

e-TENDER No. – GMDC/ENV/03/2018-19

**e-TENDER
FOR**

**ANNUAL RATE CONTRACT FOR SUPPLY OF CHEMICALS
FOR
EFFLUENT TREATMENT PLANTS SITUATED ON VARIOUS
PROJECTS OF GMDC IN GUJARAT**



**CHIEF GENERAL MANAGER
GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED
(A Govt. of Gujarat Enterprise)
CIN: L14100GJ1963SGC001206
KHANIJ BHAVAN, 132' RING ROAD, UNIVERSITY GROUND
VASTRAPUR, AHMEDABAD- 380 052
Phone No. 07927913200
TELE-FAX: (079) 2791 3038, E-mail env@gmdcltd.com
Visit our web-site: www.gmdcltd.com**



GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED

e- TENDER NOTICE

GMDC invites online e-tender from reputed and NABET Recognized consultants for “**Annual Rate Contract for Supply of Chemicals for Effluent Treatment Plants situated on various projects of GMDC in Gujarat.**”.

e- Tender No.	:	GMDC/ENV/03/2018-19
Work Description	:	Annual Rate Contract for Supply of Chemicals for Effluent Treatment Plants situated on various projects of GMDC in Gujarat.
Place of work	:	<ol style="list-style-type: none"> 1. Lignite Project, Mata-No-Madh, At & Po: Ravapar, Tal: Nakhatrana, Dist ; Kutch, Gujarat-370625, Phone No.: 02839-291403, Fax: 02839-291407 Email: matamadh@gmdcltd.com 2. Lignite Project, Umarsar, Vill: Umarsar., P.O-Ghaduli, Tal-Lakhpat, Kutch, Gujarat-370627, India, Phone No.: , Fax: , Email: umarsar@gmdcltd.com 3. Lignite Project, Bhavnagar, Opp. IOC Bottling Plant, Ghogha Road, Vill : Tagdi, Post: Malpar, Dist : Bhavnagar, Gujarat-364002, Phone No.: 0278 - 2883100, Fax: 0278 - 2883802, Email: bhavnagar@gmdcltd.com 4. Lignite Project, Rajparadi, Tal : Jhagadia, Dist : Bharuch, Gujarat-393115, Phone No.: 02645- 240185, Fax: 02645-240167, Email: rajparadi@gmdcltd.com 5. Lignite Project, Tadkeshwar, Tal : Mandvi, Dist : Surat, Gujarat-394170, India, Phone No.: 02623-233948, Fax: 02623-233052, Email: tadkeshwar@gmdcltd.com
TENDER Processing Fee (Non Refundable)	:	Rs. 5000/- + GST (18%), total 5900/- through D.D. DD should be from banks approved by Govt. of Gujarat from time to time (except co-operative bank) in the form and manner acceptable to the GMDC.
EMD(Refundable)	:	Rs. 9,00,000/- (Rupees Nine Lakhs only) as per General Terms & Conditions Clause No.6.
Security Deposit (Refundable)	:	5 % of contract value in form of DD or Bank Guarantee. DD or Bank Guarantee should be from banks approved by Govt. of Gujarat from time to time (except co-operative bank) in the form and manner acceptable to the GMDC. It has to be submitted by Supplier only after receipt of LOI issued by tenderer.
Availability of TENDER document	:	On website https://gmdc.nprocure.com And www.gmdcltd.com

Last date and time of downloading the Tender	:	06-08-2018 – 17:00 Hrs.
Last date and time of online submission of bid	:	06-08-2018 – 17:00 Hrs.
Last date for Submission of Preliminary Bid (Tender fee and EMD) and Supporting documents as a proof for Technical bid during office hours.	:	06-08-2018 – 12:00 Hrs.
Date & time for viewing & opening of Preliminary bid.	:	07-08-2018 – 12:00 Hrs.
Date & time for viewing & opening of Technical bid.	:	07-08-2018 – 12:00 Hrs.
Date & time for viewing & opening of Price bid.	:	08-08-2018 – 12:00 Hrs.
Validity of Bid	:	180 Days

GENERAL INSTRUCTIONS TO THE BIDDERS FOR TENDERING:

1.0 Tendering

1.1 THE TENDER & THE OFFER:

a) It is a three-bid system. The bid is required to be submitted online latest by the date and time prescribed in the tender notice.

Part – I Preliminary Bid

Detail of DD for EMD and Tender Fee shall be submitted online. Further, Original Cheques / Drafts of **Tender fee and EMD** should be submitted before last date on above given address in two separate and sealed envelopes along with their respective forms. These both envelopes should be placed in a separate and sealed cover sub-scribed **“PRELIMINARY BID” Tender No. and Name of work.**

Bids received without EMD/Tender Fee will not be considered for scrutiny and will be out rightly rejected.

Part - II Technical bid (Annexure I to II)

Technical bid documents i.e. various annexure are to be submitted online only within stipulated period as per tender notice. However, the supporting documents required to be submitted in support of these annexure like experience, financial position, status of the bidder, Permanent Account Number (PAN), Goods & Service Tax etc. shall be placed in separate & sealed cover sub-scribed **“TECHNICAL BID, Tender No. and Name of work etc.**

Part – III Price-bid (Annexure III)

To be submitted **on line only** within the stipulated time.

All supporting documents along with tender fee and EMD in a sealed sub-scribed **“Pre & Technical Bid, Tender No. and Name of work etc.** must reach till last date on below given address:

**Chief General Manager
Gujarat Mineral Development Corporation Limited
“Khanij Bhavan”, 6th Floor, ‘A’ Wing,
132 ft Ring Road, Nr. University Ground, Vastrapur, Ahmedabad – 380 052**

1.2 Bidders are advised to read the instructions, evaluation norms and other terms and conditions described in these documents under different Chapters carefully before making

their offer. In case of any doubt they may seek clarification from Manager (Environment) at the head office of the GMDC at Ahmedabad.

1.3 Opening of bids

First Preliminary bids will be opened for the verification of the receipt of tender fee and EMD along with their respective forms.

Technical bid of only those bidders will be opened from whom tender fee and EMD will be received by GMDC. Then Technical bid will be opened online along with hard copies of signed and stamped copy of technical document and all essential supporting documents to verify that bidder is technically qualified or not for the desired work.

Price Bid will be opened only of those bidders who will observe technically qualified. L1 shall be considered based on lowest price received by sum of all the chemicals together.

1.4 Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate as per Information Technology Act-2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n) code solutions- a division of GNFC Limited, who are licensed Certifying Authority by Government of India at address mentioned below at clause 1.5.

1.5 All bids should be digitally signed. For details regarding digital signature certificate and related training involved at the below mentioned address should be contacted:

(n)Procure Cell

(n)Code solutions a division of GNFC

403, GNFC Info-Tower, Bodakdev,

Ahmedabad- 380 054 (India)

Tel: +91 26857316/17/18 Fax: +91 79 26857321

Toll Free: 1800-233-1010

E-mail: nprocure@gnvfc.net

1.6 Kindly take note that, valid Digital Signature Certificates is must for all the interested bidders. Online tendering process is not possible without valid digital signature certificate.

1.7 Interested bidders are also requested to complete their procedure for taking digital signature certificate in respect to filling of application form, supporting documents with necessary fees at least 3 days before last date of tender submission.

1.8 (n) code solutions reserves the rights to issue digital signature certificate after verification of application forms / supporting documents submitted by bidder. (n) code solutions is fully authorized to issue digital signature certificate to bidders.

1.9 All the bidders who have no facility to participate in on-line tenders are requested to contact (n) code solutions for the same.

1.10 All the correspondence in respect to training, support or digital signature certificate should be addressed to (n) code solutions directly on the above mentioned address

1.11 Bidders are advised to read the instructions, evaluation norms and other terms and conditions described in these documents under different Chapters carefully before making their offer. In case of any doubt they may seek clarification from Manager (Environment) at the head office of the GMDC at Ahmedabad

1.12 Corrigendum:

Bidders are requested to see the website <https://gmdc.nprocure.com> once again before due date of Tender opening of ensure that they have not missed any corrigendum uploaded against the said Tender after downloading the Tender document. The responsibility of downloading the related corrigendum, if any, will be that of the downloading parties.

No separate intimation in respect of corrigendum will be sent to Bidders who downloaded the Tender document from the website as information in this respect will be available to website i.e. <https://gmdc.nprocure.com> etc.

2.0 Preamble

2.1 This tender document is intended to give a general description of nature of the work. It is not intended to cover all minute details. The work shall be executed in accordance with best practices and to the complete satisfaction of the GMDC.

2.2 The information given in this tender document is given in good faith and meant to serve as a guide to enable the prospective bidders to submit their offer. It is, imperative that the Bidder shall obtain and examine, for himself, all the data, information and particulars required for the satisfactory execution of the work covered under the scope of tender.

2.3 Price bid will not be opened unless Preliminary & Technical Bids opening procedure has completed in all respects and bidder is found to have adequate experience and

resources for executing the Work. **The price bid of only technically successful bidders will be opened.**

2.4 The tender document and forms referred to in the tender, if not returned or if returned but not duly filled in (where required) and signed, will result in rejection of the tender.

3.0 Examination

3.1 The Bidder would carefully examine the tender document including all amendments/addendum and corrigendum, if issued, and other details relating to the work and acquaint him fully with all the conditions and matters therein, which may, in any manner, affect the work and the cost thereof.

3.2 The Bidder would obtain all information as to risks, contingencies, responsibilities and other circumstances which might influence or affect his tender, the progress and performance of the contract and to have taken into account all conditions and matters that may affect his works under this tender and cost thereof.

3.3 The Bidder would be deemed to have visited the project site and its surroundings, carefully examined and satisfied himself about the existing site conditions, availability of local facilities, means of transport etc. and to have quoted rates, taking into consideration all such conditions and matters, which may, in any manner, affect the work and the cost thereof.

3.4 The Bidder would be acquainted himself with all Government, Mining and Labour laws, statutes, regulations, rules or notifications relating to taxes, levies and other charges relating to the work at the site or otherwise as applicable from time to time.

3.5 Any neglect or omission or failure on the part of the Bidder in obtaining necessary and reliable information upon the foregoing or any other matter affecting the tender, shall not absolve him of any risk or liabilities or responsibilities for completion of the entire work in accordance with the terms and conditions of the tender document.

4.0 Any conditional tender will be rejected outright and no claim whatsoever in respect thereof shall be entertained.

5.0 The Management of GMDC reserves the right to reject / cancel any or all tenders without assigning reasons and to negotiate with any Bidder for more favourable rates. Each and every page of the tender document along with bids supporting documents shall be signed by the Bidder with his usual signature. All signatures should be dated and Company's seal shall be affixed below it.

6.0 Submission of False or incorrect information, history of delaying in completion of work, reports of unprofessional conduct among other things shall be sufficient grounds for disqualification in technical bid.

7.0 GMDC reserves the right to ask any information during the currency of tender.

8.0 GMDC may, at its discretion, extend the deadline for the submission of the bids.

9.0 Bidder shall bear all costs associated with the preparation and submission of its bid, and the GMDC will in no case be responsible or liable for these costs or postal delay.

10.0 Bids with joint venture agencies will not be accepted and supplier may not assign their work to other third party.

11.0 All applicable taxes and duties etc. towards Supply as well as Erection and commissioning shall be reimbursed as per prevailing rules. TDS will be deducted from the bills as per prescribed rule.

12.0 Validity of the offer: The bidder should agree that the rate submitted shall remain valid for a period of 180 days from the date of the opening of the tender.

Application expressing interest by the Bidders:

Date:

To,

**Chief General Manager
Gujarat Mineral Development Corporation Limited,
“Khanij Bhavan”, 6th floor, “A” wing”, 132 ft. Ring road,
Nr. University Ground, Vastrapur, Ahmedabad – 380 052**

e-Tender No. – **GMDC/ENV/03/2018-19**

Subject: Annual Rate Contract for Supply of Chemicals for Effluent Treatment Plants situated on various projects of GMDC in Gujarat.

Sir,

I/We are interested in participating in the above e-tender for Annual Rate Contract for Supply of Chemicals for Effluent Treatment Plants situated on various projects of GMDC in Gujarat.

I/We have adequate experience in supply of chemicals and have adequate infrastructure, equipments, laboratory facilities and funding at our end to execute the work. I/We have sound financial position to fulfill any additional requirement if required to carry out the work to the entire satisfaction of the GMDC as well as for regulatory agencies. I/We shall make our own arrangement for the completion of subjected work.

Thanking you.

Yours faithfully,

[Authorized Signatory, Stamp]

On Bidders Letter Head

FROM:

LETTER NO.:

DATE:

To,
Gujarat Mineral Development Corporation Ltd.,
Khanij Bhavan, 132 Ft. Ring Road,
Near University Ground, Vastrapur,
Ahmedabad – 380052, Gujarat.

Sub. : Tender Fee for Annual Rate Contract for Supply of Chemicals for Effluent Treatment Plants situated on various projects of GMDC in Gujarat.

e-Tender No. – **GMDC/ENV/03/2018-19**

Dear Sir,

With reference to above, and as per terms & conditions of Tender, we are sending herewith DD No. _____ Dated _____ Name of the Bank and Branch, _____ for Rs. 5900/- [Rs. Five Thousands and Nine Hundred only] including GST is being the amount of Tender fee.

Thanking you,

Yours faithfully,

Name / Signature & Stamp

On Bidders Letter Head

FROM:

LETTER NO.:

DATE:

To,
Gujarat Mineral Development Corporation Ltd.,
Khanij Bhavan, 132 Ft. Ring Road,
Near University Ground, Vastrapur,
Ahmedabad – 380052, Gujarat.

Sub. : EMD for Annual Rate Contract for Supply of Chemicals for Effluent Treatment Plants situated on various projects of GMDC in Gujarat.

e-Tender No. – **GMDC/ENV/03/2018-19**

Dear Sir,

With reference to above, and as per terms & conditions of Tender, we are sending herewith DD No. _____ Dated _____ Name of the Bank and Branch, _____ for Rs. 9,00,000/- (Nine Lakhs) being the amount of EMD for participation in bids.

Thanking you,

Yours faithfully,

Name / Signature & Stamp

On Bidders Letter Head
DECLARATION

FROM:

DATE:

To,
The Managing Director,
Gujarat Mineral Development Corporation Ltd.,
“Khanij Bhavan”, 132 ft. Ring Road,
University Ground, Vastrapur,
Ahmedabad – 380 015

Dear Sir,

Subject: **Annual Rate Contract for Supply of Chemicals for Effluent Treatment Plants situated on various projects of GMDC in Gujarat.**

e-Tender No. – **GMDC/ENV/03/2018-19**

I/We here be solemnly declare that any of our Directors or Partners, jointly or severally and/or individually or our firm / company have not been black listed by the Central/Gujarat Govt. or its undertakings.

I/we here by further declare that, if the declaration is found untrue, the GMDC shall be entitled to take any action against us severally and/or individually or our firm/company in this regard in any manner that may be deemed fit by GMDC.

Yours faithfully,

Signature and Stamp of the Bidder

**Gujarat Mineral Development Corporation Limited,
“Khanij Bhavan”, 6th floor, “A” wing”, 132 ft. Ring road,
Nr. University Ground, Vastrapur, Ahmedabad – 380 052**

1.0 NOTICE INVITATION TO BIDDER:

- Gujarat Mineral Development Corporation Ltd. (GMDC) invite bids from reputed financially and technically sound, QCI-NABET accredited EIA experienced Consultants for **Annual Rate Contract for Supply of Chemicals for Effluent Treatment Plants situated on various projects of GMDC in Gujarat.**
- GMDC reserves the right to reject any or all the TENDER or split the work between more than one bidder without assigning any reason thereof.

LOCATION AND DESCRIPTION OF THE SITE:

Sr. No	Name of the project / Effluent Treatment Plant
1.	Lignite Project, Mata-No-Madh, At & Po: Ravapar, Tal: Nakhatrana, Dist ; Kutch, Gujarat-370625, Phone No.: 02839-291403, Fax: 02839-291407 Email: matamadh@gmdcltd.com
2.	Lignite Project, Umarsar, Vill: Umarsar., P.O-Ghaduli, Tal-Lakhpat, Kutch, Gujarat-370627, India, Phone No.: , Fax: , Email: umarsar@gmdcltd.com
3	Lignite Project, Bhavnagar, Opp. IOC Bottling Plant, Ghogha Road, Vill : Tagdi, Post: Malpar, Dist : Bhavnagar, Gujarat-364002, Phone No.: 0278 - 2883100, Fax: 0278 - 2883802, Email: bhavnagar@gmdcltd.com
4	Lignite Project, Rajpardi, Tal : Jhagadia, Dist : Bharuch, Gujarat-393115, Phone No.: 02645- 240185, Fax: 02645-240167, Email: rajpardi@gmdcltd.com
5	Lignite Project, Tadkeshwar, Tal : Mandvi, Dist : Surat, Gujarat-394170, India, Phone No.: 02623-233948, Fax: 02623-233052, Email: tadkeshwar@gmdcltd.com

3.0 QUALIFICATION CRITERIA:

- 1) Bidder should have Manufacturer / Authorized Dealer / Supplier.
- 2) Bidder should provide Certificate of analysis of all the chemicals.
- 3) Bidder should mention Make and Purity of chemicals proposed along with Bid.
- 4) Experience of having successfully achieved order for the supply of any chemical (or total of all chemicals) within last 4 years ending on 31/03/2018 as per followings:

- (i) Three similar orders of any one or total of all require chemical(s) not less than equal to 40% of total requirement of chemicals i.e. total of quantity of desired chemicals all the three orders should not be less than 40% of total quantity of all chemicals require here.
- (ii) Two similar orders of any one or total of all require chemical(s) not less than equal to 50% of total requirement of chemicals i.e. total of quantity of desired chemicals all the two orders should not be less than 50% of total quantity of all chemicals require here.
- (iii) One similar order of any one or total of all require chemical(s) not less than equal to 80% of caustic soda lye requirement of chemicals i.e. total of quantity of desired chemicals one order should not be less than 80% of total quantity of all chemicals require here.
- (5) Bidder should supply any of chemical to at least one Government Organization / PSU.
- (6) For Caustic Soda Lye, supply must be require in 50 Kgs. Jerry Cans and bidder should mention Make and Purity on every jerry can.
- (7) Site visit of all the projects by the bidder before bidding is compulsory to know the actual conditions / situations of project.
- (8) Average Turnover of bidder last three year (up to March 2017) should not be less than 85 Lakhs.
- 9) Bidder should not have negative net worth in last three years (up to March 2017).

4.0 YEARLY REQUIREMENT OF CHEMICALS FOR ALL 5 PROJECTS:

SR. NO.	DESCRIPTION	QUANTITY	UNIT
1.	CAUSTIC LYE	680000	KG
2.	POLY ALUMINIUM CLORIDE POWDER	8500	KG
3.	POLY ELECTROLYTE POWDER	8500	KG
4..	REFRECTORY MICRO SAND	212500	KG
5.	CHELATING	6800	KG

Note: Above quantity is given considering the consumption for all the five projects and project wise quantity shall be assigned as per requirement during the execution of ARC; therefore, bidder has to note down it before bidding the price.

5.0 TECHNICAL SPECIFICATION OF CHEMICALS:

1) CAUSTIC SODA LYE:

SR. NO.	CHARACTERISTICS	VENDOR OFFER
1	Sodium Hydroxide (as NaOH) - Minimum 47%	
2	Specific Gravity - 1.48	
3	Sodium Carbonate (as Na ₂ CO ₃) - Maximum 0.40%	
4	Chloride (as Cl ⁻) -Maximum 0.015%	
5	Iron (as Fe ⁺⁺⁺) - Maximum 10 ppm.	

6	Silicate (as SiO ₂) percent by mass - Max 0.01	
7	Copper (as Cu) ppm - Max 10	
8	Manganese (as Mn) ppm , Max – 0.5	
9	Chlorate & perchlorate (as NaClO ₃), ppm – Max 40	
10	Matter Insoluble in water, percent by mass , Max -0.025	
11	Total mercury (as Hg), ppm – Max 0.01	
12	It should be completely Mercury Free.	
13	It should be pure, clear and colourless liquid.	
14	Quality Test Certificate to be submitted.	
15	MSDS of material at the time of supply of chemicals shall be require	

2) POLY ALUMINUM CHLORIDE:

Sr. No.	CHARACTERISTICS	VENDOR OFFER
1	Aluminum (as Al ₂ O ₃) – Minimum 28%	
2	Insoluble – Maximum 0.10%	
3	Sulphate as SO ₄ – Maximum 10%	
4	pH (5% Solution) – 2.5 to 4.5%	
5	Quality Test Certificate to be submitted.	
6	MSDS of material at the time of supply of chemicals shall be require.	
7	It should be highly stable.	
8	Caution: Acidic & Hygroscopic (Powder) in nature. HB: High Basicity.	

3) POLY ELECTROLYTE

Sr. No.	CHARACTERISTICS	VENDOR OFFER
1	Anionic Type.	
2	Bulk Density Gm/MI – 0.6 to 0.8	
3	pH of 0.2% solution – 7.0 to 9.0	
4	BF Viscosity of 0.2% aq. solution (2,60) at 25 0C, cps – 200 + 40	
5	Shelf Life – 1 year in the air tight packing.	
6	Dosing Rate to be provided by supplier based on Jar Test done by him at individual project.	
7	MSDS of material at the time of supply of chemicals shall be require.	

4) CHELATING AGENT

SR. NO.	CHARACTERISTICS	VENDOR'S OFFER
1	Capable to coordinates with a metal to form a chelate, often used to trap or remove heavy metal ions.	
2	Appearance : Colourless or transparent liquid	
3	Active content (HEDP) : 58.0-62.0	
4	Phosphorous Acid (as PO33) % : 2.0 max	
5	Phosphoric Acid (as PO43) % : 0.8 max	
6	Chloride (as Cl) % : 1.0 max	
7	pH (1% solution) : 2 max	

8	Chelating Value : 500 ±50	
9	Density (20 0C) g/cm3 : 1.40	
10	Fe, Mg/L : 10 max	
11	Colour, APHA (Hazen) : 40 max	
12	pH Stability : @pH 2 to 10	
13	Temperature Stability : @85°C	

5) REFRACTORY MICROSAND:

S. NO.	CHARACTERISTICS	VENDOR OFFER
I	Physical Properties	
i)	Fusion Temperature :- 600°C	
ii)	Bulk density(gms/cc) :- 1100-1200Kg/m ³	
iii)	Appearance :- Lt .Yellowish Brown Powder	
II	Chemical Properties	
i)	Silica (SiO ₂) – 55%	
ii)	Alumina (Al ₂ O ₃) – 35%	
iii)	Iron (Feo) – Nil	
III	Particle Size	
i)	Maximum Particle Size :- 0.15mm	
ii)	Minimum Particle Size :- 0.12mm	
IV	pH Stability	
i)	pH 1.0 to 14.0	
V	Soluble Property	
i)	Water insoluble	

General terms and Conditions:-

1. Loading, Transportation up to the projects and unloading on GMDC projects shall be in the scope of supplier only.
2. Supplier should provide:
 - Caustic Lye in 50 liters capacity good quality Blue HDPE Jerry Cans.
 - Poly Aluminum Chloride in 25 or 50 Kgs. Bag.
 - Poly Electrolyte in 25 or 50 Kgs. Bag.
 - Chelating Agent in between 25-75 Kgs. capacity good quality HDPE Cans.
 - Refractory Micro Sand in 25 or 50 Kgs. Bag.
3. Supplier Should Provide Jar test of Poly Electrolyte.
4. Rates to be submitted exclusive of GST.
5. China make not allowed.

6.0 PAYMENT TERMS:

Payment shall be released as per actual invoice within 30 days after the receipt of chemicals on project.

7.0 COMMENCEMENT OF WORK AND VALIDITY OF ARC:

The commencement of work will be considered from 15th day of issuance of work order or earlier as per the instruction of GMDC. The supplier has to submit detailed schedule as per given guidelines within 15 days or early from the date of issuance of work order. However, if delay is caused by factors beyond reasonable control of the supplier, GMDC may consider such delay favourably. Annual Rate Contract shall be valid for 12 Months from the date of 1st receipt of Chemicals at GMDC project.

8.0 TAXES, DUTIES & LEVIES AND STATUTORY OBLIGATIONS:

All applicable taxes and duties etc. shall be paid additional as per prevailing rules.

“GST will be paid / adjusted / reimbursed to the contractors upon submission of proof as per prevailing rates & rules to the extent directly related to the services rendered by the contractor under the said contract subject to production of documentary proof and party will mention the GST amount separately in the invoice / bill after considering the abatement, if any.

Any other fresh imposition or variation in existing taxes or levies during the currency of the contract by the Govt. if applicable after submission of the bid and payable by the Contractor, shall be reimbursed by GMDC at actual subject to submission of documentary proof of having remitted the same and to the extent directly related to the services rendered by the Contractor under this contract. This shall be subject to submission of documentary proof clearly mentioning the name of work and respective RA Bill No.

TDS will be deducted from the bills as per prescribed rule.

9.0 SUBLETTING OF THE WORK:

Supplier will not sublet the work to any other agency.

10.0 TENDER FEE AND EARNEST MONEY DEPOSIT:

- (a) A non-interest bearing DD of **TENDER Fee of Rs. 5000/- (Five Thousands only) + GST of Rs. 900/- (Nine Hundred only) (18% of tender fee), totalling to 5000 + 900 = 5900/- (Rs. Five Thousands Nine Hundred only) and Earnest Money Deposit of Rs. 9,00,000 (Nine Lakhs)** shall be submitted along with desired form provided with tender in separate sealed cover super scribed “**TENDER / EMD Fee**” in favour of GMDC Ltd. payable at Ahmedabad from banks approved by Govt. of Gujarat from time to time (except co-operative bank) in the form and manner acceptable to the GMDC. Any pending dues against invoice or any other deposit lying with the GMDC will not be

adjusted against Earnest Money Deposit. Any Tender submitted without Earnest Money shall be summarily rejected and no claim shall be entertained on such rejected tenders.

- (b) The unsuccessful bidders will be refunded the only EMD amount by way of crossed cheque within 30 days.
- (c) Tender Fee is non refundable and EMD of supplier will be refunded after the receipt of Security Deposit on receipt of written request.
- (d) If the supplier does not accept the LOI / work order issued by G.M.D.C., then EMD amount paid by the bidder will be forfeited.
- (e) EMD will not bear any interest.
- (f) Liquidated damages may be recovered from EMD.

11.0 SECURITY DEPOSIT:

- (a) The contractor shall have to deposit Security Deposit @ 5% of the total contract value as per the requirement given in LOI before the receipt of work order by way of DD / Bank Guarantee in favour of GMDC Ltd. payable at Ahmedabad from banks approved by Govt. of Gujarat from time to time (except co-operative bank) in the form and manner acceptable to the GMDC.
- (b) If the contractor does not pay Security Deposit or does not fulfil any of the terms & conditions of this e-Tender, Earnest Money Deposit paid by such supplier shall be liable to be forfeited by the GMDC.
- (c) Security Deposit paid by the contractor shall be liable to be forfeited by the GMDC, if he is not adhere to maintain the terms & conditions of the e-Tender.
- (d) Security Deposit paid will be refunded within 3 months after the completion of the work satisfactorily.
- (e) Security Deposit shall not bear any interest.
- (f) GMDC reserves the right to recover the charges or the penalty from the Security Deposit in the following circumstances:
 - (i) If supplier cause any damages or destroy any property belonging to GMDC.
 - (ii) The shortfall amount of all compensations, penalties and other sums of money payable by your entity or recoveries to be made under the terms of this contract which is due but not paid by the supplier in full etc.

12.0 NO RELAXATION OF EMD/SD.

No relaxation will be made for EMD / SD.

13.0 ACCEPTANCE OF LOI:

If the contractor does not accept the Letter of Intent issued by GMDC, the EMD paid by him will be forfeited.

The order will be awarded to the technically and commercially qualified and responsive supplier, who bid in conformity of the requirement of the specifications of the tender document. A responsive Bid is one which accepts all the terms and conditions of the specifications and tender documents without any major modifications. A major modification is one which affects in anyway the prices, quality, quantity or which limits in any way the responsibilities or liabilities of the supplier or any right of the Tenderer (GMDC).

14.0 LIQUIDATED DAMAGES:

The supplier will be required to complete the entire job to the satisfaction of GMDC". In case the supplier fails to complete the work in the event on utmost satisfaction of GMDC, liquidated damages @ 1% per week (more than 3 days will be counted as one week) of the total work to a maximum of 10% of the total contract value payable shall be levied on the supplier. GMDC shall be entitled to deduct such damages from the dues that may become payable to the supplier.

15.0 ACCEPTANCE OF GENERAL TERMS & CONDITIONS:

The bidder should unconditionally accept all the terms and conditions of the contract by signing & stamping on each page of the technical bid document of the tender including the annexure.

16.0 BLACK LISTING OF THE BIDDER:

The Bidder or its directors should not have been black listed by any Government Organization, or any litigation be pending against any of them. The bidder will submit declaration to this effect along with the technical bid. If at any time such declaration is found false, the bid will be rejected or if the contract work is already awarded, it will be terminated forthwith without payment of any compensation and the EMD/SD will be forfeited.

17.0 NON FULL FILAMENT OF TERMS & CONDITIONS & TERMINATION OF THE CONTRACT:

If the supplier fails to carry out the work as per terms and conditions of the contract to the satisfaction of GMDC, GMDC shall be entitled to terminate the contract and forfeit the EMD / Security Deposit paid by the supplier.

If required, for any reason, GMDC reserves right to cancel, terminate, amend and / or alter the contract and / or bifurcate and / or reduce the contract work at any time without giving any notice to the supplier without incurring any responsibility.

18.0 JURISDICTION:

The Court at Ahmedabad in Gujarat State only will have jurisdiction to deal with and decide any legal dispute or contravention between the parties hereto.

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

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

19.0 ARBITRATION:

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

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

20.0 FORCE MAJEURE:

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

Natural phenomena such as Flood, Draughts Cyclone, Earthquake and Epidemics, Declaration of war.

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.

b) The supplier will advise, in the event of his having resort to this clause by a registered letter duly certified by the statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition. In the event of delay lasting over two months, if arising out of Force Majeure, the contract may be terminated at the discretion of the GMDC.

c) For delay arising out of Force Majeure, the supplier will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of force Majeure and neither GMDC nor the supplier 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.

If any of the force majeure conditions exists in the place of operation of the supplier 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.

d) The supplier of the GMDC shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time given

though such cause any occur after your company's performance of his obligations has been delayed for other causes.

However, in no case, GMDC will pay any compensation towards force majeure period nor any compensation will be paid for idle machinery and manpower.

Supplier will abide by all the statutory regulations applicable at the project e.g. Mines Act, Factory Act and other related Law & Regulations etc.

Supplier is abide by all the conditions of this e-Tender as well as the terms and conditions mentioned in the tender document published for this work.

The work carried out during the Monsoon period may be take care off.

STATUS OF BIDDER FOR e-TENDER NO. – GMDC/ENV/03/2018-19

Name of the Bidder	
Full Address	
Telephone No.	
Fax No.	
E-Mail Address	
Name and Designation of Authorized person	
Copy of last three years (ended on 31/03/2017) Balance Sheet	
Name of bankers with full address and telephone no.	
Details of PAN No. (Please attach copy)	
GST Registration Details with copy of certificate.	

Note: Bidders are requested to submit supporting documents duly signed and stamped for above asked.

Annexure – II

**DETAILS OF RELEVANT WORK CARRIED OUT BY THE BIDDER FOR e-TENDER
NO. – GMDC/ENV/03/2018-19**

S. No.	Contract No. & Date / Year	Client	Details of work	Value of work	Completion period as per contract	Actual date of completion	Remarks

Note: Bidders are requested to submit supporting documents like copies of work orders & / or completion certificate.

PRICE BID**FOR e-TENDER NO. – GMDC/ENV/03/2018-19**

Sr. No.	Description of Project	Caustic Lye	Poly Aluminium Chloride	Poly Electrolyte Powder	Refractory Micro Sand	Chelating Agent
		(i)	(ii)	(iii)	(iv)	(v)
1	Total Quantity require in KG/Annum.	680000	8500	8500	212500	6800
2	Basic Price Rs. per Kg (including packing, loading, Transportation and unloading at project with transit insurance etc.)					
3	Total Price for Annual proposed Quantity (1 x 2)					
GRAND TOTAL OF ALL CHEMICALS 3 (i) + (ii) + (iii) + (iv) + (v)						

Note: 1] Price to be given in Rs. only.

2] L1 Bidder shall be considered based on lowest price received in Grand Total given above in this price bid.

3] L1 Bidder shall be responsible to supply the desired quantity of chemicals on the desired project @ price per kg quoted in this price bid.

4] Price should be exclusive of GST which shall be paid additional as applicable.

5] No price escalation shall be considered during the contract period.

DECLARATION

(On letter head of the Bidder)

FROM:

DATE:

To,
The Managing Director,
Gujarat Mineral Development Corporation Ltd.,
“Khanij Bhavan”, 132 ft. Ring Road,
University Ground, Vastrapur,
Ahmedabad-380015

Subject: Annual Rate Contract for Supply of Chemicals for Effluent Treatment Plants situated on various projects of GMDC in Gujarat.

Dear Sir,

I/we here by solemnly declare that any of our Directors or Partners, jointly or severally and/or individually or our firm/company have not been black listed by the Central Govt. or the State Govt. or its undertakings.

I/we here by further declare that, if the declaration is found untrue, the GMDC shall be entitled to take any action against us severally and/or individually or our firm/company in this regard in any manner that may be deemed fit by GMDC.

Yours faithfully,

Signature and Stamp of the contractor