

**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: GMMM : RAJ: DG : 01 : 2017-18
Subject:	Supply, Installation, Operation and Maintenance of 1000 KVA DG Set – 1 No. with all required standard accessories on Hiring Basis at our Lignite project Rajpardi, Ta. Jaghadia, Dist. Narmada, Gujarat.



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**E-TENDER NOTICE**

**TENDER NO. GMDC: GMMM : RAJ: DG : 01 : 2017-18**

Sr. No.	Description	Details	
1	Scope of the work	Supply, Installation, Operation and Maintenance of 1000 KVA DG Set – 1 No. with all required standard accessories on Hiring Basis at our Lignite project Rajpardi, Ta. Jaghadia, Dist. Narmada, Gujarat.	
2	Location	at Lignite project Rajpardi mines dist: Narmada	
3	Tender Fee (The tender fee is non-refundable.)	Rs. 1,000/- (Rupees. One Thousand only) Tender fee must be paid either in Cash or DD/ Pay Order at GMDC Ahmedabad Office.	
4	Earnest Money	Rs. 25,000/ (Rs. Twenty-five thousand Only) in the form of Demand Draft of any Nationalized Bank or AXIS, IDBI, HDFC, and ICIC Bank in favor of GMDC Limited payable at Ahmedabad only.	
5	Security Deposit	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 and within fifteen (15) days after issue of order	
6	Solvency certificate	Not Applicable	
7	Contract Period.	3 Months	
8	Last date & time for submission of TENDER	28.06, 2017	Before 16: 00 Hrs.
9	Last date for submission of Tender fee, EMD and for other documents in person/ post	28.06, 2017	Before 16: 00 Hrs.
10	Verification of submitted documents (EMD, tender fee etc)	28.06, 2017	Before 16: 00 Hrs.
11	Opening of technical bids at GMDC HO, Ahmedabad.	28.06, 2017	After 16: 00 Hrs.
12	Date and time of Price Bid opening of on line tender	Bidder will receive system generated email from (n) Code Solutions ((n)procure cell)	



13	Place for Price Bid opening of on line tender	GMDC Ahmadabad Office
14	Refund of Security Deposit	After one month of successful completion of work.

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

#### **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 Biannual 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 (M&M)**

Gujarat Mineral Development Corporation Ltd.(A Govt. of Gujarat Enterprise)  
"Kanj 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: [tech@gmdcltd.com](mailto:tech@gmdcltd.com) , Visit our web site: [www.gmdcltd.com](http://www.gmdcltd.com) and  
<https://gmdc.nprocure.com>



### **SUBMISSION OF TENDER:**

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

Interested bidders can view these tender documents online but bidders who are interested in bidding in this, Bidders 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, Sarkhej – Gandhinager Highway, Bodakdev, Ahmedabad – 380054.

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



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

1. All bid documents shall be signed by the authorized person/representative of the Bidder.
2. Any changes, notifications, amendments etc related to these tender documents will be issued only on <https://gmdc.nprocure.com> and such shall prevail.
3. The bidder shall bear all costs associated with the preparation and the submission of the bid. Whether or not, the bid is accepted or even if GMDC withdraws the bid invitation, the bidder shall not be entitled to claim any costs, charges, etc in connection with the bid.
4. It is the bidder's obligation to conform to the scope of the work and work to the best of the efforts to complete the work as per the expected schedule provided by them.
5. GMDC reserves the right to reject any or all of the bids or accept any of the bids in part or full
6. The bid shall be evaluated only for the bidders who meet the eligibility criteria.
7. The Bidders are requested to ensure personally visiting the Site to acquaint and familiarize themselves with the actual site conditions and the equipments etc. Only after having personally visited and inspected the conditions they may fill up the tender or submit their bids based on their own assessment of the existing and prevalent site conditions.
8. No escalation in price / rate will be allowed on any ground, extension in time limit may be granted with an explicit understanding that no price escalation will be paid.
9. Successful Contractor will have to submit three copies of the detailed bar chart for timely completion of the work.
10. Tenders will be opened in Two Bid system, i.e. Technical or Prequalification Bid and Price Bid. First the Technical or Prequalification Bid will be opened on-line on the date of opening of the tender. The GMDC will scrutinize the same and the Price Bids will be opened only of those tenderers, who qualify themselves in Technical/ Prequalification Bid. The technically qualified Bidders (Prequalified Bidders) will be informed regarding the date, time and venue for the opening of the.
11. The Bidder is required to submit the DD of EMD as per tender notice. It should be noted that if the demand draft of EMD is not submitted, the tender will not be considered for scrutiny and will be summarily rejected.
12. The Bidder will have to submit 'NO DEMAND CERTIFICATE' along with the final bill of the work, as per the Proforma given in this document.
13. Successful Bidder will have to enter in to the agreement with the GMDC on an appropriate stamp paper of Rs. 100/- (to be provided by the contractor) after accepting the Letter of Intent and having agreed to and accepted the terms and



conditions of the tender.

14. No page from the tender documents shall be defaced or detached. Also no correction in the tender documents shall be made by the Bidder. Any comments which the Bidder desires to make, shall not be placed on the tender documents, but shall take the form of a separate statement, as brief as possible, and giving reference to pages and clauses of the tender documents.

15. Tender documents consist of:

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

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

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

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

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

16. Wherever the Bidder 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 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.

- 17.** Bidders must disclose the names of their partners, if any, in the particular contract. Any Bidder failing to do so will render himself liable to have his earnest money deposit forfeited and the contract, if entered into, cancelled at any time during its currency.
- 18.** If it is found that two or more persons who are connected with one another either financially or as principal and agent or master and servant have tendered under different names for the same contract without disclosing their connections, then such tenders will be rejected and the earnest money deposit shall be forfeited. Any contract entered into under such conditions is also liable to be canceled.
- 19.** In case the Bidder 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 Bidder shall produce a certified copy of such power of attorney at the time of making the agreement.
- 20.** The Bidder 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 Bidder.
- 21.** The Bidder must be very careful to deliver a bonafied tender. Such a tender must propose any other condition than those laid down in this Document.
- 22.** Any tender who proposes alterations to any of the conditions lay down, or which proposes any other conditions of any description whatever is liable to be rejected.
- 23.** Incomplete tenders are liable to be rejected.
- 24.** If rates of current taxes, Sales tax/ duties, sales tax, service tax, VAT etc undergo any revision during contractual completion date, the same shall be allowed as statutory variation. However if any variation take place after contractual date of completion, the same shall not be allowed.
- 25.** No statutory variation shall be admitted, if current taxes, Sales tax/ duties, sales tax, service tax, VAT etc become payable because of exceeding the prescribed limit for turnover of the Bidders after the date of offer.
- 26.** Date of start shall be reckoned within 15 days from date of issue of Letter of Intent.
- 27.** Security deposit will be refunded on demand. (As per clause no-13 of NIT)



28. Other terms and conditions of the tender shall be read and considered as a part of the tender documents.
29. The rates/prices quoted by the bidders will be final and any sort of escalation will not be considered.
30. Clarifications/queries if any by the bidder should convey by Fax/ E-Mail well in advance before 2 days of due date as mentioned in Tender Notice at the following addresses ([tech@gmdcltd.com](mailto:tech@gmdcltd.com)) in a Cover, super scribing the name of work and due date.

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

Signature & Stamp of the Tenderer

Name: \_\_\_\_\_

Address: \_\_\_\_\_



## **General Terms and Condition**

### **1.0 GENERAL**

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

### **2.0 ACKNOWLEDGEMENT OF NOTICE INVITING TENDER AND CLARIFICATION:**

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

### **3.0 Submission of BIDS**

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

### **4 Technical BID**

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

The technical bid should contain the following,

- Scope of work which shall conform to the details mentioned above under the title "Scope of work"
- List of exclusions/deviations and reasons thereof as per the format provided
- Documents to demonstrate the eligibility of the bidder as per the criteria listed under "Eligibility"
- Any other information required for the evaluation of the bid



#### **4.2 Tender Fees**

As mentioned in Tender Notice Sr. No- 3

**Note:** - *Tender Fee is non refundable.*

#### **4.3 Earnest Money Deposit**

As mentioned in Tender Notice Sr. No- 4

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

#### **5.0 PRICE BID**

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

**6.0** Bid with Annexure and all attachments will be considered to be read, understood and accepted, unless specifically stated by the BIDDER in writing.

#### **7.0 BID OPENING**

BIDs will be opened in 3 stages

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

Stage II—Technical Bid (Electronically)

Stage III—Price Bid (Electronically only)

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

1. All bid documents shall be signed by authorized person, authorization letter in favor of signatory shall be attached with the bid.
2. The Bidders are requested to ensure personally visiting the Site to acquaint and familiarize themselves with the actual site conditions and the equipments etc. Only after having personally visited and inspected the conditions they may fill up the tender or submit their bids based on their own assessment of the existing and prevalent site conditions.
3. The work shall be carried out in best workmanship manner as per the technical specifications. Qualified and experienced engineer / technician shall carry out the electrical work under his control.
4. All testing equipments, tools, tackles and workmen required for carrying out the job shall be arranged by the contractor.
5. All safety precautions necessary shall be taken by the contractor for his work force working at site and transportation. GMDC in any way shall not be responsible for any compensation arising out of any damage caused to any of contractor during the work and transportation.
6. Any damage done to the property of GMDC by the contractor or his men while carrying out the work shall be made good by the contractor at his own cost.



7. If the contractor abandons the work or does not work as per schedule, GMDC shall get the work completed by any other agency at the risk and cost of the original contractor.
8. The validity of the offer for the work shall be 120 (One hundred twenty) days from the date of opening of Bid.
9. The Bid received without Earnest money will be summarily rejected. The Earnest Money Deposit will be refunded to the unsuccessful Bidders after an award has been finalized. The Earnest Money Deposit (E-Tender Guarantee) will be forfeited in the event, the successful Bidder fails to accept the contract and fails to submit the "Security Deposit" to the GMDC as stipulated in this e -Tender documents within ten(10) days after receipt of notice of award of contract.
10. GMDC is at his own discretion may divide the job into more than one party.
11. The conditional offer will liable to be rejected.
12. The successful Bidder shall have to pay the security deposit at the rate of 10% of contract value in favor of "Gujarat Mineral Development Corporation Ltd-Ahmedabad" in terms of Bank Guarantee of any Banks approved by Govt. of Gujarat (Except Co-operative Banks) valid for the contract period and enter into an agreement on stamp paper of Rs.100/- as per prevailing norms under labor contract. It shall be incumbent on the Contractor to pay the stamp duty and the legal charges for the preparation of the contract agreement.
13. The rates shall be firm throughout the period of contract inclusive of supply of material, labor, loading, unloading at site and workshop. No price escalation will be given.
14. As per rules, TDS will be deducted against each Running Bill payment.
15. The agency shall have to carry out work as per the "scope of work" mentioned in this tender.
16. Statement that the security deposits and performance guarantee as per TENDER is agreed
17. 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".
- 20 The Bidder shall quote rates as per attached Price Bid of this tender.(Electronically only)

#### **9.0 Site Visit :**

The Bidder is requested to visit our Lignite, project Rajpardi to see the site condition with the prior intimation and confirmation of project authority.



#### **10.0 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.

#### **11.0 BID QUOTATION**

BIDDER shall quote all figures, abbreviations, including percentages in figures as well as in words. Where there is a difference between these, the rates given in words shall prevail. Erasure or over writing of any kind in the bid may render the bid to outright rejection wherever necessary the original figures and words should be scored out and corrected figures and word written again. The bidder shall have to attest the corrections. In case of deference between words and figures, words shall prevail.

#### **12.0 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 Currency of Contract. Bidder shall not be allowed to rescind the terms and conditions of bidding after priced bid opening.

#### **13.0 SIGNING OF BIDS**

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

#### **14.0 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.

#### **15.0 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.

#### **16.0 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

## **17.0 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.

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

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

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

## **19.0 Experience of the Bidder**

The Bidder should have experience of similar nature of job during last 5 years in any Govt./Semi Govt./Autonomous body or any reputed institutions/ MNC. Copy of previous work orders and satisfactory work completion certificate should be enclosed with the offer. Any single order shall not be less than Rs. 5 Lacs

## **20.0 Contract Period:**

Initially contract period is for Three Months and can be extended for the further period on performance basis and with Mutual consent.

## **21.0 CONTRACT AGREEMENT AND COMMENCEMENT OF WORK:**

a) The Contractor, along with the payment of Security Deposit, will also enter into agreement with the GMDC on appropriate Stamp Paper (to be provided by the Contractor) in token of acceptance of the terms and conditions of the contract, within 7 days of submission of its acceptance of Work Order.

In case of any necessity arising after executing the agreement and during the execution of the work which requires alteration/modifications in the agreement can be made after mutual understanding and consent of both the parties.

The Contractor will have to start the actual work within 3 days from the date of acceptance of Work Order.

## **22.0 Payment Terms**

The Contractor shall receive the payment within 30 days from the receipt date of receipt of bill after completion of each month.



The breakup of the payment shall be as follows,

1. The contractor shall submit monthly Running Account Bills for the work executed during the period (a calendar month or a period not less than 30 days) within 7 days of the completion of the period..
  2. Monthly Running Account Bill shall be submitted to the office of the General Manager (Project) with following documents:
    - i. Copies of Muster Roll and Payment Sheets showing amount of PF amount deducted from salaries of the labour and employees, amount of contribution of the contractor etc.
  3. The Running Account bills, submitted at the office of General Manager (Project) will be processed there considering following deductions.
    - a) Income tax as per provision of Income Tax Act, and other Taxes (and surcharges) applicable in force from time to time
    - b) Payment @ 80% of the payable will be paid by office of the G.M. [Project], within 30 days of submission of the bill along with all supporting documents in details.
    - c) The bill shall then be sent to CORPORATION's HO at Ahmedabad for verification, auditing and approval. Balance 20% payable amount of Running account bills shall become payable by Project only within one week of the receipt of the approval bill from CO. [within one and a half month of the first receipt of the RA bill at the Project.
- 23.0 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.

#### **24.0 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.

#### **25.0 MISCELLANEOUS**

1. The parties will do all such acts matters and things and will sign or execute and



deliver all such documents as may in the reasonable opinion of the GMDC be necessary or expedient to further and more effectually carry into effect the provisions of WORK ORDER.

2. Each party will bear its own costs of and incidental to the negotiation preparation and execution of WORK ORDER.
3. BIDDER shall be responsible to ensure that all persons employed by it or its affiliates for WORK in India and their dependents are physically fit. BIDDER will not be paid for any additional costs, such as evacuation or travel expenses of the replacements etc, incurred by the BIDDER due to inadequate medical examinations of the employees.
4. BIDDER shall be responsible for meeting the requirements of Factories Act, Workmen Compensation Act, and other Industrial/Labor Laws relating to employment of labor directly employed by it during the course of their employment under the WORK ORDER. Any damage to the Plants shall be borne by the BIDDER.
5. **GMDC reserves right to split work in to 2 (two) or more parts to speed up the work at L-1 Rates.**

## 26.0 NOTICES

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

GMDC Mailing Address

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

## **1. ARBITRATION & JURISDICTION:**

- **ARBITRATION:**

The Parties shall Endeavour, 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 liabilities of the parties to this agreement ( a “Dispute” ) through good faith negotiations.

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

- **JURISDICTION:**

Matter relating to any dispute or difference arising out of this tender and subsequent contract based on the bid shall be subject to the exclusive jurisdiction of Court at Ahmedabad only.

### **(2) FORCE MAJEURE:**

(2.1) Force majeure is herein defined as any cause which is beyond the control of the Contractor or the GMDC 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.

(2.2) 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 GMDC.

- (2.3) 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 GMDC 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.
- (2.4) 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
- (2.5) The Contractor or the GMDC 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 any occur after Contractor's performance of his obligations has been delayed for other causes.

**APPLICABILITY:**

- (2.6) Generally Force majeure will be considered in following situations:
  - a) In case which is beyond the control of the parties to the contract.
  - b) The unforeseen event which could not be presumed at the time of finalization of the contract
  - c) Any event which could not be foreseen with a reasonable amount of diligence by the parties to the contract. An incidence of natural calamities such as flood, draught, cyclone, earthquake and epidemics, declaration of war may be treated as force majeure
- (2.7) The parties to the contract affected by force majeure should give at least 15 days written notice in reasonable time under proper receipt of his intension to consider certain period as Force Majeure from the date of occurrence of event leading to force majeure.
- (2.8) The parties to the contract affected by force majeure should also indicate in the notice about all possible steps taken to reduce the adverse effect of the force majeure event.
- (2.9) If the effect of force majeure is likely to affect the parties of the contract for more than 2 months then contract may be terminated with mutual consent.
- (2.10) In case of force majeure condition, GMDC reserves the right to extend the period of the contract suitably and liquidated damages may be reviewed during the force majeure period.
- (2.11) However, in no case, GMDC will pay any compensation towards force majeure period nor any compensation will be paid for idle machinery and manpower.



### **(3) COMPLETION OF WORK:**

- a. Upon the Contractor fulfilling the entirety of its obligations under the Contract to the satisfaction of GMDC and subject to terms and conditions of the Contract, it shall become eligible to apply for a Completion Certificate. The General Manger (Project) of GMDC shall formally issue the Completion Certificate, after verifying from the completion documents and satisfying himself that the Works under the Contract have been completed in accordance with all the provisions of this Contract. The Contractor, after obtaining the Completion Certificate shall become eligible to present the final bill for the Works executed by it under the Contract.
- b. Upon completion of Works under the Contract and before the application for the Completion Certificate, the Contractor shall clear the mining site of GMDC of all rubbish, dirt, rock overburden materials and structures. Failure to clear the mining site may constrain GMDC to clear the said site at the risk and cost of the Contractor.
- c. The Contractor shall provide GMDC with any and all documents/records/proofs that may be demanded before issuance of Completion Certificate.



## TAX LAWS

### CONTRACTOR TO ABIDE BY FOLLOWING TAX LAWS:

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

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

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

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

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

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

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

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

Signature & Stamp of bidder



## **NON FULFILMENT OF TERMS AND CONDITION OF THE CONTRACT:**

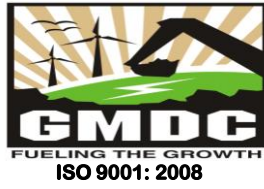
- a) If the Contractor fails to carry out the work as per terms and conditions of the contract to the satisfaction of the GMDC, GMDC shall be entitled to forfeit the security deposit paid by the Contractor. This however, shall not absolve the Contractor from his obligation to fulfill the contract. In such event, the 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.
- b) Likewise, if the Contractor does not fulfil 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, 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.
- c) For any reasons, if it is required, the GMDC reserves right to cancel, terminate, amend and / or alter the contract and / or bifurcate and / or reduce the contract work at any time without giving any notice or reason 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 GMDC.

## **TERMINATION OF CONTRACT**

In case of Contractor is found in any offensive act or inappropriate act which is causing loss/damage to the GMDC or violating the code of conduct, GMDC reserves the right to terminate the contract with immediate effect, Contractor will be blacklisted and the EMD/SD will be forfeited.

## **SUB – CONTRACT.**

The Contractor shall not assign or sub – contract any portion of this work without the prior Written consent of GMDC.



**GUJARAT MINERAL DEVELOPMENT CORPORATION LTD.**

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

**PRICE BID**

Tender No	GMDC: GMMM: 01 : 2017-18
Subject:	Supply, Installation, Operation and Maintenance of 1000 KVA DG Set – 1 No. with all required standard accessories on Hiring Basis at our Lignite project Rajpardi, Ta. Jaghadia, Dist. Narmada, Gujarat.

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

**GUJARAT MINERAL DEVELOPMENT CORPORATION LTD.**

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

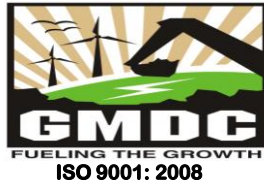


Price Bid.

Sr. No	Description	Details
1	Description of The Job.	Supply, Installation, Operation and Maintenance of 1000 KVA DG Set – 1 No. with all required standard accessories on Hiring Basis at our Lignite project Rajpardi, Ta. Jaghadia, Dist. Narmada, Gujarat.
2	Basic Hiring Price for 1000 KVA DG Set with All required Standard Accessories in. RS./ Month.	RS.
3	Per Hour Running Charges (Including cost of Fuel, Oil, Spare parts, Consumables and Labour)	RS.

**Note :-**

1. Bidder Should Quote fix firm charges inclusive of Labor charges, Transportation, loading-unloading of material, Installation, consumable required, Insurance for your employee etc.. GMDC is not responsible for any accident, stolen or damages
2. **Service Tax will be paid extra at actual.**



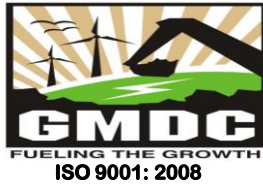
### Deviation Sheet

Clause in which deviation is requested	Deviation	Reason for deviation

Signature & Stamp of the Tenderer

Name: \_\_\_\_\_

Address: \_\_\_\_\_



## DECLARATION SHEET

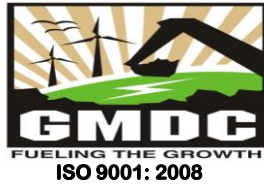
.....  
Bidder's Name

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

Bidder's Name : .....

Authorized Representative's  
Signature and Stamp : .....

GMDC



**GUJARAT MINERAL DEVELOPMENT CORPORATION LTD.**

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

**TECHNICAL BID**

Tender No	GMDC: GMMM : RAJ :DG: 01 : 2017-18
Subject:	Supply, Installation, Operation and Maintenance of 1000 KVA DG Set – 1 No. with all required standard accessories on Hiring Basis at our Lignite project Rajpardi, Ta. Jaghadia, Dist. Narmada, Gujarat.

PHONE: 2791 35 01 / 2791 32 00 FAX: (079) – 2791 14 54 2791 18 22  
**GUJARAT MINERAL DEVELOPMENT CORPORATION LTD.**

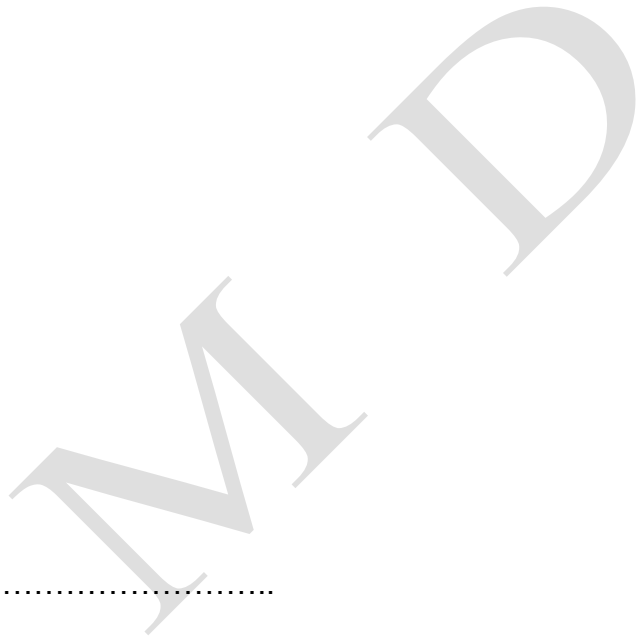
(Khanij Bhavan, 132 feet Ring Road, Near University Ground, Vastrapur, Ahmedabad – 380 052)



**TECHNICAL BID**

**PROPOSAL PARTICULARS**

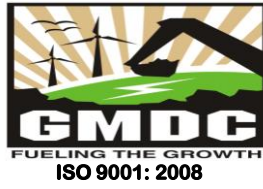
- 01 Bidder's Name :
- 02 Bidder's Complete Address :
- 03 Bidder's Complete Company Name :
- 04 Bidder's Proposal Number :
- 05 Bidder's Proposal Date :
- 06 Bidder's Proposal Validity Period :
- 07 Bidder's Phone number :
- 08 Bidder's E-Mail :
- 09 EMD Detail :
- 10 Tender Fee Detail :



Bidder's Name: .....

Bidder's Signature: .....





## **Annexure—A**

### **Bid Qualification Criteria**

- 1) The Bidder should have experience of similar nature of job during last 5 years in any Govt./Semi-Govt./Autonomous body or any reputed institutions. Copy of previous work orders and satisfactory work completion certificate should be enclosed with the offer. Any single order shall not be less than Rs. 5 Lacs.
- 2) The Bidder Should have their own DG sets in up to date condition and should not be older then 2 Years.
- 3) Documentary evidence need to be submitted against Sr. No 1 & 2.
- 4) Bidder should have turnover of minimum Fifty lacs for last two years
- 5) Bidder should submit IT returns for last three years.



## Annexure—B

### Scope of Work :

Supply, Installation, Operation and Maintenance 1000 KVA DG Set – 1 No. with all required standard accessories with daily running of Maximum 23 Hrs. on Hiring Basis at our Lignite project Rajpardi, Ta. Jaghadia, Dist. Narmada, Gujarat.

### Scope shall Include the following:

- The DG Set should be able to work on maximum load of 80% of its Capacity with 0.80 power factor.
- Transportation and Loading un-loading of DG set at our Lignite project Rajpardi project will be in the scope of contractor and no extra payment shall be made on this account.
- All type of Installation, Earthing and Electrical Cabling work from DG set Panel shall be carried out by the contractor.
- Safety of DG set and operator shall be the responsibility of the contractor.
- Contractor will procure and arrange required fuel, oil, spare parts and other consumable at Rajpardi Mines site for operation and maintenance of DG Sets at their cost.
- At site location of DG Set any Surface leveling, flooring, shed work etc. if needed shall be carried out by the contractor at no extra cost.
- Maintenance and repairs of the DG set shall be in the scope of contractor and shall have to maintain the stock of required spare parts to ensure continues and uninterrupted running of DG set.
- All required tools and tackles, Material Handling equipment etc. shall have to be arranged at site by the contractor.
- Required Skill and unstill manpower for operation and maintenance of DG set shall be in the scope of contractor.
- Lodging and boarding facility to the manpower if required shall be provided by the GMDC on chargeable basis.
- Any Government Levies such as Electricity duty and permissions shall be in the scope of GMDC.
- Contractor has to comply to all the statutory rules and regulations applicable for this contract.

**Duration of Contract:** The Hiring contract for the 1000 KVA DG set – 1 No. & 500 KVA – 1 No. shall be for the 3 months and can be further extended for a Month with mutual consent.

### ACCIDENT ETC. AND RESPONSIBILITIES OF BIDDER:

- The entire responsibility on account of any accidents, damage or personal injury which may occur to any of the Contractor's vehicles/ equipments or his/its employees or any outside party shall be exclusively that of the Contractor and no claim whatsoever shall be entertained by GMDC on this account. The Contractor shall keep the GMDC indemnified from all the consequence.



- In the event of any breakdown or accident during the course of any operation, the Contractor shall notify the facts to the Mine Manger, Project Authority or any other officer immediately present there of such incidence and shall simultaneously make adequate remedial arrangements on his/its own cost and risk and as per the instruction of the Project Authority /Mine Manager.
- The Contractor shall pay all claims, damages and compensation with cost arising out of or resulting there from to the third party(s) and in case the GMDC would be required to face any proceedings all to pay any amount on the aforesaid account, it shall be deemed to have been discharge on behalf of the Contractor, the same amount shall be recovered from the Contractor bill or dues pending towards GMDC.

GMDC



## Annexure—C

### Special Terms & Conditions

- (1) Hiring of 1000 KVA DG Set shall be initially for the period 03 months, after issuance of our order. Looking the performance of your contract and need of GMDC it can be extended further for a period of one Month with mutual consent. However the work may be stopped at any time if performance is found unsatisfactory.
- (2) The contractor has to commence both the DG Set's operation after installation & Commissioning at Lignite project Rajpardi mine within 3 working days after issue of work order.

#### (3) SECURITY DEPOSIT

- The Contractor shall pay security deposit (SD) @ 10% of the total contract value in the following manner.
  - a. 10% of the total contract value (including EMD) before the commencement of the contract work in form of a Crossed Demand Draft in favour of Gujarat Mineral Development Corporation Ltd. payable at Ahmedabad or a Bank Guarantee, from banks approved by Govt. of Gujarat from time to time except Co-operative Bank having validity for the minimum period of Six months in the form and manner acceptable to the GMDC.
  - b. In case of Bank Guarantee, before one months of its expiry, the same shall have to be renewed from time to time as per requirement of GMDC. The final renewal of Bank Guarantee should be made valid till three months after expiry of contract period.
  - c. GMDC will not pay any interest on Security Deposit.
  - d. SD shall be refunded to the Contractor, within a period of 30 days after satisfactory completion of the work.
  - e. In case of termination of the contract by GMDC for the reasons attributable to Contractor than the SD deposited by the Contractor will be forfeited.

#### (4) Liquidated Damage:

- LD @ RS. 1000/- per Hour shall be applicable in case of failure of DG Set operation for more than continues 6 Hours.
- LD @ RS. 12000/- per day shall be applicable in case contractor is failing to commence the DG set operation within 3 working days of issue of work order.



(5) STATUTORY OBLIGATIONS:

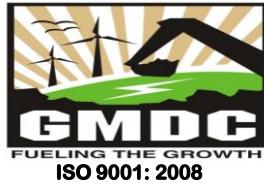
- The Contractor shall comply with all applicable laws, ordinances, approved standards, rules and regulations, and shall procure all necessary municipal and governmental permits, licenses and inspection and shall pay all fees and charges in connection with the terms covered by the contract. The CONTRACTOR shall save corporation harmless as a result of any in factions thereof.

The following are some of the major Government of India Acts and Regulation concerning approvals of new plants and machinery.

- (a) The Indian Factories Act of 1948 (63 to 1948) and Amendments and Rules (amended up to date).
- (b) The Workmen Compensation Act.
- (c) The Payment of Wages Act.
- (d) Payment of Bonus Act
- (e) Contract Labour Regulations & Abolition Act 1970.
- (f) Inter State workmen (Regulations) Act.
- (g) Payment of Wages should be made through Bank only.

The above list is illustrative not exhaustive.

- If any amount becomes payable by GMDC as a result of any claim or application in terms of the provisions or non compliance of provision of the any Acts and the Rules and Regulations, By-laws or the Orders made there under, applicable from time to time, such amounts shall be recoverable from the CONTRACTOR for which GMDC will not be responsible for any compensation
- The CONTRACTOR shall also indemnify the GMDC against any claims, compensations, damages, loss, penalty etc. for breach and / or non-fulfillment of the prevailing Rules and Regulations and other statutory provisions in force from time to time and applicable to the work during the currency of contract.



**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.

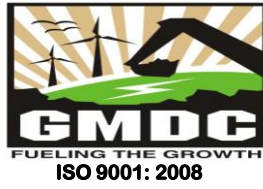
I/we hereby solemnly declare that any of our partners severally and/or individually or our firm/company have not been put any time in the past on the black list either by the Government of India/Government of Gujarat/Government of India Undertaking / Government of Gujarat Undertaking/Any other State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

Yours faithfully,

Signature & Stamp of the Tenderer

Name: \_\_\_\_\_

Address: \_\_\_\_\_



**Annexure—E**

**DECLARATION -II  
(On Company's letterhead)**

Letter No.

Date:

From:

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

**SUB: -**

Dear Sir/ Madam,

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

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

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

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

Yours faithfully,

Signature & Stamp of the Tenderer

Name: \_\_\_\_\_

Address: \_\_\_\_\_



**Annexure—F**

**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 GMDC and (Bankers) \_\_\_\_\_ for an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) for and on behalf of M/s. \_\_\_\_\_ having registered office at \_\_\_\_\_ hereinafter called Contractor. (Which expression shall unless excluded by or repugnant to the context, included its successors and assigns of the concerned Parties.)

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

And whereas at the request of the Contractor, 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 GMDC that observance and performance by the Contractor of the various terms and conditions obligations as provided in the said contract and further undertakes to pay to the GMDC a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) on demand and without any demur in the event of the Contractor 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 GMDC that the Contractor has to failed and neglected to perform any of the duties and obligations indicated in the said contract shall be final and binding on the Bank.



- 2). That the Guarantee herein shall not be affected by any change in the Constitution of the Bank.
- 3). That the Guarantee shall not be revoked without consent of the GMDC.
- 4). That the Bank further declares that on completion of the contract, the GMDC 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 till the Audit and defect liability period is completed.
- 5). NOTWITHSTANDING anything contained herein before our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).

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

#### **SIGNATURE & SEAL OF BANKERS**



## Annexure—G

### ARTICLES OF AGREEMENT

(DRAFT)

(NOTE: These Articles of Agreement shall be signed by the successful Bidder (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 "Bidder" 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 Bidders) 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 Bidders and all other subsidiary works connected herewith within the same site as may be ordered to be done from time to time by the Engineer in charge for the time being although such works may not be shown on the said drawings or described in the said Specifications or the Priced Bills of Quantities.
- 5. All disputes arising out of or in any way connected with this contract shall be deemed to have arisen in Ahmedabad and only the Court at Ahmedabad shall have jurisdiction to determine the same.
- 6 The several parts of this Contract have been read and fully understood by me, the undersigned. IN WITNESS WHEREOF the parties hereto have hereunder set their hands this \_\_\_\_day of \_\_\_\_\_, 200\_\_.

Signed by the said GMDC  
In Presence of

Name: -----  
Address: -----  
--

Occupation: -----

Signed by the said Contractor  
In Presence of

Name: -----  
Address: -----

Occupation: -----



**Annexure—H**  
**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 / Contractor, the GMDC Limited shall have the power (Without being bound to do so) to define, contest or compromise any such claim demand or cause of action. Any amount that may become payable by GMDC Limited and any cost expense etc. that may be incurred by GMDC Limited in this behalf, shall also be recoverable from us, without prejudice to your other rights.

Yours Faithfully,  
For \_\_\_\_\_

SEAL & SIGNATURE OF AUTHORITY



**Annexure—I**

**Vendor Registration Form**

<b>Sr. no.</b>	<b>Details of Bidders to be filliped are as under.</b>	
	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 <b>OR</b> service provider?)	
22	Product Code (Please select from the Sheet - Product Code)	
23	Product Code description (Please select from the Sheet - Product Code)	



**Annexure—J**

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

REF. NO.

DATE:

TO,

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

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

DEAR SIR,

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

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

THANKING YOU,

YOUR'S FAITHFULLY,

Signature & Stamp of the Tenderer

Name: \_\_\_\_\_

Address: \_\_\_\_\_



### **Other Terms and Conditions:**

1. GMDC shall provide raw water and electricity free of cost during the entire contract period to run the Plant and shall charge extra for supplying electricity and raw water for any other purpose.
2. Before start-up of regular production of treated water GMDC shall not be responsible for any cost incurred by the contractor such as manpower, material, chemical and other consumable items and shall be your sole responsibility to make all such arrangements.
3. Contractor shall not make any change in the reject water circuit. Contractor should discharge the reject water in the sump or channel in consultation with project authority / Engineer-in-Charge of GMDC.
4. The Contractor shall be solely responsible to abide by any statutory requirements as regards Pollution Control, compliance with labour laws and any other mandatory requirement right from the date of commencement of regular production till satisfactory completion / expiry of the contract.
5. Pre-treatment of raw water will be necessary and it is in the scope of contractor to ensure effective and essential pre-treatment of the raw water.
6. All dosing, cleaning, preservation chemicals, lubricants, oil and consumable items for R.O. Plant shall be in the scope of the Contractor.
7. The Contractor shall from time to time apply anti-corrosive paints etc. to ensure healthiness of the R.O. Plant and its accessories.
8. Electrical power other than for operation of the Plant, service and other job works at Site for utilizing GMDC facilities like Workshop etc. shall be provided by GMDC on chargeable basis which shall be reimbursed against invoice.
9. Laboratory testing facilities for water analysis of the treated water produced from the R.O. Plant shall be made available by GMDC.
10. GMDC being a Government Organization, it is not possible to create any mortgage of Plant, Machinery etc.
11. Contractor shall not raise any finance or funding by mortgaging any plant, machinery, accessories of the R.O. Plant.
12. At the end of the Contractor, Contractor shall hand over the R.O. Plant to GMDC in healthy and good working condition.
13. The Contractor shall furnish complete list of man-power engaged by him.
14. The Contractor shall maintain and up date from time to time comprehensive details of the man-power engaged by him and also shall get renewed labour license, pollution control etc. certificates.
15. Recovery of the Plant: You shall produce treated water at least 40 to 50 % of the raw water made available by us.
16. Penalty for less recovery of treated water: If the output of treated water is less than 40 % of the raw water in that case, we shall charge you for the cost of electricity and raw water.



**ANNEXURE : K**

**CHECK LIST FOR SUBMISSION OF RA BILLS.**

Sr. No	Particulars	Compliance
1.	Title of the work Contract	
2.	a) Work Order No. & Date	
	b) Contract value of the order	
	c) Duration of work order	
	d) Date of commencement as per WO/LOI	
	e) Actual date of commencement	
3.	a) If above is an extended order then mention the main order No. & Date.	
	b) Contract value of the main order	
4.	R.A. Bill details	
	a) No.	
	b) Month	
5.	Details of Labour License	Validity upto _____ for _____ persons
6.	Details of W.C. Policy	Validity upto _____ for _____ persons
7.	Documents for Billing month attached for verification.	
	a) Wage & Attendance Sheet	Yes/No
	b) P.F. Challan	Yes/No
8.	In case of final bill work completion certificate & NO due certificate should be attached	
9.	Security Deposit / Bank guarantee details.	Yes/No
10	Retention Money detail	Yes/No.
11.	In case of variation / deviation from the original terms & conditions So given reason	