



**GUJARAT MINERAL DEVELOPMENT
CORPORATION LIMITED
(AKRIMOTA THERMAL POWER STATION)
(2 x 125 MW UNIT 1 & 2)**

TENDER NO. GMDC/ HO/PD/ MECH /12/2017-18

**ANNUAL RATE CONTRACT FOR TRANSPORTATION OF
H.F.O. AND L.D.O. FROM TERMINAL OF
M/S IOCL / HPCL / BPCL, GUJRAT
TO,
AKRIMOTA THERMAL POWER STATION
VILLAGE – NANICHER, TA.- LAKHPAT
DIST. - KUTCH**

NOTE:

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

**POWER DEPARTMENT
GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED
(A Govt. of Gujarat Enterprise)**

“Khanij Bhavan”, 132 Ft. Ring Road, Nr. University Ground, Vastrapur, Ahmedabad-380052.

Phone: 079-27912962(D)/27913200/3501/0665/1662 **Fax:** 079-27918221/1454

E-mail: power@gmdcltd.com **Website:** <http://www.gmdcltd.com>



INTRODUCTION

TENDER NO. GMDC/HO/PD/MECH/12/ 2017-18

Back Ground

GMDC is the flagship company of the Government of Gujarat, registered under the Companies Act; 1956. GMDC is in the business of extracting and selling various minerals like Lignite, Bauxite, Fluorspar and Manganese. GMDC has also established 2 x 125 MW lignite based power plant at Nani chher, Kutch.

PROJECT DATA

1.00 Site Description

Akrimota Thermal Power Station is a pit head power station in Kutch District, Gujarat (India) having capacity of 250 MW(2x125 MW each)under Stage-I; with a future provision of Stage-II extension with identical units of the same capacity.

- 1.01 Site of Project : Chher Nani; Tal. Lakhpat
Dist. Kutch; Gujarat, India
- 1.02 Approach to Site :
- a. Nearest Town : Bhuj at 150 kms approx
 - b. Nearest Railway Station : Broad Gauge Rail Station
Bhuj at 150 kms
 - c. Nearest Port : Kandla at 220 kms
 - d. Nearest Airport : Bhuj at 150 kms
- 1.03 Access Roads : Bhuj town is connected by National Highway # 8A to Gandhidham. State Highway # 45 connects Bhuj to Lakhpat and to Narayan Sarovar (Koteshwar). Site is 2 kms west of Lakhpat-Narayan Sarovar road. There are many cause ways between Bhuj & site.
- 1.04 Site Elevation : 15 M above MSL
- 1.05 Type of Atmosphere : Hot, humid and corrosive oxides of sulphur and chlorides present in the coastal saline atmospheric air.
- 1.06 Seismic Data : As per IS:1893-1975
(Latest issue)



- a. Zone : V
- b. Intensity : IX
- c. Importance Factor I : 1.5

2.00 METEOROLOGICAL DATA [from nearby Meteorological Station Bhuj]

2.01 Ambient Air temperature

- a. Highest monthly mean of daily max temperature : 36°C
- b. Max dry bulb temperature : 47.8°C
- c. Min dry bulb temperature : 1.1°C
- d. Design ambient temperature for equipment including motors : 50°C
- e. Design wet bulb temperature : 29°C

2.02 Rainfall

- a. Average annual rainfall : 350 mm
- b. Maximum per hour : 40 mm
- c. Maximum twenty four (24) hours : 470 mm
- d. Period of water scarcity : June to August; Area is prone to droughts for sustained periods of up to 4 to 5 years

2.03 Wind Velocity

- a. Maximum wind velocity : 150 km/hr
- b. Wind direction : N; NE; and SW
- c. Wind pressure : 200 kg/cm² upto 30M elevation; and increased as per IS:875 (latest)

2.04 Relative Humidity

- a. Annual mean humidity : 60%
- b. Maximum humidity : 95%
- c. Minimum humidity : 20%



TENDER NO. GMDC/ HO/PD/ MECH/12/ 2017-18-

SUB: - ANNUAL RATE CONTRACT FOR TRANSPORTATION OF H.F.O. AND L.D.O. FROM TERMINAL OF M/S IOCL / HPCL / BPCL, GUJRAT TO AKRIMOTA THERMAL POWER STATION VILLAGE – NANICHHER, TA.- LAKHPAT DIST. - KUTCH

01	Tender No.	GMDCHO/PD/ MECH/12/2017-18
02	Tender Fee [Non refundable]	Rs. 2,000 /- (Rs. TWO Thousand Only)
03	Scope Of Work	Annual rate contract for transportation of H.F.O. and L.D.O. from Terminal Of M/S IOCL / HPCL / BPCL, Gujrat To Akrimota Thermal Power Station Village – Nanichher, Ta.- Lakhpat Dist. - Kutch
04	Place of Work	2 x 125 MW Akrimota Thermal Power Station at village Chher Nani, Ta: Lakhpat, Dist: Kutch-Gujarat.
05	Earnest Money Deposit	Rs. 30,000/- in form of Demand Draft of Nationalized Bank/schedule Bank in favour of GMDC Limited payable at Ahmedabad and to be submitted along with technical bid only, failing which tender will not be considered as a valid tender.
06	Security Deposit	10% of the contract value (including EMD) in form of Bank Grantee (BG) will have to be submit on acceptance of the tender within fifteen (15) days of the issue of LOI.
07	Contract Period:	The span of contract period shall be for a period of 3 years from the date of commencement of the contract. Contract period is from 1.4.2018 to 31.3.2021.
08	Date from which to download TENDER DOCUMENTS	12/1/2018
09	Last date & time for Download and On line submission of TENDER	3/2/2018
10	Last date for submission of Tender fee, EMD and for other documents in person or through post.	4/2/2018 UP TO 6.00 PM
11	Verification of submitted documents(EMD, tender fee etc)	5/2/2018



12	Opening of technical bids	
13	Place for opening of online tender	GMDC Ahmedabad office
14	Validity Of Tender	Minimum 150 days.

- The cost of the tender document will not be refunded under any circumstances.
- Conditional tender shall not be accepted.
- The tender notice shall form a part of contract document.

Tender received without E.M.D. will be outright rejected.

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

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

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

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

Bidders who wish to participate in this tender will have to register on <https://gmdc.nprocure.com>. Further bidders who wish to participate in online tenders will have to procure Digital Certificate as per information technology Act 2000 using which they can sign their electronic bids. Bidder can procure the same from (n) code solutions – a division of GNFC Ltd, who are licensed Certifying Authority by Govt. of India and they will assist them in procuring the same at below mentioned address. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.

The tenderers is required to submit the Tender Fee and EMD amount in sealed cover at Ahmedabad GMDC office on DT **4/2/2018 UP TO 6.00 PM.** If EMD amount & Tender Fee are not submitted, tender will not be considered for scrutiny and will be summarily rejected.

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

(n)code Solutions- A Dvision of GNFC Ltd,
(n)procure cell
301, 3rd floor, GNFC Infotower, Sarhhej – Gandhinager Highway, Bodakdev,
Ahmedabad – 380 054.
Toll Free: 1-800-233-1-1- Ext: 501,512,516,517
Phone : (079) 26857316/17/18
Fax : (079) 26857321
E mail :nprocure@gnfc.net
GMDC/HO/ PD/ MECH/12/2017-18



DOWNLOAD OF TENDER DOCUMENTS:

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

SUBMISSION OF TENDER:

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

OPENING OF TENDER:

The technical bid will be opened on DT: 05-11-2011 on website <https://gmdc.nprocure.com> as mentioned above.

GENERAL MANAGER (POWER)

Gujarat Mineral Development Corporation Ltd.

(A Govt. of Gujarat Enterprise)

“Kanij Bhavan”, 132 Ft. Ring road, Nr. Manav Mandir, University Ground,

Vastrapur, Ahmedabad-380 052

Ph: 079 27913200/3502/1662/1665

Fax no: 079 27911822/2791 1520 E-mail: power@gmdcltd.com

Visit our web site: www.gmdcltd.com



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

1. No escalation in price/rate will be allowed once the offer is submitted.
2. All bid documents shall be signed by the authorized person/representative of the candidate.
3. The bidder shall bear all costs associated with the preparation and the submission of the bid. Whether or not, the bid is accepted or even if GMDC withdraws the bid invitation, the bidder shall not be entitled to claim any costs, charges, etc in connection with the bid.
4. It is the bidder's obligation to conform to the scope of the work and work to the best of the efforts to complete the work as per the expected schedule provided by them.
5. GMDC reserves the right to reject any or all of the bids or accept any of the bids in part or full
6. The bid shall be evaluated only for the bidders who meet the eligibility criteria.
7. If required the tenderers may visit the site along with the tender copy, to study the project before submitting the offer.
8. No escalation in price / rate will be allowed on any ground, extension in time limit may be granted with an explicit understanding that no price escalation will be paid.
9. 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 price bid..
10. The tenderer is required to submit the DD of EMD as per Limited 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.** 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 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.
- 15.** Tenderers must disclose the names of their partners, if any, in the particular contract. Any tenderer failing to do so will render himself liable to have his earnest money deposit forfeited and the contract, if entered into, cancelled at any time during its currency.
- 16.** If it is found that two or more persons who are connected with one another either financially or as principal and agent or master and servant have tendered under different names for the same contract without disclosing their connections, then such tenders will be rejected and the earnest money deposit shall be forfeited. Any contract entered into under such conditions is also liable to be cancelled.
- 17.** In case the tenderer is a joint stock company, the contract must be affixed with the seal of the company in the presence of witnesses and signed by two Directors or by persons duly authorized to sign the contract for the company under a power of attorney. The tenderer shall produce a certified copy of such power of attorney at the time of making the agreement.
- 18.** The tenderer must fill in all blank spaces in the form of tender and sign in long hand as and where shown and scan the same. Only the principal authorized to make the contract, should sign the tender, and execute the contract on behalf of the tenderer.
- 19.** The tenderer must be very careful to deliver a bonafied tender. Such a tender must propose any other condition than those laid down in this Document.
- 20.** Any tender who proposes alterations to any of the conditions lay down, or which proposes any other conditions of any description whatever is liable to be rejected.
- 21.** Incomplete tenders are liable to be rejected
- 22.** The tenderers are required to visit the site along with the E-tender copy, to study the actual working condition before submitting the offer.
- 23.** All the rates quoted by the tenderer must be inclusive of all taxes, service tax, duties, turn over tax etc.
- 24.** The tenderers are requested to send along with the tender the solvency certificate (format attached) for Rs.10 Lacs (TEN Lacs), which would not be older than six months, from any Nationalised Bank, ICICI, IDBI, AXIS, HDFC Bank
- 25.** Only one Authorized Representative of the tenderer will be allowed to remain present at the time of opening of the Technical Bid. Authorized Representative must come with his company's letter recommending him to allow remaining present at the time of opening the respective bid, failing which no representative will be allowed to remain present at the time of opening the bids.



- 26.** If the party does not accept the order issued by G.M.D.C., the EMD amount paid by the party will be forfeited.
- 27.** Tenderer is required to quote the rates strictly as per the terms and conditions mentioned in the Tender Document. Any conditional tender will not be entertained and will be rejected.
- 28.** Tenderer is required to furnish the details of his Organizational structure, details of experience and financial data as asked earlier.
- 29.** Tenders will be opened in two-bid system, i.e. Technical Bid & Price Bid. First the Technical Bid will be opened on the date of opening of the tender in the presence of the tenderer. The same will be scrutinized by the Corporation and the Price Bid will be opened only of that tenderer who qualify themselves in Technical Bid. However, technically qualified tenderer will be informed regarding the date, time and venue for the opening of the Price Bid.
- 30.** The tenderer is required to submit Tender Fee, EMD and Other documents in sealed cover at GMDC Ahmadabad Office as per e-tender notice, failing which tender will not be considered for scrutiny and will be summarily rejected.
- 31.** If the Order is decided in your favour, then you have to pay the Security Deposit (inclusive of EMD) before issuance of the Order.



SPECIAL NOTES

- 1.** If rates of current taxes, Sales tax/ duties, GST, VAT etc undergo any revision during contractual completion date, the same shall be allowed as statutory variation. However if any variation take place after contractual date of completion, the same shall not be allowed, even if delayed are accepted by bidder.
- 2.** No statutory variation shall be admitted, if current taxes, Sales tax/ duties, GST, VAT etc become payable because of exceeding the prescribed limit for turnover of the tenderers after the date of offer.
- 3.** Date of start shall be before 31.3.2018. Present contract is valid up to 31.3.2018.
- 4.** Security deposit will be refunded on demand after successful completion of Contract.
- 5.** Other terms and conditions of the tender shall be read and considered as a part of the tender documents.
- 6.** The rates/prices quoted by the bidders will be final and any sort of escalation will not be considered.
- 7.** 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.
- 8.** These are to be complied by the tenderers, in case their tender is accepted.
- 9.** 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.
- 10.** 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.
- 11.** 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 LIMITED not later than 7 days prior to the date of submission of tender. On receipt of such quarries the GMDC LIMITED/consulting engineers will issue a clarifying bulletin which will also form a part of the contract. Neither the GMDC LIMITED nor the Engineer-In-Charge/consulting engineer will be responsible for any oral instructions.
- 12.** The tenderer is expected to quote rate for each item after careful analysis of the cost involved for the execution and performance of each item considering all the conditions of contract and the specifications. In case it is noticed that the rates quoted by the tenderer for any item are unusually high or low it will be sufficient cause for the rejection of the tender unless the GMDC LIMITED/ engineer incharge is convinced about the reasonableness of the rates on scrutiny of the analysis for such rates to be furnished by the tenderer on demand.
- 13.** The rates should be written both in figures and in words. In case of any difference between rates in figures and words, the rates in words will prevail.
- 14.** Tenderers must disclose the names of their partners, if any, in the particular contract. Any tenderer failing to do so will render himself liable to have his earnest money deposit forfeited and the contract, if entered into, cancelled at any time during its currency.

(Signature and Stamp of the tenderer)



SPECIFICATION

TENDER NO. GMDC/ PD/ MECH /12/-2017-18

**ANNUAL RATE CONTRACT FOR TRANSPORTATION OF
H.F.O. AND L.D.O. FROM TERMINAL OF
M/S IOCL / HPCL / BPCL,GUJRAT
TO,
AKRIMOTA THERMAL POWER STATION
VILLAGE – NANICHER, TA.- LAKHPAT
DIST. - KUTCH
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ANNEXURE : A

CRITERIA FOR PRE-BID QUALIFICATION

Sr. No.	Requirements for pre-bid qualification	Compliance			
1.	Name & Designation of authorized signatory of the participating company.				
2.	Full Address of the Company				
3.	Telephone No.				
4.	Fax No.				
5.	Labour License No.				
6.	P.F. Registration No.				
7.	Income Tax PAN				
8.	GST Regd. No. /Certificate				
9.	The bidder should have average turnover of minimum Rs. 40 Lacs per annum for any of one year of last 5 years. (Please enclose the copy of the balance sheets).	2012-13	2013-14	2015-14	2016-17
10.	Solvency Certificate from Nationalized Bank for Rs.10 lacs only.(Not older than six month)				
11.	Experience :				
a.	The bidder should have experience of transportation of H.F.O. and L.D.O. for thermal power station or any big industry for a minimum period of one year during the last three years.				
b.	Description of the job executed (copy of minimum three orders in last 3 years)				
c.	Order Value – in. Rs for job executed as per col. 11 (b) above.				
d.	Copy of performance certificate issued in the name of bidder.				

e.	Whether registered vendor / contractor working in any Govt. Department / PUC / others. If yes, then furnish the documentary proof.	
g	Schedule of Deviation attached?	
h	Declaration I & II attached?	
i	Payment terms accepted ?	
j	Penalty terms accepted ?	
k	Diesel price escalation clause calculation as per formula given in the tender accepted ?	
l	Shortage in quantity Clause accepted ?	
m	Are the tankers / vehicles to be deployed for tendered work are owned by your company. If yes, proof of same may be furnished	
n	Are the spark arrestor installed in the tender.	
o	Any damage to the GMDC property by the bidder's vehicle damage amount can be deducted from bidder's account. Accepted ?	
p	All the vehicle / tanker to be deployed for the tendered work are fully insured for the third party liability, R.T.O. Tax, Road tax any other tax paid. Please submit documentary proof.	
q	Bidder is authorized by Govt. as Transporter of Explosive / inflammable item. If yes, submit certificate.	
r	To transport H.F.O. / L.D.O. with the help of only 20 KL/ 24 KL capacity tanker are allowed. Other than that not allowed. Accepted ?	
r-1	The agency should possess at least 2 Nos. of tankers of the above specifications in its name. Please submit documentary proof. Whether submitted.	
s	All transit risks, non-delivery, leakage of H.F.O. / L.D.O., loss of H.F.O./L.D.O. due to accident, GMDC shall not be liable in any manner. GMDC shall pay amount only on the 'received quantity basis'. Accepted ?	



t	Any admissible shortage in the supply at Site will be in the bidder' Accepted ?	
u	Quoted prices are inclusive of all tax, duty, service tax, toll tax, R.T.O. tax, manpower, diesel, oil and lubricant, insurance, loading, unloading and with any other Govt. levies etc. Accepted ?	

Seal of the Company

Name & Signature of the
Authorised Signatory

Name of the Company

Date



ANNEXURE : B

SCOPE OF WORK :-

Annual Rate Contract for transportation of H.F.O. / L.D.O. from terminal of M/s IOCL / HPCL / BPCL, GUJRAT to our 2 x 125 M.W. Akrimota Thermal Power Station at Village Nani Chher, Tal. Lakhpat, Dist. Kutch, Gujarat.

Contract Period:

The span of contract period shall be for a period of 3 years from the date of commencement of the contract. Contract period is from 1.4.2018 to 31.3.2021.

Payment Terms (Payment of Running Account Bills)

The Contractor will have to submit R.A. bill with related documents for payment for a supply made. Bills shall be accompanied with detailed receipt certificate, chalan, tanker No., vehicle No., measured supply quantity against the ordered quantity duly signed by concerned department / Engineer-In-charge or authorized person of GMDC. 100 % payment will be released by way of crossed cheque within 30 days of receipt and acceptance of materials at our Stores after applicable deductions of taxes or of other recoveries as per following if any from the Project.

- A. Ad hoc payment made by the Project Office.
- B. Taxes applicable in accordance with the law.
- C. Security Deposit, if any.
- D. Cost of any service provided by GMDC and / or material supplied by GMDC.
- E. Other deductions, statutory or of other work, reason, if any.
- F. The to and fro distance from oil terminal of Gujrat will be considered for billing /payment purpose.
- G. The to and fro distance from oil terminal to ATPS will be fixed by manual discussions.
- H. The approx. to and fro distance from KANDLA Terminal to ATPS is 450 Km and from ASOJ terminal Baroda to ATPS IS 1200Km .This is the approx.distance however it will be fixed by mutual discussion.

Minimum quantity of H.F.O. / L.D.O. transportation is required during contract .

Approximate required quantity 4,000(± 25 %) M.T. (H.F.O. + L.D.O.). Quantity may increase / decrease as per actual requirement of the Plant.

Shortages in Supply

Maximum 1% of total quantity in Tanker/trip shall be allowable & accepted for short supply More then 1% shortage in supply at site will be in bidder's scope and it will be deducted from the bill accordingly.



Capacity of the Tanker

To transport H.F.O. / L.D.O. with the help of only 20 KL / 24 KL capacity tanker are allowed. Other than that not allowed.

Diesel Price Escalation / Rate variation :

Transportation rate variation can be considered only if diesel price fluctuates than the rate of diesel (basic price on date of submission of tender. Basic price of the diesel shall be the actual retail price of authorized dealer of PSU Oil Company like IOCL / HPCL / BPCL / IBP. The escalation will be given as per following formula

$$P_1 = P_0 \left\{ 0.80 + 0.20 \frac{LDO_1}{LDO_0} \right\} - P_0$$

P1=Amount of escalation payable

P0=Value of work done in the month for which escalation is to be work out

LDO0=Price of HSD OIL OF Indian Oil Corporation Ltd at oil pump nearest to project ,prevailing on base date.

LDO1=Price of HSD OIL OF Indian Oil Corporation Ltd at oil pump nearest to project ,prevailing in billing on base date.

NOTE:- Base date will be date of submission of tender

GENERAL TERMS & CONDITIONS

1) PRICE:

Price quoted by the tenderer should be firm. No price increase will be allowed to the tenderer during the supply period except diesel price escalation which can be given as per the formula.

Transportation rate variation can be considered only if diesel price fluctuates than the rate of diesel (basic price on date of submission of tender. Basic price of the diesel shall be the actual retail price of authorized dealer of PSU Oil Company like IOCL / HPCL / BPCL / IBP). The escalation will be given as per following formula

$$P_1 = P_0 \left\{ 0.80 + 0.20 \frac{LDO_1}{LDO_0} \right\} - P_0$$

P1=Amount of escalation payable

P0=Value of work done in the month for which escalation is to be work out

LDO0=Price of HSD OIL OF Indian Oil Corporation Ltd at oil pump nearest to project ,prevailing on base date.

LDO1=Price of HSD OIL OF Indian Oil Corporation Ltd at oil pump nearest to project ,prevailing in billing on base date.

NOTE:- Base date will be date of submission of tender



Quoted prices are inclusive of all tax, duty, service tax, toll tax, R.T.O. tax, man-power, diesel, oil and lubricant, insurance, loading, unloading and with any other Govt. levies etc. Service Tax, Income Tax shall be deducted as applicable form the invoice.

2) **Late Delivery Penalty:**

Late delivery penalty shall be levied @ 0.5% of order value per week for delay in delivery of the HFO/LDO subject to maximum of 10% of order value..

3) **Invoice:**

Original invoice should be sent at Our 2X125 MW Akri Mota Thermal Power Project (Nani Chher), Ta: Lakhpat, Dist: Kutch.

4) **Earnest Money Deposit:**

Tender must accompany DD / Pay Order for Earnest Money Deposit of Rs. 30,000/- in favour of GMDC LTD. Payable at Ahmedbad. Any pending dues against invoice or any other deposit lying with the Corporation will not be adjusted against Earnest Money Deposit. Tender received without E.M.D. will be out rightly rejected and will not be considered at the time of opening.

If the tender of any party is incomplete and in such case if further information is asked/called for by the corporation so as to enable the Corporation to make the said tender complete and comparable with other Tenderers and if any party does not supply such asked / called for information the Earnest Money Deposit shall be liable to be forfeited by the Corporation.

Earnest Money Deposit as above will be refunded to unsuccessful tenderer only after selection of the tender is made by the Corporation.

E.M.D. paid as above will not be refunded to successful Tenderer and it will be adjusted against Security Deposit.

5) **Security Deposit:**

The successful Tenderer shall have to deposit 10 % of total contract value as a Security Deposit by way of Demand Draft / Pay Order or Bank Guarantee. (Including EMD) within a fortnight after receipt of the order.

If the successful Tenderer does not pay Security Deposit or does not supply the material as per our order or does not fulfill any of the terms & conditions of this tender, Earnest Money Deposit paid by such Tenderer shall be liable to be forfeited by the Corporation.

Security Deposit paid by the successful Tenderer shall be liable to be forfeited by the Corporation, if he is not able to supply the material in accordance with the terms & conditions and the Tenderer shall be liable to late supply of the material under this clause.

Security Deposit paid will be refunded within 60 days after the execution of the order satisfactorily.



Earnest Money / Security Deposit will not bear any interest.

- 6) **Insurance:**
The FO/LDO supplied under the contract shall be fully insured against loss to destination. Insurance is to be provided by the supplier at his cost.
- 7) **No Relaxation on EMD/SD.**
Unit registered with Govt. of Gujarat / National Small Industrial Corporation Ltd., As SSI Unit will not be exempted from paying Earnest Money Deposit / Security Deposit in any case. Cheque will not be accepted.
- 8) **Validity:**
Rate quoted shall remain valid for 180 days from the date of opening of the Technical-Bid, which shall have to be extended unconditionally for further maximum period of 30 days, as deem fit by the Corporation.
- 9) Tenderer has to advise the name of the reputed Industrial/Government undertaking to which they have transportation mentioned in the tender. Also please give your complete organization detail / company profiles.
- 10) Order will be issued to the successful bidder and in any case request for changing bidder name will not be considered.
- 11) The tender submitted in contravention of the terms & conditions stated herein will not be considered.
- 12) No conditional tender will be accepted and will be rejected out right. Conditional tender will not be read at the time of Opening.
- 13) For any typographical error in this tender, decision taken by Corporation will be final & binding to all the bidders.
- 14) In case of disputes or difference of opinion in the interpretation of any of the terms & conditions of this tender, the decision of the Managing Director, of GMDC shall be final and binding to all.

The Corporation reserves the right to reject any or all without assigning any reasons thereof. The corporation also reserves the right to amend, alter, increase or decrease the quantity of the material during any month due to change in the production pattern. If necessary to do so the Corporation reserves right to terminate this contract, without assigning any reasons thereof to the tenderer. For any of the above act, the Corporation does not accept any liability or any financial or other loss that the tenderer may have to suffer in exercising this power by the Corporation.



OTHER TERMS AND CONDITIONS

1.	The rate of transportation of HFO and LDO per kilometer per KL/MT of material transported.. These rates are inclusive of all taxes, duties or any other government levies etc.However toll tax will be reimbursed at a actual on submission of proof.
2.	To transport H.F.O. / L.D.O. with the help of only 24 KL capacity tanker are allowed. Other than that not allowed
3.	GMDC shall have a liberty to cancel this work order any time if transporter is not executing the order.
4.	Transportation rate variation can be considered only based on diesel price fluctuations as per GMDC norms (based upon fuel consumption part only) upon submission of supporting documents.
5.	100% Payment shall be released by way of crossed cheque within 30 days of receipt and acceptance of the materials at our stores. You have to submit monthly bills most preferably.
7.	You will have to sign an indemnity bond as per the terms and conditions of GMDC on judicial stamp paper before starting the work.
8.	GMDC, Akrimota at its sole discretion unilaterally can change the quantity. The bidder would be bound to supply these quantities on the same terms & conditions of price and delivery.
9.	No waiting charges shall be applicable up to 24 hours retention at our plant for unloading formalities. However if the tankers are retained beyond 24 hours, it can be considered. Waiting charges shall be as per the prevailing normal market rates and shall be decided on mutual agreements time to time.
10.	The Minimum requirements of HFO & LDO shall be 4000 (\pm 25 %) MT during contract period. These requirement may increase or decrease depending on the need of the plant.
11.	The span of contract period shall be for a period of 3 years from the date of commencement of the contract.
12.	Transportation rate variation can be considered only if diesel price fluctuates than the rate of diesel (basic price on date of submission of tender. Basic price of the diesel shall be the actual retail price of authorized dealer of PSU oil company like IOCL / HPCL / BPCL / IBP. The escalation will be given as per following formula
13	The tanker must have spark arrestor installed at the front side. Any damage by the tanker to the GMDC plant / equipments / properties shall be compensated by the contractor.
14	GMDC shall not be liable or responsible, in any manner, to the transporter for the damages caused to the tanker / its driver for any reason and for any loss, injury or damage of any kind whatsoever caused.
15	You must be authorized Govt. Transporter for explosive / Inflammable items.
16	The copy of license you are holding for transportation of explosive / inflammable items should be submitted to M/s GMDC along with your confirmation of accepting this order.
17	Instruction for loading the tanker shall be given by telephonic message. You should be able to make the tankers available for our materials loading, maximum within 24 hours from our telephonic message.
18	The tanker should be reach us in sealed condition and need to clean before filling.
19	The tanker condition should be good and clean. HFO tankers should not be used for transporting LDO. Similarly LDO tankers should not be used for HFO transporting.
20	You should have your office / representatives at either Bhuj / Gandhidham to coordinate the loading from Kandla terminals.
21	Any government / RTO formalities pertaining to transportation / tankers shall be fulfilled by you at your cost.



22	Penalty for not providing services within the time will be as per the Directives of management of GMDC loss assessment.
23	You shall cover third party liability insurance at our campus.
24	You shall cover the risk of your workmen under workmen compensation Policy etc.
25	If there will be any change in government policy for transportation of LDO / HFO in KL / MT or vice versa, the rates offered by you in this work order will be made applicable as per equivalent conversion rates.
26	Taxes applicable shall also be deducted in accordance with the laws.
27	You have to comply the service tax obligations, like remittance of service tax, filing of returns etc. applicable, if any, with regard of this contract and a copy of returns will have to be furnished periodically to us , in the reference to point no.1 of this table of terms and conditions.



Annexure – C

**DECLARATION –I
(On Company's letterhead)**

Letter No.

From:

Date:

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

SUB: -Annual Rate Contract for transportation of H.F.O. / L.D.O. from terminal of M/s IOCL / HPCL / BPCL, GUJRAT to our our 2 x 125 M.W. Akrimota Thermal Power Station at Village Nani Chher, Tal. Lakhpat, Dist. Kutch, Gujarat

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: _____



Annexure – D

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 12 of Instructions to Tenderers and all other subsidiary works connected herewith within the same site as may be ordered to be done from time to time by the Engineer in charge for the time being although such works may not be shown on the said drawings or described in the said Specifications or the Priced Bills of Quantities.
5. All disputes arising out of or in any way connected with this contract shall be deemed to have arisen in Ahmedabad and only the Court at Ahmedabad shall have jurisdiction to determine the same.
- 6 The several parts of this Contract have been read and fully understood by me, the undersigned. IN WITNESS WHEREOF the parties hereto have hereunder set their hands this ____ day of _____, 2010__.

Signed by the said GMDC
In Presence of

Name: -----

Address: -----

Occupation: -----

Signed by the said Contractor
In Presence of

Name: -----

Address: -----

Occupation: -----



Annexure- E
FORM OF TENDER (BID FORM)

Examined the Tender Documents comprising of Tender Notice, Instructions to Tenderers, Form of Tender, Articles of Agreement, I/We the undersigned, offer to execute the works specified in the aforesaid documents and shall complete the same within the time limit specified therein, in conformity with the said tender documents.

Should this tender be accepted, I/We agree:

That I/We shall abide by and fulfil all the terms and provisions of the conditions contained in the aforesaid documents which have been read by me/us and explained to me/us, so far as applicable or in default thereof to forfeit and pay to the GMDC or their successors the sums of money mentioned in the said documents.

I/We shall execute all the works referred to in the said documents upon the terms and conditions contained or referred to therein at the rates contained in the aforesaid documents or at such other rates as may be fixed under the provisions of these conditions and also to carry out such other works or items of works, as may be ordered on me/us, which are not contained in the aforesaid documents at the rates contained in the aforesaid documents or at such other rates as may be fixed under the provisions of these conditions.

That the amount which has been deposited by me/us as earnest money, the full value of which is to be absolutely forfeited to the GMDC or their successors, should I/We fail to commence the works specified or should I/We not deposit the full amount of security deposit specified in the aforesaid documents, in accordance with the said Conditions of Contract, otherwise the said amount shall be retained by the GMDC as on account of such security deposit as provided for in the aforesaid documents.

We undertake, if our tender is accepted, to commence the works within 15 days of receipt of the GMDC's order to commence, and to complete and deliver the whole of the works comprised in the contract within the time limits specified in the tender notice/LOI calculated from the date of issue of LOI/work order to commence the work/letter of intent plus 15 days mobilization period or from the date of handing over of the site, whichever is later. We agree to abide by this tender for the period of 180 days from the last date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Unless and until a formal agreement is prepared and executed, this tender, together with your written acceptance thereof, shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any tender you may receive. If our tender is accepted, I/We shall refer all disputes arising out of or relating to the agreement to the arbitration in accordance with the Conditions of Contract.

Signature & Stamp of the Tenderer

Name: _____



Address: _____

DECLARATION -II
(On Company's letterhead)

Letter No.

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

Date:

SUB: - Annual Rate Contract for transportation of H.F.O. / L.D.O. from terminal of M/s IOCL / HPCL / BPCL, GUJRAT to our our 2 x 125 M.W. Akrimota Thermal Power Station at Village Nani Chher, Tal. Lakhpat, Dist. Kutch, Gujarat

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 agree to finish the whole of the work as per instructions and as per tender notice from expiry of 15 days from the date of issue of Letter of Intent or actual commencement of the work whichever is earlier.

I/we have deposited as Earnest Money 25,000/- (Rs. Twenty Five Thousandd Only) 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: _____

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: PP: MECH:LIME: 2010-11: 08. We shall be responsible for all risk arising in connection with or on account of the operations covered by the contract and shall make good all losses and damages arising there from. In case, the GMDC Limited shall incur any cost or expense or suffer any loss on account of any claim demand or course of action brought against us and arising out of the operation covered by the Bidder/ Tenderer, the GMDC Limited shall have the power (Without being bound to do so) to define, contest or compromise any such claim demand or cause of action. Any amount that may become payable by GMDC Limited and any cost expense etc. that may be incurred by GMDC Limited in this behalf, shall also be recoverable from us, without prejudice to your other rights.

Yours Faithfully,
For _____

SEAL & SIGNATURE OF AUTHORITY



ANNEXURE – F
SCHEDULE OF PRICES
TENDER NO : GMDC/ PD/ MECH /12/2017-18

We, M/s. _____

Sr. no.	Item Description	Approx.QTY.	UNIT	Unit rate per M.T./K.L. per KM
1	Transportation of HFO/LDO in M.T/KL.	4000	M.T/K.L	

Special Note:-

- 1) Quoted prices are inclusive of all tax, duty, service tax/GST, toll tax, R.T.O. tax, man-power, diesel, oil and lubricant, insurance, loading, unloading and with any other Govt. levies etc. Service Tax, Income Tax shall be deducted as applicable form the invoice.
- 2) The Minimum requirements of **HFO & LDO shall be 4000 (± 25 %) MT during the contract period for three years.**
This requirement may increase or decrease depending on the need of the plant.
- 3) To transport H.F.O. / L.D.O. with the help of only 20 KL / 24 KL capacity tanker are allowed. Other than that not allowed
- 4) **Insurance:**The FO/LDO supplied under the contract shall be fully insured against loss to destination. Insurance is to be provided by the supplier at his cost.
- 5) The span of contract period shall be for a **period of 3 years** from the date of commencement of the contract.
- 6) Increase in diesel price escalation calculation as per formula given in the tender
- 7) The approx. to and fro distance from KANDLA Terminal to ATPS is 450 Km and from ASOJ terminal Baroda to ATPS IS 1200Km .This is the approx. distance however it will be fixed by mutual discussion

Authorised Signatory

Name

Seal of the Company

Designation

Company



Date



ANNEXURE : G

SCHEDULE OF DEVIATIONS

The deviations, from the Scope and Schedule of Work if any, shall be listed out by the bidder in this schedule. Deviations mentioned elsewhere, shall not be considered.

Sr. No.	Sections / Sub-Sections	Deviation

Seal of the Company

Signature :

Name :

Designation :

Company :

Date :



ANNEXURE – H

STATUTORY COMPLIANCE OF LABOUR LAWS

Statutory compliance of the Labour Laws on the part of the Contractor is as under:

- 1.0 The contractor shall at his own cost comply with the provision of labour laws, rules, orders and notifications whether central or state or local as applicable to him or to this contract from time to time. These Acts/Rules include without limitation of the following.
- 2.0 Contractor shall be solely responsible and shall fully comply with all the provisions of all the labour laws applicable such as the Minimum Wages Act, 1948, Payment of Bonus Act 1965, Employees Provident Fund and Miscellaneous Provision Act 1952, Industrial Dispute Act 1947, Workmen Compensation Act 1923, Payment of Gratuity 1972, Interstate Migrant Workmen Act 1979, Equal Remuneration Act with Rules, Order and Notifications issued/made there under from time to time.
- 3.0 All other Acts, Rules / Byelaws, Orders, Notifications etc. present or future applicable to the Contractor from time to time for performing the contract job.
 - 3.1 The Contractor shall provide and be responsible for payment of Wages, Salaries, Bonus, Social charges, Insurance, Food, Accommodation, Transport, Medical and Canteen facilities and other statutory privileges and facilities to his personnel per law/rules/regulations and orders of the Central Government, State Government, Local Authorities or other authorities as are in force from time to time. All employees of the Contractor shall be employee of the Contractor.
 - 3.2 The Contractor shall have a valid licence obtained from Licensing Authority under the Contract Labour (Regulation & Abolition) Act 1970 at the time of execution of the contract covering all his employees working at ATPS site and furnish the same, failing which GMDC may terminate the contract at its sole discretion.
 - 3.3 The Contractor shall at the time of execution of the contract have an EPF Code Number obtained from the Authorities concerned under the Employees Provident & Miscellaneous Provisions Act, 1972 and remit contributions in respect of the employees employed by him at ATPS Site to the P.F. office concerned every month, failing which GMDC will recover from the outstanding payment to the contractor from GMDC.
 - 3.4 The Contractor shall maintain all records/registers required to be maintained by him under various Labour Laws mentioned above and produce the same before the Statutory Authorities whenever required.



- 3.5 The Contractor shall also submit periodical reports / returns to the various statutory authorities such as the Contract Labour (Regulation and Abolition) Act, 1970, Employees Provident Fund Act etc. under intimation to P&A Deptt.
- 3.6 The Contractor shall not pay less than the Minimum Wages notified by the Government from time to time to his employees of corresponding categories.
- 3.7 The Contractor shall be responsible for payment of overtime wages to his workmen, if any, in case they are required to work beyond the prescribed hours under law as per applicable rates.
- 3.8 The contractor shall take Workmen Compensation Insurance Policy for all his employees working at ATPS. The contractor shall indemnify the company against any liability due to any work injury or accident to any of its employees.
- 3.9 The Contractor shall in the event any of his workmen / employees sustains any injury or disablement due to an accident arising out of and in the course of his employment, provide necessary medical treatment and pay compensation as applicable, required under the Workmen's Compensation Act, 1923.
- 3.10 If any of the persons engaged by the Contractor misbehave with any of the officials or the Company or commit any misconduct with regard to the property of the Company or suffer from any serious communicable disease, the Contractor shall replace them immediately.
- 3.11 The Contractor shall not engage / employ persons below the age of 18 years. Employment of women shall be strictly according to applicable laws.
- 3.12 GMDC will have right to deduct and disburse the claims of the individual / parties being a principal employer on any account whatsoever in relation to their employment with the contractor. The Security deposit will be released to the contractor at the end of the contractual tenure subject to an undertaking by the contractor that in the event any of his workmen or the heirs of workmen puts up a claim for recovery of money due to him from the contractor before the appropriate authority under the I.D. Act 1947 or under any other labour laws or for compensation under the Workmen's Compensation Act, 1923 and the appropriate authority has given a direction for making payment the contractor will meet the same or indemnify GMDC if in the event GMDC pays it as Principal Employer.
- 3.13 The contractor shall make payment of wages to his employees on fixed date within the period specified under the applicable Law, in presence of representative of the company. He will submit a true copy of wages sheet, attendance register and P.F. remitted challans on monthly basis to P&A dept. for verification and record.
- 3.14 The Contractor shall provide Safety items / kits to his employees such as safety shoes, goggles, ear plug, hand gloves, safety belts etc., if any, required under the law.



3.15 The contractor shall conduct pre-induction and periodic medical check up of his workmen as per applicable laws.

This list is indicative in nature and not an exhaustive one. Any amendment/alteration/Notifications or addition to the existing Law or a new statute shall automatically become applicable.

Signature & Stamp of bidder



ANNEXURE – H

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



ANNEXURE : I

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 up to _____ for _____ persons
6.	Details of W.C. Policy	Validity up o _____ 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	



1 NON FULFILMENT OF TERMS & CONDITIONS OF THE CONTRACT:

a. If consultant fails to carry out the work as per terms and conditions of the tender and/or contract to the satisfaction of the GMDC, GMDC shall be entitled to forfeit the security deposit paid by the consultant. This however, shall not absolve consultant from your obligation to fulfill the contract. In such event, the GMDC shall have a right to complete and / or to get the work completed at the cost & risk of consultant and Consultant 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 consultant does not fulfill the terms and conditions of the tender and/or contract and does not carry out the work up to the entire satisfaction of GSRC, GMDC has 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 consultant and the GMDC shall have a right to complete the work and / or to get the work completed at the risk and cost of consultant.

c. For any reason if it is required the GMDC reserve rights to cancel, terminate, amend and/or alter the contract and/or bifurcate and/or reduce the contract work at any time without giving any notice to the Consultant and without incurring any responsibility. For such cases the consultant shall have to carry our instructions of the GMDC.

2. TERMINATION OF THE CONTRACT:

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

3. ARBITRATION:

The parties shall endeavor, in the first instance, to resolve any dispute, disagreement or difference arising out of or in connection with this Work Order and subsequent Agreement including any question regarding its interpretation, performance, existence, validity, termination and the rights and liabilities of parties to this Agreement(a “Dispute”) through good faith negotiations.

All questions, dispute, differences and /or interpretation of tender and subsequent contract whatsoever, which may at any time arise between the parties to this contract or in connection with the contract or any matter arising out of or in relation thereto, shall be referred to Sole Arbitrator as per the provision of Arbitration and Conciliation Act., 1996 and subsequent amendment thereto. The venue of arbitration proceedings shall be at Ahmedabad. The language of Arbitration shall be in English. Arbitration on any point of dispute shall not suspend the work under this Tender and subsequent contract.



4. JURISDICTION:

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

5. FORCE MAJEURE:

Force majeure is herein defined as any cause which is beyond the control of the consultant or GMDC as the case may be which they could not foresee or with reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- (i) Natural phenomena such as flood, draughts Cyclone, earthquake and epidemics, declaration of war.
- (ii) Acts of any government, including but not limited to war, declared or undeclared priorities, quantities, embargoes, providing either party shall within fifteen (15) days from the occurrence of, such a cause(e notify the other in writing of such cases:

- a. The consultant 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 GMDC.
- b. For delay arising out of Force Majeure, the consultant 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 consultant shall be liable to pay extra costs (like increase in rates, remobilization, advance, idle charges for labour and machinery etc.) Provided it is mutually established that the Force Majeure conditions did actually exist.
- c. The consultant or 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 may occur after consultant's performance of his obligations has been delayed for other causes.

14. The bidders are clearly informed that even after opening of Tender, if it is found that any of the condition of the tender is not fulfilled, in that case the bid shall be treated as non responsive and shall be rejected ab initio. No further correspondence/communication shall be entertained in this regard.