



TENDER NO. GMDC/HO/PD/ATPS/14/2017-18

Consultancy services for the preparation of pre-contract award engineering services leading to selection of new O&M operator for 2X125 MW Akrimota Thermal Power Station (ATPS).

Sr.No.	Tender No.	TENDER NO GMDC/HO/PD/ATPS/14/2017-18
01	Tender Fee [Non refundable]	Rs.1000 /- (Rs. One Thousand Only)
02	Scope Of Work	Pre-contract award engineering services leading to selection of new O&M operator.
03	Place of Work	GMDC Corporate office, Ahmedabad and 2X125 MW ATPS Project at village ChherNani, Ta: Lakhpat, Dist: Kutch-Gujarat
04	Earnest Money Deposit	Rs.30,000/- in form of Demand Draft of Government of Gujarat approved Bank except co-operative bank in favor of GMDC Limited payable at Ahmedabad and to be submitted along with technical bid only, failing which tender will not be considered as valid tender & bid will be rejected.
05	Security Deposit	5% of the total contract value in form of DD / BG issued by Bank approved by Government of Gujarat except co-operative bank. The BG shall be valid for period of 16 month from the date of issuance of LOI and the same shall be extended further if required. The BG/DD issued by GoG approved bank except schedule bank shall be paid within 7 days from the date of LOI.
06	Pre-bid meeting	5.03.2018
07	Last date & time for submission of technical bid along with Tender fee & EMD with supporting documents.	16.03.2018 UP TO 17.00
08	Verification of submitted documents (EMD, tender fee etc) & opening of technical bid	17.03.2018
09	Place for opening of bid	GMDC, Corporate Office at Ahmedabad
10	Validity Of Tender	150 days

- The cost of the tender document will not be refunded under any circumstances.
- Tender received without E.M.D. will be outright rejected.

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

Tender Authority: Consultants are requested to submit their bid addressed to following Authority.

GENERAL MANAGER (POWER)
Gujarat Mineral Development Corporation Ltd.
(A Govt. of Gujarat Enterprise)
“Kanjibhavan”, 132 Ft. Ring road, /Nr. ManavMandir, University Ground,
Vastrapur, Ahmedabad-380 052
Ph: 079 279132/00/3502/1662/1665
Fax no: 079 27911822/2791 1520 E-mail: power@gmdcltd.com
Visit our web site: www.gmdcltd.com

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

1. All bid documents shall be signed by the authorized person/representative of the bidder.
2. The bidder shall bear all costs associated with the preparation and the submission of the bid. Whether or not, the bid is accepted or even if GMDC withdraws the bid invitation, the bidder shall not be entitled to claim any costs, charges, etc in connection with the bid.
3. It is the bidder's obligation to confirm the scope of the work and work to the best of the efforts to complete the work as per the schedule provided by GMDC.
4. GMDC reserves the right to reject any or all of the bids or accept any of the bids in part or full.
5. The bid shall be evaluated only for the bidders who meet the eligibility criteria.
6. If required the bidders may visit the site along with 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. Tenders will be opened in Two Bid system, i.e. Technical Bid and Price Bid. First the Technical Bid will be opened on the date of opening of bid. GMDC will scrutinize the same and the Price Bids will be opened only of those bidders, who are qualifying themselves in Technical Bid.
9. The bidders are required to submit the DD of EMD as per tender notice. It should be noted that if the demand draft of EMD is not submitted, the tender will not be considered for scrutiny and will be summarily rejected.
10. The bidder will have to submit 'NO DEMAND CERTIFICATE' along with the final bill of the work, as per the Proforma given by GMDC.
11. No page from the tender documents shall be defaced or detached. Also no correction in the tender documents shall be made by bidder. Any comments which bidder desires to make, shall not be placed on the tender documents, but shall take the form of a separate statement, as brief as possible, and giving reference to pages and clauses of the tender documents.
Submission of tender will be the conclusive evidence that the bidder has fully satisfied himself as to the nature and scope of the work to be done, site conditions, and all other factors affecting the performance of the contract and the price and also as to the terms and conditions of the contract. 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
12. 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.
13. 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 submitted by the bidder shall be forfeited. Any contract entered into under such conditions is also liable to be canceled.
14. In case the bidder is a joint stock company, the contract must be affixed with the seal of the company in the presence of witnesses and signed by two Directors or by persons duly authorized to sign the contract for the company under a power of attorney. The bidder shall produce a certified copy of such power of attorney at the time of making the agreement.

15. Incomplete tenders are liable to be rejected.
16. Other terms and conditions of the tender shall be read and considered as a part of the tender documents.
17. The rates/prices quoted by the bidders will be final and any sort of escalation will not be considered.
18. Clarifications/queries if any by the bidder should convey by Fax/ E-Mail well in advance before 7 days of due date as mentioned in Tender Notice at the following addresses (power@gmdcltd.com) in a Cover, super scribing the name of work and due date.

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

Signature & Stamp of the Tenderer

Name: _____

Address: _____

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

I. INSTRUCTION TO BIDDERS

▪ **SYNOPSIS**

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

1. **APPROACH TO SITE**

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

2 The site is 15.0 mt. Above MSL.

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

The average rainfall is 350 mm only.

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

II. GENERAL TERMS & CONDITION OF THE CONTRACT

1. **GENERAL INSTRUCTIONS**

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

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

2. **ELIGIBILITY CRITERIA**

Eligibility criteria prescribed for the tender are mentioned in the tender documents. Bids of the bidder satisfying the prequalification requirement, shall only be considered and processed further. Certain essential requirements of pre-qualification bid attached as Annexure - A in tender documents.

3. **PAYMENT TERMS**

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

- i) 10% Advance against on submission of ABG valid for the period of 6 months.
- ii) 40% payment against of submission of Draft of tender.
- iii) 25% after opening of price bid.
- iv) 15% after issuing of the work order/agreement to O&M operator.
- v) 10% against on submission of PBG valid for the period of 12 months from the date of work order / agreement with O&M operator.

- Income tax/work contract tax/any other tax deducted from the invoice/bill as per rules.

2. ASSIGNMENT AND SUBLETTING OF THE CONTRACT

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

3. INTERPRETATION OF THE CLAUSE

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

4. CONTRACT VALUE

The total cost shall be excluding of GST at actual however statutory variation shall be in GMDC's Account. The contract value shall be fixed. No escalation shall be given to the consultant on any ground whatsoever nature The bidder shall have to submit attached Annexure-B with separate envelop along with technical bid.

5. TIME LIMIT:

Time is an essence of the contract. The total contract period shall be of 120 days commencing from the date of issuance of LOI.

- Prepare technical and commercial tender document for outsourcing operation and maintenance contract for 2 x 125 MW Akrimota TPS within 30days of contract
- Arranging pre-bid meeting within 45 days of contract(15days after submission of tender)
- Issue of Clarifications within 60 days of contract(15days after pre bid meeting)
- Finalize technical and commercial evaluation of bids within 90days(15 days after clarification of issue)
- Submission of tender assessment report within 105 days of contract (15 days after finalization of technical & commercial evaluation of bid.)
- Preparation of Work Order / Agreement within 120 days of contract(15 days after submission of tender assessment report

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6. Earnest Money Deposit:

The bidder should enclose a crossed demand draft worth Rs. 30,000/- drawn in favour of **“Gujarat Mineral Development Corporation Ltd.”**, payable at **Ahmedabad** from Scheduled Commercial Bank except Co-operative Bank along with the technical bid in the cover so super-scribed. In absence of the DD for EMD or inadequate amount of EMD, the offer will be summarily rejected and no claim shall be entertained on such rejected tenders. Un Successful Bidder(s) will be refunded the EMD amount after selection of the bidder is made by GMDC. The amount of EMD of Consultant shall be adjusted against remittance of Security Deposit, if desired by the Consultant, or shall be refunded by way of crossed cheque on receipt of security deposit amount. Mere bank guarantee or cheque will not be accepted.

7. Security Deposit:

The Consultant shall furnish a Demand Draft and/or Performance Bank Guarantee towards Security Deposit for an amount equivalent of 5% of the total contract value without taxes for a period of 16 months from the date of issuance of LOI, in accordance with the conditions of the contract, within 7 days from the date of issuance of LOI. If such security deposit is in the form of Bank Guarantee, then it should be of any bank approved by the Government of Gujarat from time to time except co-operative bank in the form and manner acceptable to the GMDC. The said Performance Bank Guarantee submitted towards Security Deposit shall be further extended if required.

If the Consultant does not pay Security Deposit or does not complete the contractual work or does not fulfill any of the terms & conditions of this tender, Earnest Money Deposit paid by such Consultant shall be liable to be forfeited by the GMDC.

Security Deposit paid by the consultant shall be liable to be forfeited by the GMDC, if the consultant is not able to perform the contractual work in accordance with the terms & conditions in addition to LD clause.

Earnest Money / Security Deposit will not bear any interest.

8. TAXES:

GMDC shall pay GST subject to the following:-

- All are requested to quote their GST no. and rate in the bid. Bid received from unregistered bidder will not be considered.
- Bidders are requested to quote their rates without GST. GST will be paid/reimbursed/adjusted to the consultant as per prevailing rates & rules to the extent directly related to the services rendered or goods supplied by the consultant under the said contract subject to production of documentary proof and bidder will mention the GST amount separately in the invoice/bill along with SAC/HSN code under GST.
- Financial Evaluation: L1 bidder will be decided after considering Input Tax Credit to be available to GMDC under GST.
- Bidder shall provide income Tax Permanent Account Number (PAN) in invoice.
- The government taxes such as income tax etc. shall be deducted from the bill as per laws.

9. LIQUIDATED DAMAGES:

In case the contractual work is not completed within time prescribed limit and the reason is not attributable to GMDC, Liquidated Damage @1% of total contact value per week subject to maximum of 10 % of total contact vale shall be levied. GMDC shall be at a liberty to recover the amount of liquidated damage from the invoice and/or security deposit submitted by consultant.

10. NON FULFILMENT OF TERMS & CONDITIONS OF THE CONTARCT:

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 its 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 GMDC, 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.

11. 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.

12. ARBITRATION:

The parties shall endeavor, in the fist instance, to resolve any dispute, disagreement or difference arising out of or in connection with this Tender 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 this tender and subsequent contact 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.

13. 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.”

14. 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 foreseen or with reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

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

DETAIL SCOPE AND SCHEDULE OF WORK

Scope of work:

The Scope of Services of the Consultant will be as under:

Consultancy service for Pre-contract award engineering services leading to selection of new O&M operator.

1. Prepare technical and commercial tender document for outsourcing operation and maintenance contract for 2 x 125 MW Akrimota TPS;
2. Arranging pre-bid meeting
3. Issue of Clarifications
4. Finalize technical and commercial evaluation of bids;
5. Submission of tender assessment report;
6. Preparation of Work Order / Agreement.
7. If any issues will arise after award of contract regarding any terms & conditions of tender then Consultant will bind to resolve the issues within 12 months from the date of work order/agreement.
 - The Consultant will have to visit at ATPS site as & when required to collect the required information.
 - After completion of each stage, Consultant needs to give a presentation to GMDC's management.

Stamp & Signature of Bidder

ANNEXURE A

Criteria for bid qualification

All the details about the description mentioned below are required to be furnished by consulting firm/Consultant to qualify in Technical bid.

SR. NO.	DESCRIPTION	DETAILS
	General Details of Consulting firm:	
1	Name of the consulting firm with Full Address, Telephone Nos., Fax No., E-mail Address, Mobile No. etc. Please also provide details of nearest Branch Office if any.	
2	Whether the consulting firm is a Joint Stock Company, Hindu Undivided Family, Individual or a Registered Partnership Firm. (Enclose attested copy of Deeds or Article of Association).	
3	Name of the person holding the power of attorney, if any. (Enclose attested copy of power of attorney).	
4	Name of the Partners / Directors with their present & permanent address and their liabilities in other firms, in which they are either employed or partners. (Enclose attested copy of partnership deed).	
5	Copy of P.F. code no. from RPFC office if applicable. Copy of the certificate should be submitted.	
6	Whether registered vendor in any other Govt. Deptt. / Public U/T / Others. If yes, then furnish the details pertaining to class and the amount qualified to tender (Enclose copy).	
7	Has the applicant or its Partners or Directors been black-listed in past by any Govt. Deptt. Or any other body?	
8	Income Tax PAN No	
9	GST no.	
10	Technical Criteria: The Consulting Firm/Consultant should meet the following technical qualification	
(i)	The Consultant/consulting firm should have provided consultancy services for O&M related activities of coal/lignite fired power plants having cumulative unit size of minimum 100 MW in last 7 years.	
(iv)		
11	Financial Criteria: The consulting firm/Consultant should meet the following	

	financial qualifications.	
(i)	The Consultant should have minimum annual average turnover of Rs.05 Crores in last 3 financial years ending on 31/03/17 as per audited accounts.	
(ii)	Financial Net profit of Consultant/consulting firm should not be negative in last 3 financial years ended on 31/03/2017 as per audited accounts	

Note: - Proposed Project Manager of Consultant should be Engineering/Management Post Graduate with minimum 10 years of experience in Power Sector and should have worked on minimum 1 O&M consultancy assignments for coal/lignite fired plants having unit size of minimum 100 MW in last 7 years.

- Documentary evidence needs to be submitted against above all details.

Name & Signature

Of the Authorized signatory

Date

Seal of company

Name of Company

PROFORMA FOR SUBMISSION OF EMD
(On tendered letter head)

From:
(Name and Address of the Bidder)

Letter No. :

Date:

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

Sub: Submission of EMD for Tender no. GMDC/HO/PD/ATPS/14/2017-18 - Consultancy services Pre-contract award engineering services leading to selection of new O&M operator for 2X125 MW Akrimota TPS.

Dear Sir,

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

Kindly acknowledge the same.

Thanking you,

Yours truly,

NAME / SIGNATURE & SEAL OF THE COMPANY

BID FORM (On tenderer letter head)

Bid No. :

Date:

From:
(Name and Address of the Bidder)

To,

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

Dear Sir,

I / we, the undersigned have carefully examined and understood the bidding documents for Tender no. GMDC/HO/PD/ATPS/14/2017-18 –**Consultancy services for Pre-contract award engineering services leading to selection of new O&M operator** for 2X125 MW Akrimota TPS. I/we hereby agree for the contract described in the specifications, in conformity with the specification and the bidding documents.

In the event our proposal is accepted, we agree to furnish a security deposit of amount equal to 5% of contract value within 7 days from award of contract.

Thanking you,

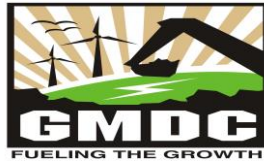
Yours truly,

Authorised Signatory

Name
Seal of the Company

Designation

Company
Date



ANNEXURE -B

SCHEDULE OF PRICES

Sr. No.	Description of Work	Total amount in Rs.
1	Pre-contract award engineering services leading to selection of new O&M operator.	
	The total amount in Rs. Excluding GST at actual only	

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

Authorised Signatory

Name

Designation

Name of Company

Date

Seal of the Company