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GUJARAT MINERAL DEVELOPMENT CORPORATION LTD.

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

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

Tender No	GMDC: PD: ATPS : ELE: PAT 2: 01: 2017-18
Subject:	E-tender is invited to Part 1- broad energy audit and Part-2 Comprehensive Advisory Services & Compliance of PAT Cycle – 2 & Monitoring and Verification (Assistance) & Availing Energy Saving Certificates (EScerts) Benefits under 2nd Cycle of PAT Scheme, POSOCO Registration and ESCerts Trading of PAT Cycle-1

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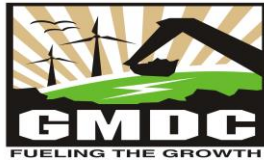


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E-TENDER NOTICE

Sr. No.	Description	Details	
1	Scope of the work	E-tender is invited to Part 1- broad energy audit and Part-2 Comprehensive Advisory Services & Compliance of PAT Cycle – 2 & Monitoring and Verification (Assistance) & Availing Energy Saving Certificates (EScerts) Benefits under 2nd Cycle of PAT Scheme, POSOCO Registration and ESCerts Trading of PAT Cycle-1	
2	Location	Akrimota TPS, Ta Lakhpat, Dist- Kutch	
3	Tender Fee (The tender fee is non-refundable.)	Rs. 03,000/-(Rupees. Three Thousand only) Tender fee must be paid either in Cash or DD/ Pay Order at GMDC Ahmedabad Office.	
4	Earnest Money	Rs. 30,000/- (Rs. thirty 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 the form of Account Payee Demand Draft or Bank guarantee from banks approved by Govt. of Gujarat from time to time (except Co-Operative Bank) in favor of GMDC Limited, Ahmedabad	
6	Time of Completion of work.	Part One should be completed with in one month and part two should be completed till September 2019 As per given time schedule	
7	Last date & time for submission of TENDER	September 14, 2017	Before 18: 00 Hrs.
8	Last date for submission of Tender fee, EMD and for other documents in person/ post	September 14, 2017	Before 18: 00 Hrs.
9	Verification of submitted documents (EMD, tender fee etc)	September 15, 2017	Before 16: 00 Hrs.
10	Opening of technical bids at GMDC HO, Ahmedabad.	September 15, 2017	Before 16: 00 Hrs.
11	Date and time of Price Bid opening of on line tender	System generated e -mail will received to all participant from n-procure system on opening of price bid.	
12	Place for Price Bid opening of on line tender	GMDC Ahmedabad Office	
13	Refund of Security Deposit	After 01 (one) month of successful Completion of said work	

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



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GENERAL MANAGER (Power)

*Gujarat Mineral Development Corporation Ltd.(A Govt. of Gujarat Enterprise)
"Kanij Bhavan", 132 Ft. Ring road, Nr. Manav Mandir, University Ground, Vastrapur,
Ahmedabad-380 052 Ph: 079 27913200/3502/1662/1665 Fax no: 079 27911822/2791 1520
E-mail: power@gmail.com , Visit our web site: www.gmdcltd.com and
<https://gmdc.nprocure.com> Phone : (079) 27913200 Fax : (079) 27911822*

SUBMISSION OF TENDER:

Tenderer shall submit their offer in electronic format on above mentioned website up to 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.

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,

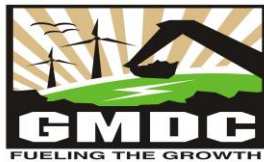
GNFC Infotower, Sarhhej – Gandhinager Highway,
Bodakdev, Ahmedabad – 380054.
Toll Free: 1-800-233-1-1-Ext: 501,512,516,517,
Phone: (079) 26857316/17/18 Fax : (079) 26857321,
E mail :nprocure@gnfc.net



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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 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.
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 in the presence of the tenderer. The Corporation will scrutinize the same and the Price Bids will be opened only of those tenderers, who qualify themselves in Technical/ Prequalification Bid. The technically qualified tenderers (Prequalified Tenderers) will be informed regarding the date, time and venue for the opening of the.
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 in this document.
12. Successful tenderer will have to enter in to the agreement with the Corporation on an appropriate stamp paper of Rs. 100/- (to be provided by the contractor) after accepting the Letter of Intent and having agreed to and accepted the terms and conditions of the tender.
13. 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.
14. Tender documents consist of:
 - 1) General Terms and Condition.
 - 2) Special Terms & Condition, Instructions to Bidders.



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

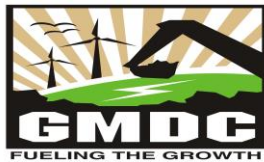
Note: - These are to be complied by the tenderers, in case their tender is accepted.

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

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

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

15. Wherever the tenderer find any discrepancy, omission, ambiguity or conflict in or among the documents forwarded or be in doubt as to their meaning and interpretation; such matter should be called to the attention of the GMDC not later than 7 days period to the date of submission of tender. On receipt of such quarries the GMDC/consulting engineers will issue a clarifying bulletin which will also form a part of the contract. Neither the GMDC nor the Engineer-In-Charge/consulting engineer will be responsible for any oral instructions. The rates should be written both in figures and in words. In case of any difference between rates in figures and words, the rates in words will prevail.
16. 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.
17. 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.
18. In case the tenderer is a joint stock company, the contract must be affixed with the seal of



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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.

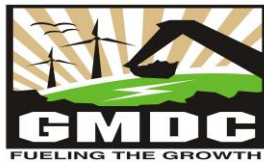
19. The tenderer must fill in all blank spaces in the form of tender and sign in long hand as and where shown and scan the same. Only the principal authorized to make the contract, should sign the tender, and execute the contract on behalf of the tenderer.
20. The tenderer must be very careful to deliver a bonafied tender. Such a tender must propose any other condition than those laid down in this Document.
21. 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.
22. Incomplete tenders are liable to be rejected.
23. 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, and bidder is solely responsible for such delay.
24. 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.
25. Date of start shall be reckoned within 15 days from date of issue of Letter of Intent.
26. Security deposit will be refunded as per NIT sr. no-13.
27. Other terms and conditions of the tender shall be read and considered as a part of the tender documents.
28. The rates/prices quoted by the bidders will be final and any sort of escalation will not be considered.
29. 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 in a Cover, super scribing the name of work and due date.
30. Submission of false or incorrect information, history of delayed settle out of claims, reports of unprofessional conduct, among other things, shall be sufficient ground for disqualification in technical bid.

*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: _____



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General Terms and Condition

1.0 GENERAL

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

2.0 ACKNOWLEDGEMENT OF NOTICE INVITING TENDER AND CLARIFICATION:

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

3.0 Submission of BIDS

- Bidder should submit price bid in electronically only. Technical bid shall allow in physical form
- The BIDS should be in English.

4 Technical BID

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

The technical bid should contain the following,

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

4.2 Tender Fees

As mentioned in Tender Notice Sr. No- 3

Note: - *Tender Fee is non refundable.*



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4.3 Earnest Money Deposit

As mentioned in Tender Notice Sr. No- 4

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

Any relaxation on non submission of EMD is not allow. (MSME SSI registerd company also need submit the EMD and T fee)

5.0 PRICE BID

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

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

6.0 BID OPENING

6.1 BIDS will be opened in 2 stages
Stage I—Technical bids (Physically)
Stage II—Price Bids (Electronically only)

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

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

6.4 Validity of BIDS

All BIDS should be kept valid for acceptance for **120 days** from the closing date of bid submission. Bid with lower validity will be rejected.

7.0 INFORMATION REQUIRED IN THE BID

BIDS should include the following information.

7.1.1 Technical BID (Part I)

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

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



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

1. BIDDER shall submit the time schedule for completion of the project.
2. ~~A Commercial Proposal as stated under Clause;~~
The BIDDER shall submit the following documents along with technical bid.
 - ~~Memorandum of Articles (MoA) of the company;~~
 - ~~Balance Sheet of last three years;~~
 - ~~Documentary evidence of annual turn over of the most recent two year.~~
3. All bid documents shall be signed by authorized person, authorization letter in favor of signatory shall be attached with the bid.
4. The work shall be carried out in best workmanship manner as per the technical specifications. Qualified and experienced engineer shall carry out the electrical work under his control.
5. The work shall have to be completed within the time limit, failing which, GMDC will impose penalty as per prevailing norms of GMDC.
6. All testing equipments, tools, tackles and workmen required for carrying out the job shall be arranged by the contractor.
7. 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.
8. 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.
9. 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.
10. The validity of the offer for the work shall be 120 (One hundred twenty) days from the date of opening of Bid.
11. The tender received without Earnest money will be summarily rejected. The Earnest Money Deposit will be refunded to the unsuccessful tenderers after an award has been finalized. The Earnest Money Deposit (E-Tender Guarantee) will be forfeited in the event, the successful tenderer fails to accept the contract and fails to submit the "Security Deposit" to the GMDC as stipulated in this e -Tender documents within ten(10) days after receipt of notice of award of contract.
12. This job being directly related to immediate use after the installation, completion time is essence of the contract. Penalty will be levied for delay in completion of work. The amount of penalty will be as per clause no- 16 of part-II (Technical scope and Commercial conditions), which will be binding to the contractor.
13. GMDC is at his own discretion may divide the job into more than one party.
14. The conditional offer will liable to be rejected.

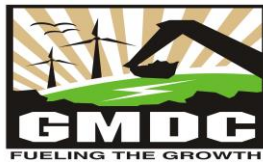


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15. The successful tenderer shall have to pay the security deposit at the rate of 05% of contract value in favor of "Gujarat Mineral Development Corporation Ltd-Ahmedabad " in terms of Bank Guarantee of any Nationalized Bank or ICICI, IDBI, AXIS, HDFC Bank valid for the period of 15 (Fifteen) months 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.
 16. 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.
 17. During the period of contract, no price variation will be paid.
 18. The rates quoted shall be inclusive of parts require for comprehensive annual maintenance during next seven years, in no case GMDC shall be responsible for paying any amount for parts replacement of any items or any other expenditure require for comprehensive annual maintenance. (if applicable)
 19. During the course of execution no extra item shall be paid for, by GMDC
 20. As per rules, value of each Running Bill will be deducted against the TDS.
 21. The agency shall have to carry out the comprehensive annual maintenance work as per the "scope of work" mentioned in this tender. (if applicable)
 22. The agency shall have to submit the progress report thereof every week and all the activities shall be documented timely, which shall have to be submitted by the end of the project.
 23. Statement that the security deposits and performance guarantee as per TENDER is agreed
- 09 Certificate that the offer is in total conformity with TENDER and if not, list of deviations, of all aspects such as basis of quotation, technical bid, terms, guarantees, liabilities etc. under " Schedule of Deviations".

I/We have read all of the above terms, conditions and specifications and agreed to carry out and complete the work accordingly.

- 10 The BID
The Bidder shall quote rates as per attached Price Bid of this tender.(Electronically only)
- 10.1 Certificate that quotation is valid for **120 days** from the BID closing date of the revised commercial BID (Stage-II).
- 10.2 Certificate that the quotations are firm and not subject to any change whatsoever including all taxes, work contract taxes, service tax, duties, levies etc. Any revision in Tax , duties , levies etc after price bid opening till contractual time will be to GMDC's account. Any changes beyond contractual period will be to bidder's account.
- 10.3 **Accompaniments:**
All BIDS must be completed in all respects and conform to GMDC's requirements set forth



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in TENDER. The contents of TENDER will be considered to have been read, understood and accepted by the BIDDERS, unless otherwise stated in writing in their BIDS. Technical brochures referred to in the BID should be listed therein and enclosed in with all copies of the BID clearly indicating deviation if any under "Schedule of Deviations".

11.0 BID PREPARATION AND SUBMISSION EXPENDITURE

The BIDDER shall bear all costs associated with the preparation and submission of the BID including any visits to the site. Whether or not the BID is accepted or even if GMDC withdraws the BID invitation, the BIDDER shall not be entitled to claim any cost, charges, expenses etc, in connection with the submission of the BID.

12.0 PARTICULARS RELATING TO BIDDERS

13.0 Year of establishment and incorporation certificate of the Company.

14.0 Name of parties for whom orders have been executed earlier with address and dates of works executed starting from latest scope and value of such work.

15.0 BID QUOTATION

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

16.0 PRICE ADJUSTMENT / ESCALATION

The quotes or any other terms mentioned in the bid should be firm and subject to no changes whatsoever for the entire ORDER PERIOD. Bidder shall not be allowed to rescind the terms and conditions of bidding after priced bid opening.

17.0 SIGNING OF BIDS

17.1 The BIDS shall be signed by legally authorized principal officer of the BIDDER.

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

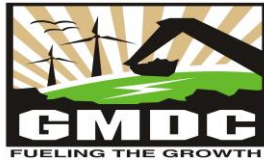
18.0 BIDDER'S OBLIGATION

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

19.0 GMDC'S RIGHTS

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

20.0 BID EVALUATION



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

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

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

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

TECHNICAL BID EVALUATION CRITERIA

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

21.0 The Commercial BID shall be evaluated on the following basis:

FINANCIAL BID EVALUATION CRITERIA:

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

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

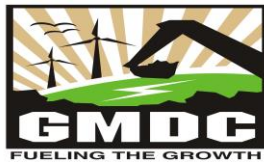
22.0 SECURITY CUM PERFORMANCE BOND

The successful BIDDER shall have to submit security deposit of 05% of contract value in the form of bank guarantee to GMDC within 10 days of issue of letter of intent.

Signature & Stamp of the Tenderer

Name: _____

Address: _____



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Special Terms & Condition, Instructions to Bidders

- **Experience of the Bidder**

Bidder Should Be BEE approved. Prof for the same need to be submitted

- **Payment Terms**

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

The breakup of the payment shall be as follows,

FOR PART 1 Energy Audit

Sr.	Activity	Payment structure
1	Advance along with the work order on submission of 10% BG	30%
2	On completion of field study	40%
3	On submission of Report	30%

For Part 2 -- Comprehensive Advisory Services & Compliance of PAT Cycle – 2 & Monitoring and Verification (Assistance) & Availing Energy Saving Certificates (EScerts) Benefits under 2nd Cycle of PAT Scheme, POSOCO Registration and ESCerts Trading of PAT Cycle-1

Sr.	Activity	Payment structure
1	Advance along with the work order on submission of 10% BG	20%
2	on completion of MEA study & PPT presentation to the plant personnel on identified EE opportunities and submission of normalisation & M&V plan	20%
3	on finalisation of implementation plan	20%
4	on submission of M&V report post implementation of EC projects	20%
5	on final submission of submittals to BEE in the year 2018-19	20%

- 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.



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Submission of All Bill

- i. RA Bill / Final Bill will be submitted by the contractor at the office of the General Manager Power at corporate office in 2 copies
- **Penalty.**
For any delay in completion of WORK solely attributable to BIDDER beyond the agreed time schedule at the time of award of job, penalty shall be levied at the rate of ½ % per week with cap of 10% of order value.
 - **ASSIGNMENT**
BIDDER shall not assign the WORK or any part thereof or any share or interest therein without the prior written consent of the GMDC. BIDDER shall not sub-contract the whole or any part of WORK without the prior written consent of GMDC. On concurrence of GMDC, BIDDER may sub-contract any part of WORK to any of its affiliates, in which event BIDDER shall remain fully responsible

LEGAL JURISDICTION AND ARBITRATION

- a. The matter relating to any differences arising out of this agreement shall be subject to the exclusive jurisdiction of Ahmedabad only.
- b. All questions, disputes, differences whatsoever which may at any time arise between the parties to this contract in connection with the contract or any matter arising out of or in relation thereto, shall be referred to arbitration as per the provision of Arbitrations and Conciliation Act. 1996 and the venue of the arbitration proceedings shall be at Ahmedabad only.

FORCE MAJEURE

- (a) Force majeure is herein defined as any cause which is beyond the control of the contractor or the Corporation as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:
 - i. natural phenomena such as flood, draughts Cyclone, earthquake and epidemics, declaration of war
 - ii. Acts of any government, including but not limited to war, declared or undeclared priorities, quantities, embargoes, providing either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such cases.



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- (c) For delay arising out of Force Majeure, the contractor will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of force Majeure and neither company nor the Contractor shall be liable to pay extra costs (like increase in rates, remobilization, advance, idle charges for labour and machinery etc.) provided it is mutually established that the Force Majeure conditions did actually exist.
- (b) The contractor will advise, in the event of his having resort to this clause by a registered letter duly certified by the statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition. In the event of delay lasting over two months, if arising out of Force Majeure, the contract may be terminated at the discretion of the Corporation.
- (d) If any of the Force Majeure conditions exists in the place of operation of the contractor even at the time of submission of bid he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations
- (e) The contractor or the Corporation shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/ or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time given though such cause may occur after contractor's performance of his obligations has been delayed for other causes.

COMPLETION OF WORK

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

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



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

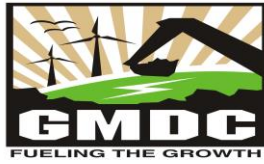
- (b) A Certificate to the effect that no outstanding claim / payments are due to the persons employed by the contractor or his sub contractor if permitted by GMDC including the Statutory payments, which have fallen due.

- (c) “No claim/demand” and “No dues” certificates.

- (d) Proof of depositing P.F. and other applicable statutory dues from time to time.

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

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



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

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

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

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

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

GMDC



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TAX LAWS

CONTRACTOR TO ABIDE BY FOLLOWING TAX LAWS:

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

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

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

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

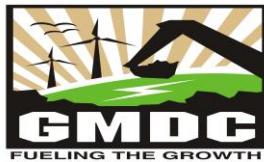
(I) The Contractor shall at all times identify the Purchaser against any claims which may be made under the Workmen's Compensation Act, 1923 or any statutory modification thereof or otherwise for or in respect of any damages or compensation payable in consequence of any accident or injury sustained by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

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

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

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

Signature & Stamp of bidder



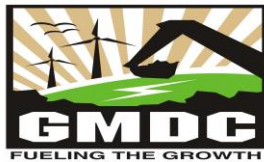
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- **TERMINATION OF WORK ORDER**

1. If the BIDDER should
 - i) Become Bankrupt or insolvent or
 - ii) Make an arrangement with or assignment in favour of his creditors, or agree to carry out the WORK under a Committee of inspection of his creditors, or
 - iii) Being a Company, go into liquidation (other than voluntary liquidation) for the purpose of amalgamation or reconstruction, or
2. Have an execution levied on his goods or property on the work, or
3. Assign the contract or any part thereof otherwise than as provided, abandon the work, or
4. Persistently disregard the instructions of the GMDC or contravene any provisions of the WORK ORDER, or
5. Fail to afford the GMDC or GMDC's representative proper facilities for inspecting the WORK or any part thereof, then and in any of the said event the GMDC or any other authorized person on behalf of the GMDC may serve the BIDDER with a notice in writing to that effect. If the BIDDER Bidders not reply within 15 (fifteen) days after delivery to him of such notice, proceed to make good his default in so far as the same is capable of being made good and carry on the WORK or complying with such directions as aforesaid to the entire satisfaction of the GMDC, GMDC shall be entitled after giving 48 hours notice in writing under the hand of the GMDC to remove the BIDDER from the whole or any portion or portions (as may be specified in such notice) without thereby avoiding the WORK ORDER or releasing the BIDDER from any of his obligations or liabilities under the WORK ORDER and adopt any or several of the following courses
 - i) To rescind the WORK ORDER of which rescission notice in writing to the BIDDER under the hand of the GMDC shall be conclusive evidence in which case the Security Deposit of the BIDDER shall stand forfeited to the GMDC without prejudice to the GMDC's right to recover from the BIDDER any amount by which the cost of completing the WORK by any other agency shall exceed the value of the WORK ORDER.
 - ii) To measure up the WORK executed by the BIDDER and get the remaining WORK completed by another BIDDER at the risk and expenses of the BIDDER in all respect in which case any expenses that may be incurred in excess of the sum which would have been paid to the BIDDER if the WORK had been carried out by him under the terms of the WORK ORDER, the excess amount as certified by the GMDC shall be final and binding upon the BIDDER shall be borne and paid by the BIDDER and may be deducted from any moneys due to him by the GMDC under the WORK ORDER or power conferred upon the GMDC is not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such power shall notwithstanding be exercisable in the event of any future case of default by the BIDDER for which his liability for past and future shall remain unaffected.

- **Right of GMDC after recession of WORK ORDER due to BIDDER's fault.**

1. The BIDDER shall have no claim to compensation for any loss sustained by him by reasons of his having purchased any materials or entered into any commitment or made any advance on account of or with a view to the execution of WORK ORDER and BIDDER shall not be entitled to recover or be paid any sum for any work thereto be actually performed under the WORK ORDER, unless and until the GMDC shall have



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certified the performance of such WORK and the value payable in respect thereof and the BIDDER shall only be entitled to be paid the value so certified.

2. The GMDC shall, as soon as may be practicable after removal of the BIDDER fix and determine exparte or after such investigation or enquiries as he may consider fit to make or institute and shall certify the amount (if any) that would reasonable accrue to the BIDDER in respect of the WORK actually done.

- **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.

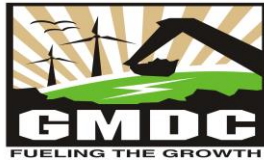
- **NOTICES**

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

GMDC Mailing Address

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

- Successful bidder will have to enter in to an agreement within TWO Weeks, in prescribed GMDC format before commencement of supply/ services.



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GUJARAT MINERAL DEVELOPMENT CORPORATION LTD.

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

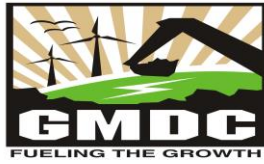
PRICE BID

Tender No	GMDC: PD: ATPS : ELE: PAT 2: 01: 2017-18
Subject:	E-tender is invited to Part 1- broad energy audit and Part-2 Comprehensive Advisory Services & Compliance of PAT Cycle – 2 & Monitoring and Verification (Assistance) & Availing Energy Saving Certificates (EScerts) Benefits under 2nd Cycle of PAT Scheme, POSOCO Registration and ESCerts Trading of PAT Cycle-1



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Sr No	Description	Fix firm price for carry out work
01	Part 1 Mandatory Energy Audit as per scope of work	
02	<p>PART 2 As per the Ministry of Power Notification dated May 27, 2014 with it's sub parts. Comprehensive Consultancy Proposal for PAT Cycle-2, Monitoring & Verification (Submission of Form-2, Form-3, Form-D (after issuance of ESCerts) Availing Energy Saving Certificates (ESCerts) Benefits under 2nd Cycle of PAT Scheme Support for registration with POSOCO, become member client with Trading Exchange and assistance in ESCerts trading. (Of PAT Cycle-1)</p>	
03	TOTAL Price for Part 1 and Part 2	
04	Service Tax/ GST will pay extra at actual as per prevailing rates in INR	



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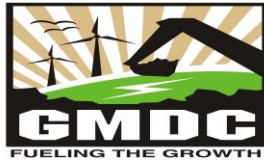
Deviation Sheet

Clause in which deviation is requested	Deviation	Reason for deviation

Signature & Stamp of the Tenderer

Name: _____

Address: _____



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DECLARATION SHEET

.....
Bidder's Name

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

Bidder's Name :

Authorised Representative's
Signature and Stamp :

GMDC



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GUJARAT MINERAL DEVELOPMENT CORPORATION LTD.

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

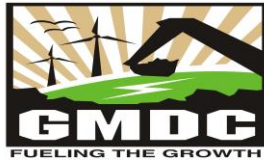
TECHNICAL BID

Tender No	GMDC: PD: ATPS : ELE: PAT 2: 01: 2017-18
Subject:	E-tender is invited to Part 1- broad energy audit and Part-2 Comprehensive Advisory Services & Compliance of PAT Cycle – 2 & Monitoring and Verification (Assistance) & Availing Energy Saving Certificates (EScerts) Benefits under 2nd Cycle of PAT Scheme, POSOCO Registration and ESCerts Trading of PAT Cycle-1

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

GUJARAT MINERAL DEVELOPMENT CORPORATION LTD.

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



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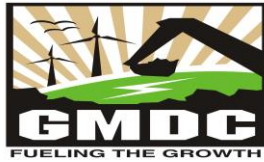
Technical Deviation Sheet

Clause in which deviation is requested	Deviation	Reason for deviation

Signature & Stamp of the Tenderer

Name: _____

Address: _____



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TECHNICAL DECLARATION SHEET

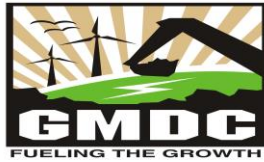
.....
Bidder's Name

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

Bidder's Name :

Authorised Representative's
Signature and Stamp :

GMDC



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Annexure—A

Bid Qualification Criteria

- 1) Bidder should be a approved aditor of BEE. Proff should be attached along with the bid
- 2) Bidder should have an experience in energy aud and PAT cycle. past work order shall attached
- 3) Bidder shoud have minimum tourn over of Rs. 30 lacs in last two years
- 4) Bidder should have BEE accridation.

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Annexure—B **Scope of Works**

Part : - 1 Mandatory Energy Audit

Detail Scope for Energy Audit

Detailed Energy Audit of thermal power plant broadly covering the following aspects:

I. Assessment of performance/efficiency/effectiveness/heat rate/overall heat transfer co-efficient in heat exchangers/assessment of leaks/pressure drops/voltage drops/current unbalance/deviation beyond best operating parameter/make ups/ blow-down calculations as applicable.

II. Investigation for abnormality for problem identification.

III. Identify scope areas for improvement

IV. To list out recommendations for action to be taken for improvement

V. Cost benefit analysis with saving potentials for initiating improvement measures

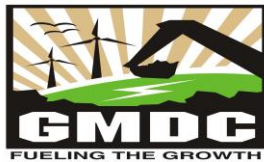
3.2 MAINLY FOLLOWING SYSTEMS SHALL BE COVERED UNDER ENERGY AUDIT:

1. Electrical System Network
2. Auxiliary Power Consumption
3. Turbine & Condensers
4. Boiler Feed water system
5. Condensate system
6. Boilers
7. Milling system
8. CW/CT system
9. Air compressors
10. Air conditioning & ventilation system
11. Auxiliary steam system
12. Water treatment plant
13. Raw water system
14. Lighting system
15. Coal handling system
16. Ash evacuation system
17. Fire fighting system

The Energy Audit studies for above will also include the following:

a. Electrical System Network:

The electrical system would include detailed study of all the Transformer operations of various



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ratings/capacities, their operational pattern, loading losses, power factor measurement on the main power distribution board and scope for improvement if any. The study also covers possible improvements in energy metering systems for better control and monitoring

b. Boiler performance

Methodology adopted will be indirect method of efficiency calculation and shall be as per BS 845-1987/ASME ITC-4-1 power test code for steam generators.

c. Turbine performance

Power generation data analysis, PLF analysis, working heat rate of turbine, Condenser vacuum system etc.

d. Motive load and pumping system

Electric motors/pumps above 20 KW only would be studied using appropriate instrumentation support to access the loading pattern, power factor and other operational parameters. Also study of mechanical power transmission system would be taken up to evolve suitable recommendations where ever feasible for energy efficiency improvements. Besides this, the study of pumping and related system would be carried out to evaluate their operational performance (pumps/motor both), pump efficiency and feasibility of reduction in the power consumption, suitability of provision of VFD/Soft starter wherever feasible/appropriate.

e. Air Compressors

The Audit would involve analysis of various parameters like Free Air Delivery (FAD), capacity of air compressor, leakages in the system, feasibility of pressure optimization etc, wherever feasible/appropriate.

f. Air Conditioning System:

The Audit would involve analysis of various parameters like co-efficient of performance, tonnage delivered, effectiveness of the ducting and allied systems. Measurement of specific energy consumption i.e. kW/TR of refrigeration, study of refrigerant compressor, chilling unit etc. Further, various measures would be suggested to improve its performance.

g. Cooling Towers:

This would include detailed study of the operational performance of the cooling towers through measurement of temperature difference, air/water flow rate to enable evaluate specific performance parameters like approach, efficiency etc.

h. Milling system:

Mill performance evaluation, checking of coal fineness, coal flow through coal pipes etc

i. Illumination system:

Study of illumination system, lux measurement in various areas, area lighting etc and suggested measures for improvements and energy conservation opportunity wherever feasible



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j. Steam distribution and utilization:

Study of steam distribution network including layout of the steam pipelines, estimation of losses etc to suggest recommendation for improvements. The study would also include evaluation of radiation losses, steam leakages and insulation effectiveness. All the steam traps would also be checked for its proper functioning.

k. Condensate recovery:

The feasibility of enhancing the condensate recovery and working of condensate handling system and water balancing would be taken up. This would include study of condensate pipeline, estimation of radiation losses and scope for its reduction.

l. Water treatment plants

Water treatment plant, DM plant, chlorination plant, ETP etc.

m. Coal handling plant

To evaluate specific power consumption of motors

n. Ash handling plant

To evaluate performance of pumps/compressors etc

o. General

Recommendation wherever feasible/appropriate for load rationalization and overall reduction in the specific fuel consumption/specific electrical consumption, as well as improve overall performance. The entire recommendations would be backed up with techno-economic calculations including estimated investments required for implementation suggestion measures and simple payback period. Measurements should be made using instrumentation support for time lapse and continuous recording of the operational parameters in the electrical and thermal system both.

DELIVERABLES

Submission of draft report

Bidder Should finish the work with in one month and Submission of final report within 2 weeks after getting comments/ approval on draft report.

PART 2

As per the Ministry of Power Notification dated May 27, 2014 with it's sub parts. Comprehensive Consultancy Proposal for PAT Cycle-2, Monitoring & Verification (Submission of Form-2, Form-3, Form-D (after issuance of ESCerts) Availing Energy Saving Certificates (ESCert) Benefits under 2nd Cycle of PAT Scheme Support for registration with POSOCO, become member client with Trading Exchange and assistance in ESCerts trading. (Of PAT Cycle-1)



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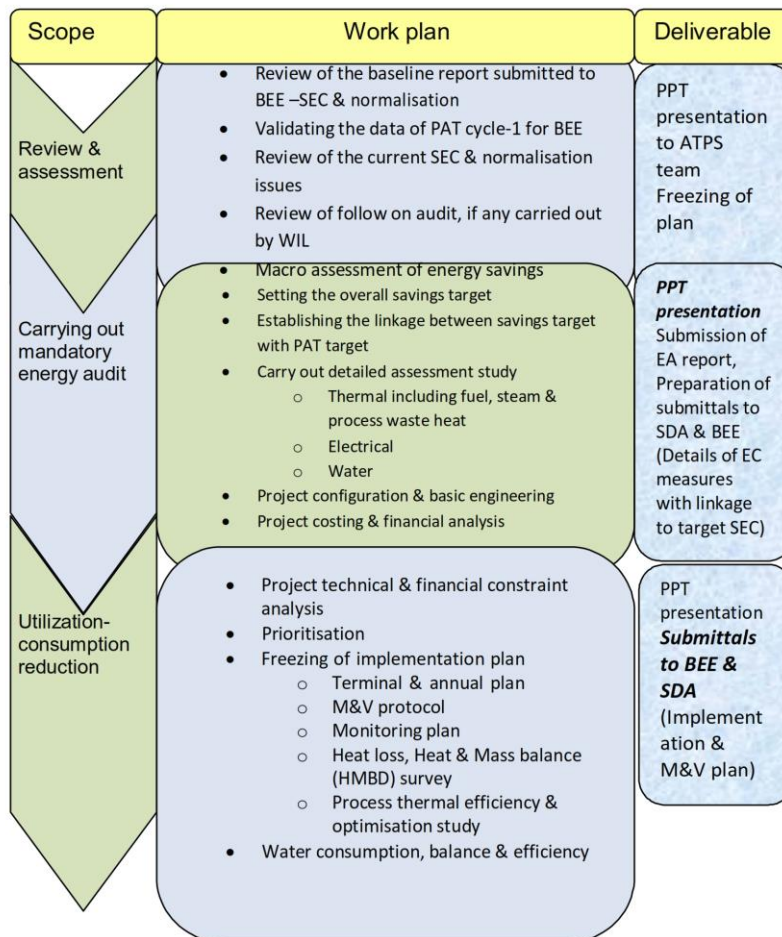
SCOPE OF WORK AND METHODOLOGY

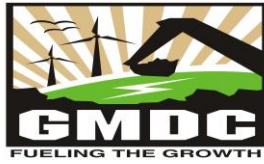
As per the understanding of the whole PAT project, BIDDER proposes to carry out the work under the following three distinct areas of activities:

- i. **Validating the data for PAT cycle-I and implementation plan for achieving target for PAT cycle-II**
- ii. **Project management**
- iii. **Management of the 'ESCert' process**

The broad coverage & deliverables under each scope are being presented as per the following flow charts.

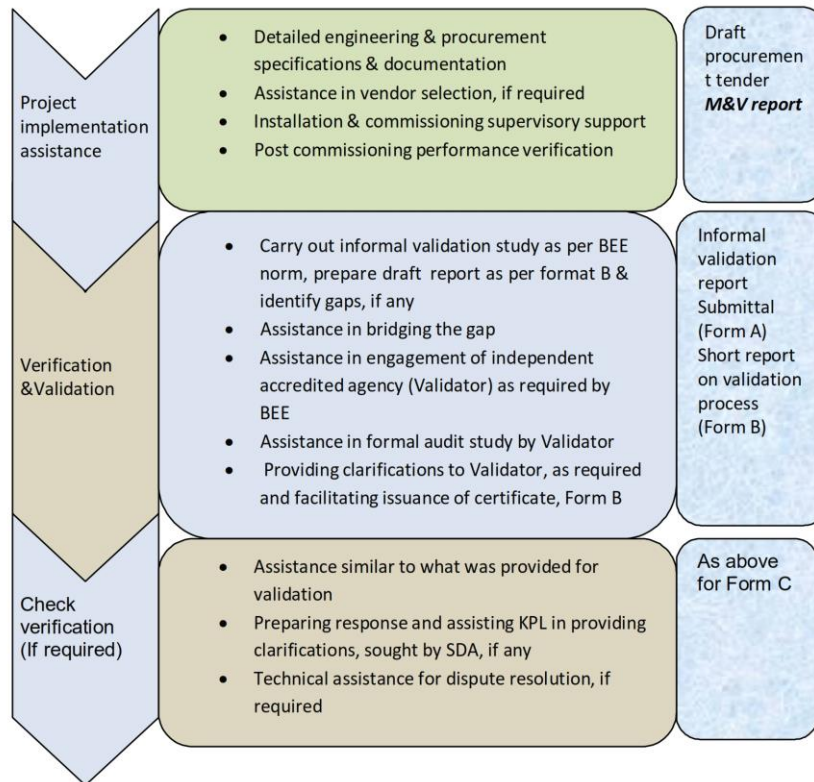
3.1 SETTING THE TARGET & IMPLEMENTATION PLAN

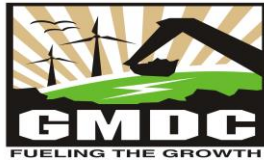




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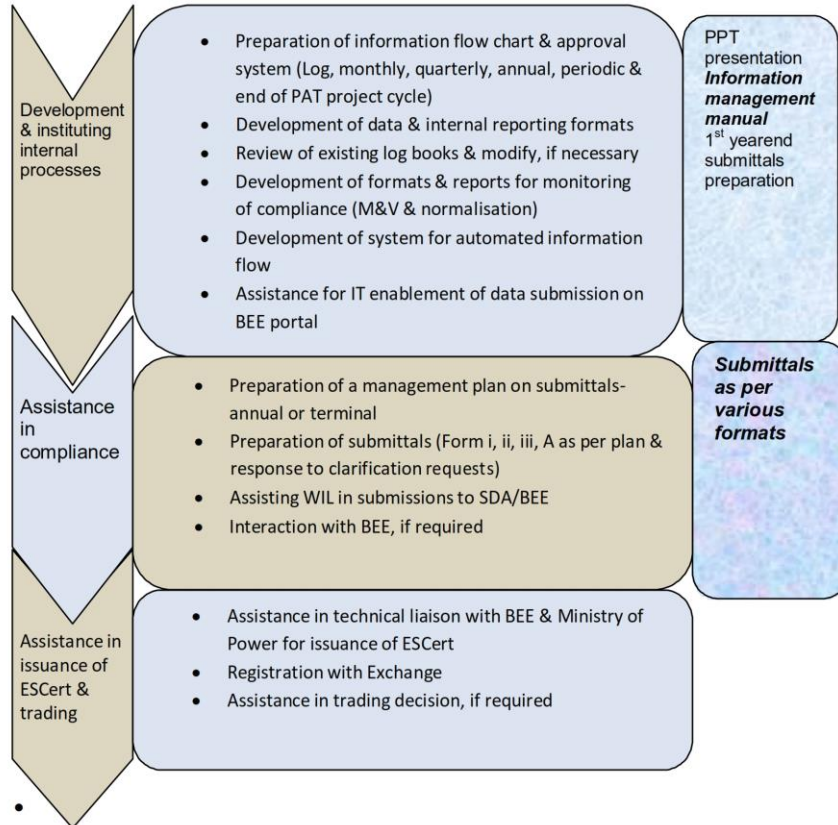
3.2 PROJECT MANAGEMENT

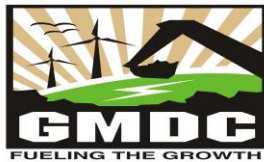




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3.3 MANAGEMENT OF THE ESCERT PROCESS





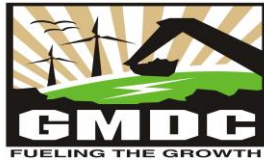
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4 SCHEDULE/TIME

- 4.1** BIDDER WOULD BE ABLE TO START THE WORK WITHIN THREE WEEKS OF RECEIPT OF THE ORDER FROM ATPS ALONG WITH ADVANCE PAYMENT.

The detail activities to be carried out throughout the PAT cycle-II are as under:

Sr. No.	Activity	Frequency of visit
1	Mandatory Energy Audit-Jan-2017	Beginning of cycle2 in Second year for ATPS
2	Submission of EA report	Within one month of EA
3	Preparing data format for quarterly data collection from client unit	
4	Quarterly visit-1 for data collection in unit	Q1-Y2
5	Analysis of target SEC and potential areas of implementation	
6	Client support for implementation of EC projects	
7	Quarterly visit-2	Q2-Y2
8	Data analysis	
9	Quarterly visit-3	Q3-Y2
10	Data analysis	
11	Annual visit for data collection	Q4-Y2
12	Assisting client in Submission of Form-1	Year-1 & 2
13	Monitoring variables from data analysis of first year for SEC and normalization factor	
14	Quarterly visit-1 for data collection in unit	Q1-Y3
15	Data analysis	
16	Quarterly visit-2	Q2-Y3
17	Data analysis	
18	Quarterly visit-3	Q3-Y3
19	Data analysis	
20	Annual visit for data collection	Q4-Y3
21	Assisting client in Submission of Form-1	Year-3
22	Final submission of Energy data and forms	
23	Helping client for getting M&V audit by client nominated AEA	
24	Verification of M&V report submission by AEA to assure Escerts	



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Annexure - C

DECLARATION –I (On Company's letterhead)

Letter No.

Date

From:

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

SUB: -

Dear Sir/ madam,

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

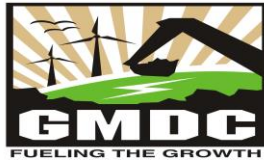
I/we hereby solemnly declare that any of our partners severally and/or individually or our firm/company have not been put any time in the past on the black list either by the Government of India/Government of Gujarat/Government of India Undertaking / Government of Gujarat Undertaking/Any other State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

Yours faithfully,

Signature & Stamp of the Tenderer

Name: _____

Address: _____



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Annexure - D

DECLARATION -II (On Company's letterhead)

Letter No.

Date:

From:

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

SUB: -

Dear Sir/ Madam,

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

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

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

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

Yours faithfully,

Signature & Stamp of the Tenderer

Name: _____

Address: _____



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Annexure - E

ARTICLES OF AGREEMENT

(DRAFT)

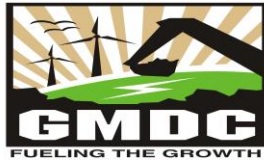
(NOTE: These Articles of Agreement shall be signed by the successful Tenderer (contractor) and the GMDCs on a Non-Judicial Stamp Paper of Rs.100/-; the Stamp Paper shall be bought by the Contractor).

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

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

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



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

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

Signed by the said GMDC
In Presence of

Name: -----

Address: -----

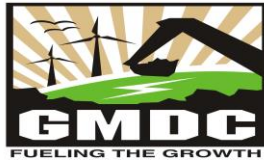
Occupation: -----

Signed by the said Contractor
In Presence of

Name: -----

Address: -----

Occupation: -----



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Annexure - F
Indemnity declaration form
(On letter head of the bidder)

UNDERTAKING

Ref. No.

DATE:

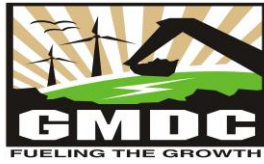
To,
The MANAGING DIRECTOR,
M/S. GUJARAT MINERAL DEVELOPMENT CORPORATION LTD,
“KHANIJ BHAVAN”, 132, FT. RING ROAD,
NR. UNIVERSITY GROUND, VASTRAPUR,
AHMEDABAD–380 052.

Dear Sir,

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

Yours Faithfully,
For _____

SEAL & SIGNATURE OF AUTHORITY



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Annexure -G

To be typed on Stamp Paper of Rs. 100.00

Same format for both the orders.

BANK GUARANTEE FOR SECURITY DEPOSIT

BG No. _____ For Rs. _____

IRREVOCABLE BANK GUARANTEE

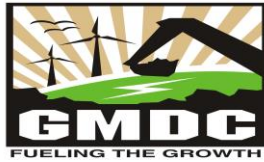
This deed of Guarantee is made this day _____ between Gujarat Mineral Development Corporation Limited having registered office at Khanij Bhavan, Near University Ground, Behind Gandhi Labour Institute, 132ft Ring Road, Vastrapur, Ahmedabad- 380 052 (India) hereinafter called Corporation and _____ (Bankers)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

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

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

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

- 1). The Bank hereby guarantee to the Corporation the observance and performance by the Contractor/Vendor/Agency of the various terms and conditions obligations as provided in the said contract and further undertakes to pay to the Corporation a sum of Rs. _____ (Rupees _____) on demand and without any demur in the event of the Contractor/Vendor/Agency failing or refusing to perform the various duties and obligations under the said contract or otherwise committed breach of any of the terms and conditions of the said contract and it is hereby declared that the decision of the Corporation that the Contractor/Vendor/Agency has to failed and neglected to perform any of the duties and obligations indicated in the said contract shall be final and binding on the Bank.
- 2). That the Guarantee herein shall not be affected by any change in the Constitution of



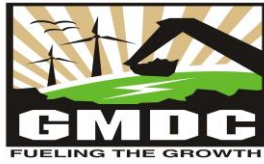
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the Bank.

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

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

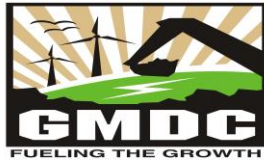
SIGNATURE & SEAL OF BANKERS



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Annexure - H

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



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Annexure - I

PROFORMA FOR EARNEST MONEY DEPOSIT On Tenderer's Letter Head

REF. NO.

DATE:

TO,

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

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

DEAR SIR,

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

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

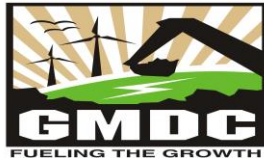
THANKING YOU,

YOUR'S FAITHFULLY,

Signature & Stamp of the Tenderer

Name: _____

Address: _____



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Annexure - J

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

Date:

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

M/s. _____,

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

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

Signature & Stamp of the Tenderer

Name: _____

Address: _____



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Annexure - K

B.G. for an Advance Payment against Supply

On Rs. 100/- Stamp Paper

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

Dear Sir,

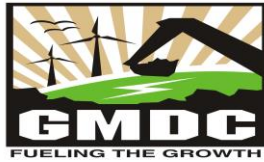
Guarantee No. :
Amount of Guarantee :
Guarantee cover from : to
Last date for lodgment of claim :

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

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

In consideration of the “OWNER” which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assign having awarded to the “CONTRACTOR” which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assign the LOI/Purchase/ Work Order No. _____ dated _____ Valued at Rs. _____ (Rupees _____). The scope of Purchase/Work Order covers _____ etc. at _____ project (hereinafter referred to as “CONTRACT”) and the “OWNER” having agreed to make an advance payment against supply to the “CONTRACTOR” for performance of above “CONTRACT” amounting to 05% (Ten Percent) of contract value as an advance against a Bank Guarantee to be furnished by the “CONTRACTOR”.

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



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

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

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

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

Notwithstanding anything contained herein:

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

WITNESS:

BANK STAMP & SIGNATUR

Signature & Stamp of the Tenderer

Name: _____

Address: _____