION)**

Information is hereunder provided about general terms & conditions of the contract for technical evaluation to improve plant performance of 2X125 MW Akrimota Thermal Power Station.

Information on following topics is provided here under :

- Instruction to bidders
- General terms & conditions of the contract

**I. INSTRUCTION TO BIDDERS**

▪ **SYNOPSIS**

GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED (GMDC) is having 2 x 125 MW Lignite based power plant located near Village NaniChher, Taluka Lakhpat, District Kutch. GMDC has its own lignite mines for the power plant. The plant is based on Circulating Fluidized Bed combustion technology for the boilers where lignite is burnt along with limestone in the furnace of the boiler and turbine is based on KN series machine. The raw water for various processes is obtained from sea and treated to get water of different qualities suitable for different services including CW system, De-sal plant, Fire hydrant system, DM Plant etc.

1. **APPROACH TO SITE**

1 AKRIMOTA THERMAL POWER STATION (ATPS) is accessible by road from Lakhpat and Dayapar on the Bhuj-Lakhpat Coastal Highway. The site is located 2 kms away on the west side of Lakhpat-Narayan Sarovar road. From Lakhpat, the site is around 15 km away while from Dayapar the same is around 40 kms. The nearest broad gauge railway station is at Bhuj, which is around 150 kms. from the power plant. Bhuj is also the nearest airport which is presently connected to Mumbai by air. The nearest sea port is Kandla which is around 220 km away from the plant site.

2 The site is 15.0 mt. Above MSL.

The weather is hot & humid. Corrosive oxides of Sulphur & Chlorides are present in the coastal saline atmosphere.

The average rainfall is 350 mm only.

Water scarcity is generally experienced in this area from June to August. The area is also prone to draughts for sustained time upto 4 to 5 years.

**II. GENERAL TERMS & CONDITION OF THE CONTRACT**

3 **GENERAL INSTRUCTIONS**

Bids shall not be accepted after the time and date fixed for receipt of Bids as set out in the 'Invitation for Bid'. Bids received after the above time and date so fixed will not be considered.

3.1 GMDC may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with Clause in which case all rights and obligations of the GMDC and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

3.2 Bidder shall bear all costs associated with the preparation and delivery of its Bid, and the GMDC will in no case be responsible or liable for these costs.

3.3 **Modification and Withdrawal of Bids**

1. The Bidder may modify or withdraw its Bid after the Bid's submission, provided that such modification or withdrawal is received in writing by the GMDC prior to the deadline prescribed for submission of Bids.
2. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched so as to reach the GMDC before 4 days of the dead line prescribed for the submission of bid. A withdrawal notice may also be sent by telex or cable but must be followed by a signed confirmation copy.
3. No Bid may be modified subsequent to the deadline for submission of Bids.
4. No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form.

#### 4. ELIGIBILITY CRITERIA

Eligibility criteria, prescribed for the specific tender, are mentioned in the tender notice and also in the tender documents. Bids of the Tenderer satisfying the prequalification requirement, shall only be considered and processed further.

Certain essential requirements of pre-qualification bid are as under:

1. The Bidder should submit EMD in the form of D/D, as specified for the tender, along with the pre-qualification bid.
2. The Bidder has to submit PAN Number of the firm. Copy of the same to be submitted.
3. The Bidder has to submit Service tax registration number. Copy of the same to be submitted.

The Bidder should enclose copy of all the documents, Work Order and any other certificate to satisfy his eligibility criteria along with bid documents.

#### 5. BID DOCUMENTS

- 5.1 The Bidder is expected to visit the Power Plant site and make his own assessment regarding the quantum of work and facilities available at site and satisfy himself about all the uncertainties prior to submitting his offer.
  - The Bidder is expected to examine all instructions, forms, terms and specification in the Bid Document. Failure to furnish all information required in the Bid Document or submission of a Bid not substantially responsive to the Bid Documents in every respect may result in rejection of the Bid.

#### 5.2 Clarification of bidding Documents

- 5.2.1 Prospective bidders requiring any further information or clarification of the bidding documents may notify the GMDC in writing or by telex or cable or by fax at the GMDC's mailing address indicated in the invitation to bids. The GMDC will respond in writing to request for information or clarification of the bidding documents which it receives not later than seven (04) days prior to the deadline for the submission of bids prescribed by the GMDC. The GMDC's response (including an explanation of the query) will be sent in writing or by telex or cable to all prospective bidders who have received the bidding documents.

#### 5.3 Amendments of bidding documents

- 5.3.1 At any time prior to the deadline for submission of bids, the GMDC may, for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder, modify the bidding documents by amendment.

- 5.3.2 In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the GMDC may, at its discretion, extend the deadline for the submission of bids.

6. LANGUAGE OF BID

The bid prepared by the bidder, and all correspondence and documents relating to the bid exchanged by the bidder and the GMDC, shall be written in the English language. Any printed literature furnished by the bidder may be written in another language provided that this literature is accompanied by an English translation, in which case, for purpose of interpretation of the bid, the English translation shall govern.

7. TIME SCHEDULE

- 7.1 The basic considerations and the essence of the contract shall be the strict adherence to the time schedule for performing the specified 'works'.

8. EARNEST MONEY DEPOSIT (EMD)

An EMD as prescribed in the tender document shall accompany with bid. The EMD shall be in the form of an A/C payee Demand Draft in favour of M/s GUJARAT MINERAL DEVELOPMENT CORPORATION LTD. payable at Ahmadabad only.

9. SUBMISSION OF BIDS

The bids shall be submitted in two parts viz. Part 1 (Pre-qualification or technical bid) and Part 2 (Price Bid). Part 1 bid will be submitted along with tender fee & EMD and price bid will be accepted only in electronically.

Part-1 Pre-qualification bid shall be submitted along with the following documents.

1. Proof of experience meeting the minimum eligibility criteria as per attached annexure A.
2. Previous work order copies of last one year.
3. E.M.D as per clause.
4. PAN Number.
5. Service tax registration number/certificate copy.
6. Schedule of deviation

Part-2 Price Bid.

The bidder shall fill the price schedule in the format given on line only and the price shall be inclusive of cost of all manpower, consumables, tools and tackles, transportation, safety and statutory compliance, duties, mobilisation and demobilisationetc excluding service tax at actual only (statutory variation in GMDC account).

Original copy of Part-1 shall be addressed and submitted at the address mentioned on page no.3:-The envelope shall be clearly marked with "Tender No. & Subject"

10. SIGNATURE OF BIDS

- 10.1 The bid must contain the name, residence and place of business of the person or persons making the bid and must be signed and sealed by the bidder with his usual signature. The name of the all persons signing should also be typed or printed below the signature.
- 10.2 Bid by a partnership firm must be furnished with full names of all partners and be signed the partnership name, followed by the signature and designation of one of the authorized partners or other authorized representative(s).

- 10.3 Bids by a corporation/ company must be signed with the legal name of the corporation / company by the president, Managing Director or by the Secretary or other person or persons authorized to bid on behalf of such corporation / company in the matter.
- 10.4 The bidder's name stated on the proposal shall be the exact legal name of the firm.
- 10.5 Erasures or other changes in the bid Documents shall be initialled by the person signing the bid.

#### 11. INFORMATION REQUIRED WITH THE BID

Bidder should clearly indicate along with details called in the bid, the plant where he undertaken similar work as also certificates from clients.

#### 12. UNDERSTANDING AND CLARIFICATION ON DOCUMENTS AND SPECIFICATION

The Bidder is required to carefully examine the specifications and documents and fully confirm himself as to all the conditions and matters, which may in any way, affect the "works" or the cost thereof. If any Bidder finds any discrepancies in the specifications and documents or is in doubt as to the true meaning of any part, he shall at once request in writing for any interpretation/clarification to the in the Techno-commercial bid or seek clarification during the techno commercial discussion.

All such interpretations and clarifications shall form a part of the specification and documents and accompany the Bidder's proposal.

#### 13. PAYMENTS

The payment to the Bidder shall be released in Indian Rupees by A/c payee cheque only.

#### 14. POLICY FOR BIDS UNDER CONSIDERATION

- 14.1 Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by the GMDC to the Bidders. While the Bids are under consideration, Bidders and/ or their representative or other interested parties are advised to refrain from contacting by any means, the GMDC and / or his employees. The Engineer, if necessary, will obtain clarification on Bids by requesting for such information from any or all the Bidders, in writing as may be necessary. The bidder will not be permitted to change the price or substance of the Bid after the deadline prescribed for submission of the bids.

#### 15. SCHEDULE OF DEVIATION

Whenever Bidder deviates from the specifications the same shall be listed out in the "Schedule of deviation" attached as Annexure G to this specification. Only those deviations, which are listed in this Annexure, shall be considered. Deviation indicated elsewhere will be rejected. However Commercial deviation in any kind/form/terms & conditions will not be accepted.

#### 16. INSURANCE

The Bidders insurance liabilities pertaining to the scope of works are detailed in Clause, title workmen's Compensation Insurance in General Conditions of Contract (GCC). The Bidder's attention is specifically invited to these clauses. Bid price shall include all the cost in pursuance of fulfilling all the insurance liabilities under the 'Contract'.

#### 17. OPENING OF BIDS

17.1 The GMDC will open the pre-qualification/technical bids as the case may be, in front of Bidder's representative whenever such procedure has been specified. Otherwise, the tender will be opened by the authorized officers of GMDC.

17.2 Preliminary Examination

17.2.1 The GMDC will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether Bids are generally in order.

17.2.2 Arithmetical errors will be rectified on the following basis. If there is difference between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price will be corrected. If there is discrepancy between the Total Bid

amount and the sum total, the sum total prices shall prevail and the Total Bid Amount will be corrected.

17.3 Policy for Price Bid Under Consideration

Price bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by the GMDC to the bidders. While the price bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, "Employees of the GMDC" on matter related to the bid. GMDC will obtain clarification on the price bid by requesting for such information from any or all the bidders, in writing as may be necessary. The bidders will not be permitted to change the substance of the price bid after the price bid has been opened.

18. EFFECT AND VALIDITY OF BID

18.1 The submission of any bid connected with these documents and specifications shall constitute an agreement that the bidder shall have no cause or action or claim, against GMDC for rejection of his bid. The GMDC shall always be at liberty for reject or accept any bid or Bids at his sole discretion and any action will not be called into action and Bidder shall have no claim in this regard against the GMDC.

18.2 The Bid shall be kept valid for acceptance for a period of One Hundred and Eighty days (150) calendar Days from the date set for opening of the Bids.

In case any Bidder quotes a lower validity period than called for above, his offer shall be rejected.

19. EVALUATION AND COMPARISON OF BIDS

19.1 General

19.1.1 The Bids received and accepted will be evaluated by the GMDC to ascertain the lowest evaluated bid in the interest of the GMDC, for the complete 'Order' covered under these specifications.

19.1.2 The comparison of all the Bids shall be carried out with reference to similar scope of work as per the technical specification. Any deviation/omission shall be evaluated at highest quoted price of the deviation/omission quoted by any of the Bidder. In case a separate price (for omission) is not given by any other Bidder, a reasonable price of the same shall be considered.

19.2 Definition and Meanings

For the purpose of the evaluation and comparison of bids the following meaning and definitions will apply:

- (a) “Bid Price” shall mean the price quoted by each Bidder in his proposal for the complete scope of order.
- (b) “Differential Price” shall mean the summation of the equalizing elements of price while evaluating the Bids for deviation and deficiencies in the Bidders proposed equipment as per the guidelines mentioned in this “Instruction to Bidders” and the relevant “Technical Specification”.
- (c) “Evaluated Bid Price” shall be summation of Bid Price and Differential Price.

## 20. AWARD OF CONTRACT

- 20.1 Letter of Intent/Letter of Award will be sent in form of Fax/Telex/Telegram/Regd. Mail to the successful Bidder by the GMDC and the date of issue of any of these communications will be treated as date of commencement of the Order unless otherwise mentioned.
- 20.2 The order will be awarded to the technically and commercially best qualified and responsive Bidder offering the lowest evaluated bid in conformity of the requirement of the specifications of the document. A responsive Bid is one which accepts all the terms and conditions of the specifications and documents without any major modifications. A major modification is one which affects in anyway the prices, quality, quantity or which limits in any way the responsibilities or liabilities of the Bidder or any right of the GMDC as required under specifications & documents. However, the GMDC may waive any minor informalities or irregularities in the Bid. Where there are item rates to be quoted by the Bidders for the unforeseen works which are not taken into consideration for evaluation, the lowest responsive Bidder will be required to accept the lowest rates offered by other Bidders. This will be pre-condition for award of the work to the lowest responsive Bidder.

## II. GENERAL CONDITIONS OF CONTRACT (GCC)

### 1. PAYMENT TERMS

The contractor shall raise the invoice in triplicate addressed to General Manager (Power) and the payment of the same shall be made thereafter as per the following terms of payment:

- i) 20% payment as advance of total contract value as per clause against submission of ABG valid for 6 months.
- ii) 20% payment of total contract value against improvement of heat rate as per contract on submission of certified report by site.
- iii) 60% payment of total contract value shall be released within 20 working days after completion of works at site & submission of final power point presentation & detail study reports along with technical evaluation of capital project works.
- iv) Income tax/work contract tax/any other tax deducted from the invoice/bill as per rules.
- v) Service tax, at prevailing rates, shall be paid along with bills after fulfillment of following terms
  - (a) Submission of copy of registration certificate issued by Service Tax Authority (to be furnished only once).
  - (b) Claim of Service Tax amount with percentage (%) separately shown on the invoices.
- (c) At present this service is considered under the category “works contract”.

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

Proof of deposition/adjustment of service tax should be provided within four months from the date of RA Bill in respect of related work. In case of non-submission/delay in submission of the proof of deposition/adjustment of service tax, GMDC has right to reject the claim as per statutory provision applicable from time to time.

2. RECOVERY CLAUSE

- i) In case of any damage of equipments/machinery due to negligence of contractor or any other reasons attributed to contractor the decision of Engineer-In-Charge regarding the amount of recovery shall be final and binding. However amount shall be restricted to 10% of the contract value. Recovery will be affected from monthly bills and/or retention money/security deposit.
- ii) If the contractor fails to execute the work as per directions of GMDC's Engineers (I/c) within the time frame given, GMDC shall get the work done by third party at the risk & cost of the contractor.

3. ASSIGNMENT AND SUBLETTING OF THE CONTRACT

The contractor shall not assign or sublet any part of the contract to any other party or agency.

4. DEDUCTION FROM CONTRACT PRICE

All costs, charges or an expense which GMDC may have paid for which, under the contract the contractor is liable, will be claimed by GMDC. All such claims shall be paid by the contractor within 15 days failing which the same shall be deducted from the contractor's RA bills.

5. INTERPRETATION OF THE CLAUSE

In case of any dispute as regards interpretation of any of the clause or specification, the decision of General Manager (Power), GMDC shall be final and binding on the contractor.

6. WORKMEN'S COMPENSATION INSURANCE

The Contractor shall take all Risk Insurance Policy to cover all his workmen, staff applicable under the employees Compensation Act, 2010 or any amendment thereof, as also insurance cover for third party liability. The Contractor shall keep GMDC indemnified from all liabilities arising out of his action in pursuance in this contract. If required The W.C. Policy should be obtained from Ahmedabad Jurisdiction and shall be assigned to GMDC.

7. STATUTORY REQUIREMENTS

The Contractor has to fulfill the statutory compliance of labour laws

- i) The contractor shall be solely responsible for any accident to his workers and should adhere to all the rules / regulations as per Labour law of Government and other statutory laws as applicable.
- ii) Contractor will have to insure his workmen/engineer under the group insurance scheme, so that there will not be any problem after any accident and it may also cover the liability under the Workman Compensation Act.
- iii) The Contractor will be responsible for compliance of all statutory rules, regulation, act enforced from time to time framed by the Government, Such as factory Act, Workmen Compensation Act, Payment of 'Wage Act', minimum Wages Act, Provident Fund Act, Payment of Bonus Act, Labour Law Act in respect of employees engaged by him

for the work and shall have to maintain necessary records. In case any amount becomes due to be payable by him or his employees or to the Government under the above rule, regulations, acts, GMDC reserves the right to recover the same from him and pay to the concerned employee.

- iv) Records as per the provisions of various statutory acts will have to be maintained by the contractor and submitted as and when required.

## 8. WORK MEASUREMENT / CERTIFICATION

The work is specialized nature and the contractor should be fully conversant with modern practices and should be able to carry out the job independently. The contractor shall therefore engage qualified/experienced personnel as mentioned in the tender. The contractor shall be required to furnish satisfactory job completion report to GMDC on daily basis.

## 9. FACILITIES TO BE PROVIDED BY GMDC

GMDC shall provide following facilities to the contractor, on as available basis:

- i) Electricity & Water free of cost.
- ii) Lodging & Boarding on chargeable basis as per GMDC norms.
- iii) Local transportation at site and pick up & drop up to Bhuj free of cost.

## 10. TOOLS & TACKLES & INSPECTION INSTRUMENTS/EQUIPMENTS

Following inputs provided by GMDC as available at site.

- Online instrumentation including transmitters' availability and properly calibrated to the level of acceptance.
- Taping & sampling ports assessment as required for testing/sampling.
- Details of equipment specifications, P&IDs, drawings, technical handbooks, etc.
- Any other relevant technical information such as BTF, water chemistry, refractory data, lignite data as required to contractor.
- Safety equipment during plant walks around.
- No other facility provided by GMDC other than above.

## 11. GENERAL TERMS AND CONDITIONS OF THE CONTRACT (GTCC)

- i) The contractor has to deploy sufficient & suitable experienced engineer to complete the entire works.
- ii) Contractor has to do quality job. GMDC shall not compromise on quality. In case of poor quality of the work the contractor may be asked to rework the job.
- iii) Time schedule given is the standard time required for respective activities of work as mentioned.
- iv) Bidder should visit the site to understand and familiarise themselves thoroughly with the site condition / equipments and system before submitting the tender as work is to be carried out at ATPS site.
- v) Safety: Contractor shall be solely responsible for the safety of his workmen. He shall ensure that no damage to the equipment is caused by him or his workmen. He shall abide by the safety rules and regulation as per exiting law. In case of violation of safety norms, rules & regulation E-I-C is authorized to remove the person or equipment if felt as safety hazard and may take necessary action against the Contractor.
- vi) The contract may be terminated at any time if the performance of contractor is not satisfactory.

12. CONTRACT VALUE

The total cost shall be excluding service tax only at actual (statutory variation in GMDC account). The contract value shall be fixed there is no variation in contract value during contract period. The bidder shall have to fill the attached annexure-F on-line only.

13. CONTRACT PERIOD

The total contract period shall be one months starting from the date of LOI.

14. TAXES:

GMDC shall pay Service Tax subject to the following:-

- a) Contractor has to submit copy of registration certificate issued by the Service Tax Authority along with the bill (to be submitted only once.)
- b) Service Tax registration number shall be mentioned in the invoice.
- c) Claim of Service Tax amount by submitting copy of challan along with bills.
- d) Contractor shall provide income Tax Permanent Account Number (PAN) in invoice.
- e) The government taxes such as income tax, work contract tax etc. shall be deducted from the bill as per laws.

15. PENALTY:

In case of failure of contractor to complete the work within stipulated time, damages @2% per week of the total contract value shall be levied. GMDC shall be at a liberty to recover this from the bills as well as security deposit.

16. NON FULFILMENT OF TERMS & CONDITIONS OF THE CONTRACT:

1 If contractor fails to carry out the work as per terms and conditions of the contract to the satisfaction of the GMDC, GMDC shall be entitled to forfeit the security deposit paid by the contractor. This however, shall not absolve the contractor from your obligation to fulfill the contract. In such event, the GMDC 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 GMDC to complete the work and /or to get the work completed.

2 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 GMDC, GMDC has the right to forthwith terminate the contract at its sole discretion, without assigning any reason and Under such events, the GMDC shall be entitled to forfeit the security deposit paid by the contractor and the GMDC shall have a right to complete the work and /or to get the work completed at the risk and cost of the contractor.

2 For any reasons, if it is required, the GMDC 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, the Contractor shall have to take away his labour, tools, tackles, machinery, equipment etc. and shall leave the site at once or shall have to carryout the instructions of the GMDC.

17. TERMINATION OF THE CONTRACT:

If at any time during the currency of this contract, if any breach occur due to the fault of the contractor, GMDC shall be at liberty to terminate this contract without assigning any reasons, whatsoever, for such termination and any losses and/or damages occurring due to such termination shall be borne by the contractor.

18. DISPUTE RESOLUTION:

The parties shall endeavor, in the first instance, to resolve any dispute, disagreement or difference arising out of or in connection with this agreement, including any question regarding its interpretation, performance, existence, validity, termination and the rights and the liabilities of the parties to this agreement (a 'dispute') through good faith negotiation.

19. ARBITRATION:

All questions, disputed, differences and /or interpretation of tender/LOI/Work order/agreement whatsoever, which may at any time arise between the parties to this contract in connection with the contract or any matter arising out of or in relation there to, shall be refer to Sole Arbitrator as per the provision of Arbitration and Conciliation Act., 1996 and subsequent amendment thereto. The venue of arbitration proceedings shall be at Ahmedabad. The language of Arbitration shall be in English. Work under the said contract will be continued during Arbitration up to validity of contract as required to GMDC.

20. JURISDICTION:

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

21. FORCE MAJEURE:

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 foreseen or with 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:
  - a. Your company 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.
  - b. For delay arising out of Force Majeure, your company 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. .
  - c. 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.

## DETAIL SCOPE AND SCHEDULE OF WORK

### Scope of work:

To review the existing operating data, establish efficiency, heat rate and PLF, review boiler SOPs (cold, hot and shutdown), review boiler tube, nozzle and refractory failures. Provide technical support to improve boiler efficiency and heat rate, condenser vacuum, combustor & hot cyclone temperatures at full load, RHO temperature and TAPH performance evaluation, etc.

Site visit, establish plant base line performance (boiler efficiency, turbine efficiency, heat rate) with all controllable parameters including RH temperature, TAPH and loop seal performance, analysis of BTF & rectification, nozzles and refractory failures, condenser performance etc.

Tuning boiler & heat cycle controllable parameters, air flow adjustments with anemometer (PA, Loop seal and OFA), study condenser vacuum issue, boiler & turbine efficiency Tuning boiler & heat cycle controllable parameters, lignite & ash analysis study for size distribution if needed, load increase and analyse combustor and hot cyclone temperature and cyclone efficiency, RH temperature.

Heat rate should be improved minimum 20-25 Kcal / Kwh through technical support of operational & maintenance point of view at site level. Technical support towards PLF improvement. Technical assessment of O&M's capital project (items) such as Boiler tubes, TAPH tubes, cyclone vortex, lignite feeders, condenser tubes, cooling tower, sea water intake pump, MHP equipments, ash coolers, nozzles etc. with estimated cost. Also give your clear view on minimum critical capital items requirement proposed by our O&M operator to improve the plant performance.

The detail study report is to be submitted along with power point presentation to GMDC management.

Stamp & Signature of Bidder

ANNEXURE A

CRITERIA FOR PRE-BID QUALIFICATION

Sl. No.	Requirements for Pre-Bid Qualification	Compliance
1.	Name & Designation of authorized signatory of the participating company	
2.	Full Address of the company  E-mail ID:	
3	Telephone No.	
4.	Fax. No.	
5.	Income Tax PAN	
6.	Service Tax Regd. No. & Certificate	
7.	The Bidder should have experienced of lignite based thermal power plants preferably of CFBC boiler technology.	
8	The bidder should have at least one order of such type of work under execution or completed during last one year of Gov./semi Gov./PSU units. The CFBC boiler capacity is not less than 400 TPH of single unit.	

Name & Signature

Of the Authorized signatory

Date

Seal of company

Name of Company

PROFORMA FOR SUBMISSION OF EMD  
(On tendered letter head)

From:  
(Name and Address of the Bidder)

Letter No. :

Date:

To,  
GENERAL MANAGER(POWER)  
GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED  
KHANIJ BHAVAN, 132 ft. RING ROAD,  
UNIVERSITY GROUND, VASTRAPUR,  
AHMEDABAD – 380 052  
PHONE NO. : 079 – 27913200/3501 FAX : 079 - 27911822

Sub: Submission of EMD for Tender no. GMDC PP 2016-17-03 – Technical evaluation to improve plant performance for 2X125 MW Akrimota Thermal power Station.

Dear Sir,

With reference to above and as per terms and conditions of tender. We are sending herewith DD No..... dated ..... for Rs. ....drawn on Name of Bank and branch being amount of EMD.

Kindly acknowledge the same.

Thanking you,

Yours truly,

NAME / SIGNATURE & SEAL OF THE COMPANY

BID FORM (On tenderer letter head)

Bid No. :

Date:

From:  
(Name and Address of the Bidder)

To,

The General Manager (Power)  
Gujarat Mineral Development Corporation Limited  
132 ft ring road ,vastrapur,  
Ahmeadbab

Dear Sir,

I / we, the undersigned have carefully examined and understood the bidding documents for technical evaluation to improve plant performance for 2X125 MW for Akrimota Thermal Power Station of GMDC. I/we hereby agree for the contract described in the specifications, in conformity with the specification and the bidding documents.

In the event our proposal is accepted, we agree to furnish a security deposit of amount equal to 10% of contract value within 7 days from award of contract.

Thanking you,

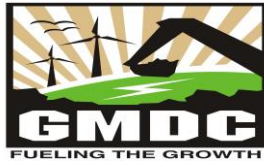
Yours truly,

Authorised Signatory

Name  
Seal of the Company

Designation

Company  
Date



ISO 9001: 2008

ANNEXURE - F

SCHEDULE OF PRICES

SCHEDULE F

Sr. No.	Description of Work	Total amount in Rs.
1	Technical evaluation to improve plant performance as per scope of works, submission of reports, power point presentation etc.	
2	The total amount in Rs. Excluding service tax at actual only	

- Note: 1. The quoted prices are excluding of service tax at actual (statutory variation in GMDC account)  
2. The quoted rate is valid for 150 days.

Authorised Signatory

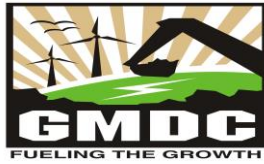
Name

Designation

Name of Company

Date

Seal of the Company



ISO 9001: 2008

ANNEXURE - G

SCHEDULE OF DEVIATIONS

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

Sr. No.	Section / Sub-Section	Deviation

Authorised Signatory

Seal of The Company

Name :

Designation :

Date :

Place :