



**GUJARAT MINERAL DEVELOPMENT CORPORATION LTD.**

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

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

Tender No	<b><u>GMDC: PD:BVN:LMT:02A:2018-19</u></b>
Subject:	Fabrication, supply and transportation work of 20 Ft height MS fabricated lighting movable towers -10 Nos. (As per attached Drawing) including labour & transportation charges for lignite project, Bhavnagar.

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### E-TENDER NOTICE

**E-Tender No: GMDC: PD:BVN: LMT :02A: 2018-19**

Sr. No.	Description	Details	
1	Scope of the work	Fabrication, supply and transportation work of 20 Ft. height MS fabricated lighting movable towers 10 Nos. (As per attached Drawing) including labour & transportation charges for lignite project, Bhavnagar.	
2	Location	Bhavnagar Mines , Village :Tagadi, Post: Malpar, Dist:Bhavnagar	
3	Tender Processing Fee (The tender fee is non-refundable.)	Rs. 500/- plus GST @18% Tender Processing fee must be paid DD/ Pay Order at GMDC Ahmedabad Office.	
4	Earnest Money	Rs. 35,000/- ( Rs. Thirty Five Thousand ) in the form of Demand Draft <i>in favor of GMDC Limited</i> , Ahmedabad from banks approved by Govt. of Gujarat from time to time (except Co-Operative Bank).	
5	Security Deposit	10% of the contract value in the form of Account Payee Demand Draft or Bank guarantee from banks approved by Govt. of Gujarat from time to time (except Co-Operative Bank) in favor of GMDC Limited, Ahmedabad	
6	Time of Completion of work.	45 days from the date of LOI	
7	Last date & time for submission of TENDER online	20/09/2018	Before 18: 00 Hrs.
8	Last date for submission of Tender fee, EMD and for other documents in person/ post	24/09/2018	Before 18: 00 Hrs.
9	Verification of submitted documents (EMD, tender fee etc)	25/09/2018	after 16: 00 Hrs.
10	Opening of technical bids at GMDC HO, Ahmedabad.	25/09/2018	after 16: 00 Hrs.
11	Date and time of Price Bid opening of on line tender	System generated e -mail will received to all participant from n-procure system on opening of price bid.	
12	Place for Price Bid opening of on line tender	GMDC Ahmedabad Office	
13	Refund of Security Deposit	After 03 (Three) months of successful Completion of said work	

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



**GENERAL MANAGER (Power)**

Gujarat Mineral Development Corporation Ltd.(A Govt. of Gujarat Enterprise)  
“Kanij Bhavan”, 132 Ft. Ring road, Nr. Manav Mandir, University Ground, Vastrapur,  
Ahmedabad-380 052 Ph: 079 27913200/3502/1662/1665 Fax no: 079  
27911822/2791 1520

E-mail: [power@gmail.com](mailto:power@gmail.com) , Visit our web site: [www.gmdcltd.com](http://www.gmdcltd.com) and  
<https://gmdc.nprocure.com> Phone : (079) 27913200 Fax : (079) 27911822

**SUBMISSION OF TENDER:**

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

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

(n)code Solutions-A Division of GNFC Ltd,  
(n)procure cell 301, 3rdfloor,

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



**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 conform to the scope of the work and work to the best of the efforts to complete the work as per the expected schedule provided by them.
4. GMDC reserves the right to reject any or all of the bids or accept any of the bids in part or full
5. The bid shall be evaluated only for the bidders who meet the eligibility criteria.
6. If required the Bidders may visit the site along with the tender copy, to study the project before submitting the offer.
7. No escalation in price / rate shall be given on any ground whatsoever in nature. Extension in time limit may be granted with an explicit understanding that no price escalation shall be given.
8. Contractor will have to submit three copies of the detailed bar chart for timely completion of the work.
9. Tenders will be opened in Two Bid system, i.e. Technical or Prequalification Bid and Price Bid. First the Technical or Prequalification Bid will be opened on the date of opening of the tender in the presence of the Bidders. The GMDC will scrutinize the same and the Price Bids will be opened only of those Bidders, who qualify themselves in Technical/ Prequalification Bid. The technically qualified Bidders (Prequalified Bidders) will be informed regarding the date, time and venue for the opening of the price bid.
10. The Bidder is required to submit the DD of EMD as per tender notice. It should be noted that if the demand draft of EMD is not submitted, the tender will not be considered for scrutiny and will be summarily rejected.
11. The Bidder will have to submit 'NO DEMAND CERTIFICATE' along with the final bill of the work, as per the Performa given in this document.
12. Contractor will have to enter in to the agreement with the GMDC on an appropriate stamp paper of Rs. 100/- (to be provided by the contractor) after accepting the Letter of Intent and having agreed to and accepted the terms and conditions of the tender.
13. No page from the tender documents shall be defaced or detached. Also no correction in the tender documents shall be made by the Bidder. Any comments which the Bidder desires to make, shall not be placed on the tender documents, but shall take the form of a separate statement, as brief as possible, and giving reference to pages and clauses of the tender documents.



**14. Tender documents consist of:**

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

**Note:** - These are to be complied by the Bidders, in case their tender is accepted. Submission of tender will be the conclusive evidence that the Bidder has fully satisfied himself as to the nature and scope of the work to be done, site conditions, and all other factors affecting the performance of the contract and the price and also as the terms and conditions of the contract.

Access to the site during tender period may be arranged by asking appointment on application to the GMDC. The tender notice along with the tender documents as detailed together with any other documents as may be hereafter mutually agreed to by the parties, will form the contract agreements referred to above

- 15.** Wherever the Bidder find any discrepancy, omission, ambiguity or conflict in or among the documents forwarded or be in doubt as to their meaning and interpretation; such matter should be called to the attention of the GMDC not later than 7 days period to the date of submission of tender. On receipt of such quarries the GMDC/consulting engineers will issue a clarifying bulletin which will also form a part of the contract. Neither the GMDC nor the Engineer-In-Charge/consulting engineer will be responsible for any oral instructions. The rates should be written both in figures and in words. In case of any difference between rates in figures and words, the rates in words will prevail.
- 16.** Bidders must disclose the names of their partners, if any, in the particular contract. Any Bidder failing to do so will render himself liable to have his earnest money deposit forfeited and the contract, if entered into, cancelled at any time during its currency.
- 17.** If it is found that two or more persons who are connected with one another either financially or as principal and agent or master and servant have tendered under different names for the same contract without disclosing their connections, then such tenders will be rejected and the earnest money deposit shall be forfeited. Any contract entered into under such conditions is also liable to be canceled.
- 18.** In case the 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 entering into the agreement.
- 19.** The Bidder must fill in all blank spaces in the form of tender and sign in long hand as and where shown and scan the same. Only the principal authorized to make the contract, should sign the tender, and execute the



contract on behalf of the Contractor.

20. The Bidder must be very careful to deliver a bonafied tender. Such a tender must propose any other condition than those laid down in this Document.
21. Any Bidder who proposes alterations to any of the conditions lay down, or which proposes any other conditions of any description whatever is liable to be rejected.
22. Incomplete tenders are liable to be rejected.
23. Date of start shall be reckoned from the date of the issue of Letter of Intent.
24. The Security deposit will be refunded after completion of contract period and NOC received from project.
25. Other terms and conditions of the tender shall be read and considered as a part of the tender documents.
26. The rates/prices quoted by the bidders will be final and any sort of escalation will not be considered.
27. Clarifications/queries if any by the bidder should convey by Fax/ E-Mail well in advance before 2 days of due date as mentioned in Tender Notice at the following addresses in a Cover, super scribing the name of work and due date.

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

28. Submission of false or incorrect information, history of delayed settle out of claims, reports of unprofessional conduct, among other things, shall be sufficient ground for disqualification in technical bid.

Signature & Stamp of the Bidder

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

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



### *General Terms and Condition*

#### **1.0 GENERAL**

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

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

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

#### **3.0 Submission of BIDS**

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

#### **4 Technical BID**

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

The technical bid should contain the following,

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

##### **4.2 Tender Processing Fees**

Rs. 500/- (Rupees. Five Hundred only) plus GST @ 18% Tender Processing fee must be paid DD/ Pay Order at GMDC Ahmedabad Office.

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



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

Rs. 35,000/- ( Rs. Thirty Five Thousand ) in the form of Demand Draft *in favor of GMDC Limited*, Ahmedabad from banks approved by Govt. of Gujarat from time to time (except Co-Operative Bank).

**Note:** - TECHNICALBID received without EMD will not be considered for evaluation. Any relaxation on submission of EMD is not allowed.

#### **5.0 PRICE BID**

Bidders shall submit their offer in electronic format shown on website as system generated e -mail will received to all participant from n-procure system on opening of price bid. Price bid offer in physical format will not be accepted and any such offer if received by GMDC will be out rightly rejected.

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

#### **6.0 BID OPENING**

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

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

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

#### **6.4 Validity of BIDS**

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

#### **7.0 INFORMATION REQUIRED IN THE BID**

**BIDS should include the following information.**

##### **7.1.1 Technical BID (Part I)**

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



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

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

- 1) BIDDER shall submit the time schedule for completion of the project.
- 2) All bid documents shall be signed by authorized person, authorization letter in favor of signatory shall be attached with the bid.
- 3) The work shall be carried out in best workmanship manner as per the technical specifications. Qualified and experienced engineer shall carry out the electrical work under his control.
- 4) The work shall have to be completed within the time limit, failing which, GMDC will impose liquidated damages as per prevailing norms of GMDC.
- 5) All testing equipments, tools, tackles and workmen required for carrying out the job shall be arranged by the contractor.
- 6) All safety precautions necessary shall be taken by the contractor for his work force working at site and transportation. GMDC in any way shall not be responsible for any compensation arising out of any damage caused to any of contractor during the work and transportation.
- 7) Any damage done to the property of GMDC by the contractor or his men while carrying out the work shall be made good by the contractor at his own cost.
- 8) If the contractor abandons the work or does not work as per schedule, GMDC shall get the work completed by any other agency at the risk and cost of the original contractor.
- 9) The validity of the offer for the work shall be 120 (One hundred twenty) days from the date of opening of Bid.
- 10) The tender received without Earnest money will be summarily rejected. The Earnest Money Deposit will be refunded to the unsuccessful contractors after an award of work has been finalized. The Earnest Money Deposit (E-Tender Guarantee) will be forfeited in the event, Contractor fails to accept the contract and fails to submit the “Security Deposit” to the GMDC as stipulated in this e -Tender documents within ten(10) days after receipt of notice of award of contract.
- 11) This job being directly related to immediate use after the installation, completion time is essence of the contract. Liquidated damages will be levied for delay in completion of work. The amount of penalty will be as per Clause No-25 (Liquidated Damage), which will be binding to the contractor.



- 12) GMDC shall have discretion to split the work between more than one bidder.
  - 13) The conditional offer will liable to be rejected.
  - 14) The Contractor shall have to pay the security deposit at the rate of 10% of the contract value in the form of Account Payee Demand Draft or Bank guarantee from banks approved by Govt. of Gujarat from time to time (except Co-Operative Bank) in favor of GMDC Limited, Ahmedabad having validity period of 03 months and enter into an agreement on stamp paper of Rs.100/- as per prevailing norms under labor contract. It shall be incumbent on the Contractor to pay the stamp duty and the legal charges for the preparation of the contract agreement.
  - 15) The rates shall be firm throughout the period of contract inclusive of supply of material, labor, loading, unloading at site and workshop. No price escalation shall be given on any ground whatsoever in nature.
  - 16) During the period of contract, no price variation will be paid.
  - 17) During the course of execution, GMDC shall not pay any amount towards extra item.
  - 18) As per rules, value of each Running Bill will be deducted against the TDS.
  - 19) The Contractor shall have to carry out the comprehensive annual maintenance work as per the "scope of work" mentioned in this tender. (if applicable)
  - 20) The Contractor shall have to submit the progress report thereof every week and all the activities shall be documented timely, which shall have to be submitted by the end of the project.
- 09** Certificate that the offer is in total conformity with TENDER and if not, list of deviations, of all aspects such as basis of quotation, technical bid, terms, guarantees, liabilities etc. under " Schedule of Deviations".  
I/We have read all of the above terms, conditions and specifications and agreed to carry out and complete the work accordingly.
- 10** The BID  
The Bidder shall quote rates as per attached Price Bid of this tender.(Electronic form only)Submission of price bid in physical format shall be liable to be rejected.
- 10.1** Certificate that price bid is valid for **120 days** from the BID closing date of the revised commercial BID (Stage-II).
- 10.2** Certificate that the price bid are firm and not subject to any change whatsoever including all taxes, work contract taxes, duties, levies etc. Any revision in Tax , duties , levies etc after price bid opening till contractual time will be to GMDC's account. Any changes beyond contractual period will be to bidder's account.
- 10.3 Accompaniments:**  
All BIDS must be completed in all respects and conform to GMDC's requirements set forth in TENDER. The contents of TENDER will be considered to have been read, understood and



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

#### **11.0 BID PREPARATION AND SUBMISSION EXPENDITURE**

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

#### **12.0 PARTICULARS RELATING TO BIDDERS**

**13.0** Year of establishment and incorporation certificate of the Company.

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

#### **15.0 BID**

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

#### **16.0 PRICE ADJUSTMENT / ESCALATION**

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

#### **17.0 SIGNING OF BIDS**

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

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

#### **18.0 BIDDER'S OBLIGATION**

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

#### **19.0 GMDC'S RIGHTS**

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



## **20.0 BID EVALUATION**

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

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

If Bidder fails to deposit Earnest Money Deposit, the bid submitted by bidder shall be rejected without seeking any further clarification.

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

### **TECHNICAL BID EVALUATION CRITERIA**

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

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

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

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



## **22.0 SECURITY DEPOSIT**

The Contractor is required to pay Security Deposit either in the form of Account Payee Demand Draft or Bank guarantee from banks approved by Govt. of Gujarat from time to time (except Co-Operative Bank) in favor of GMDC Limited, Ahmedabad for 10% of the contract price. The Security Deposit shall be refunded within a period of 03 (Three) months from date of completion of work subject to the condition that receipt of NOC from project.

The Security Deposit shall be furnished as per the format, enclosed herewith. The Demand Draft/Bank Guarantee shall be submitted within fifteen (15) days from the date of placement of order.

The Security Deposit will be forfeited if the work is abandoned before completion of contract.

The Security Deposit will not bear any interest thereon.

It shall be refunded to the Contractor within period of three months after satisfactory completion of the work and removal of equipment, tools tackles, camp site etc. and the due fulfillment of all the terms and conditions of the contract. The Contractor shall obtain "No Dues Certificate" and "Site Clearance" certificate to this effect from the General Manager [Project] / Project-in-Charge and shall submit the same to the General Manager [Lignite Project] at HO, who after verification of SD.

The contractor will also have to submit "NO DEMAND Certificate" along with the above mentioned certificate as per the Performa given in the tender document.

GMDC reserves the right to recover the charges or the penalty from the Security Deposit in the following circumstances-

- i. If the contractor or its employees 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 the contractor or recoveries to be made under the terms of this contract which is due but not paid by the contractor in full, etc.

## **23.0 SCOPE OF WORK**

- (1) Fabrication work of 20 Ft. height MS fabricated lighting movable tower as per attached Drawing - 10 Nos. including labour charges & transportation for lignite project, Bhavnagar.
- (2) If Contractor Wants to fabricate the above Towers at Our Lignite project, Bhavnagar in such case separate space with Power Supply arrangement shall be provided. However Contractor has to arrange for Welding Machine, Welding Electrodes and Other Tools and Tackles required for the job. A separate Energy Meter shall be fixed and Contractor has to pay the charges for the Electricity consumption for the above job on actual basis as per the prevailing rates of PGVCL.
- (3) Lodging and Boarding of required Staff shall have to be bear and arranged by the contractor.



**24.0 Special Terms & Condition, Instructions to Bidders**

**24.1 Time Schedule**

The period of contract shall be of 45 days from the date of issuance of LOI.

**24.2 Payment Terms**

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

Sr.	Activity	Payment structure
1	On successful completion of work and after receipt of work completion certificate from Project Authority	100%

**24.3** Variation in taxes, work contract taxes, duties, levies etc after award of job but within Time schedule mentioned in TENDER shall be to the account of GMDC. Any variation in taxes, work contract taxes, duties, levies etc beyond Time schedule shall be to BIDDER’s account.

**Submission of Final Bill**

- i. Final Bill will be submitted by the contractor at the office of the General Manager Power at corporate office in 2 copies

**25.0 Liquidated Damage:**

25.1 For any delay in completion of WORK solely attributable to Contractor beyond the agreed time schedule at the time of award of job, liquidated damages shall be levied at the rate of 0.5 % per week with cap of 10% of order value. More than 3 days shall be counted as one week.

25.2 Liquidated Damages may be recovered from the bill as well as from the Security Deposit.

**26.0 ASSIGNMENT**

Contractor shall not assign the WORK or any part thereof or any share or interest therein without the prior written consent of the GMDC. Contractor shall not sub-contract the whole or any part of WORK without the prior written consent of GMDC. On concurrence of GMDC, Contractor may sub-contract any part of WORK to any of its affiliates, in which event Contractor shall remain fully responsible

**27.0 DISPUTE RESOLUTION:**

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



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

## **28.0 LEGAL 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.

## **29.0 FORCE MAJEURE:**

- (a) Force majeure is herein defined as any cause which is beyond the control of the contractor or the GMDC as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:
- i. Natural phenomena such as flood, draughts Cyclone, earthquake and epidemics, declaration of war
  - ii. Acts of any government, including but not limited to war, declared or undeclared priorities, quantities, embargoes, providing either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such cases.
- (b) For delay arising out of Force Majeure, the contractor will not claim extension in completion date for a period exceeding the period of delay attributable of the causes of force Majeure and neither GMDC nor the contactor 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 contractor will advise, in the event of his having resort to this clause by a registered letter duly certified by the statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition. In the event of delay lasting over two months, if arising out of Force Majeure, the contract may be terminated at the discretion of the GMDC.
- (d) If any of the Force Majeure conditions exists in the place of operation of the contractor even at the time of submission of bid the will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.
- (e) Contractor or the GMDC shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/ or defined above. The date of completion will,, subject to hereinafter provided, be extended by a reasonable time given though such cause may occur after the performance of its obligations has been delayed for other causes.



### **30.0 COMPLETION OF WORK**

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

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

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



- (b) A Certificate to the effect that no outstanding claim / payments are due to the persons employed by the contractor or his sub contractor if permitted by GMDC including the Statutory payments, which have fallen due.
- (c) “No claim/demand” and “No dues” certificates.
- (d) Proof of depositing P.F. and other applicable statutory dues from time to time.

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

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

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



### 31.0 TAX LAWS

#### CONTRACTOR TO ABIDE BY FOLLOWING TAX LAWS:

The contract price is Exclusive of GST.

GST:-

- (i) GST shall be paid along with bills after fulfillment of following items.
- Submission of copy of registration certificate issued by GST authority (to be furnished only once).
  - Citing the GST registration no and date of issue of registration certificate on invoices.
  - GST will be paid/adjusted/reimbursed to bidder as per prevailing rates and applicable rules from time to time as per GST Act to the extent directly related to the services rendered by bidder under the said contract subject to production of documentary proof and bidder will mention the GST amount separately in the invoice/bill after considering the abatement, if any.
  - Proof of deposition/adjustment of GST should be provided within three months from the date of RA Bill in respect of related work. In case of non-submission/delay in submission of the proof of deposition/adjustment of GST, GMDC has right to reject the claim as per statutory provision applicable from time to time.

**(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)** The contractor 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

## **32.0 NON FULFILMENT OF TERMS & CONDITION**

- 32.1 If the Contractor fails to carry out the work as per terms and conditions of the contract to the satisfaction of the GMDC, GMDC shall be entitled to forfeit the security deposit paid by the Contractor. This however, shall not absolve the Contractor from his obligation to fulfill the contract. In such event, the GMDC shall have from his obligation to fulfill the contract. In such event, the GMDC shall have a right to complete and / or to get the work completed at the cost & risk of the Contractor shall be responsible to pay such cost incurred by the GMDC to complete the work and / or to get the work completed.
- 32.2 Likewise, if the Contractor does not fulfill the terms and conditions of the contract and does not carry out the work up to the entire satisfaction of GMDC, GMDC has the right to forthwith terminate the contract at its sole discretion, without assigning any reason. Under such events, the GMDC shall be entitled to forfeit the security deposit paid by the Contractor and the GMDC shall have a right to complete the work and / or to get the work completed at the risk and cost of the Contractor.
- 32.3 For any reasons, if it is required, the GMDC reserves 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 Contractor and without incurring any responsibility. For such cases, Contractor shall have to take away his labour, tools, tackles, machinery, equipments etc. and shall leave the site at once or shall have to carry out the instructions of the GMDC.
- 32.4 Submission of false or incorrect information, history of delayed settlement of claims, reports of professional misconduct among other things shall be sufficient ground for disqualification in any forthcoming tender of GMDC.



### **33.0 Right of GMDC after recession of WORK ORDER due to Contractor's fault.**

1. The Contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased any materials or entered into any commitment or made any advance on account of or with a view to the execution of WORK ORDER and Contractor shall not be entitled to recover or be paid any sum for any work there to be actually performed under the WORK ORDER, unless and until the GMDC shall have certified the performance of such WORK and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.
2. The GMDC shall, as soon as may be practicable after removal of the Contractor fix and determine exparte or after such investigation or enquiries as he may consider fit to make or institute and shall certify the amount (if any) that would reasonable accrue to the Contractor in respect of the WORK actually done.

### **34.0 MISCELLANEOUS**

1. The parties will do all such acts matters and things and will sign or execute and deliver all such documents as may in the reasonable opinion of the GMDC be necessary or expedient to further and more effectually carry into effect the provisions of WORK ORDER.
2. Each party will bear its own costs of and incidental to the negotiation preparation and execution of WORK ORDER.
3. Contractor shall be responsible to ensure that all persons employed by it or its affiliates for WORK in India and their dependents are physically fit. BIDDER will not be paid for any additional costs, such as evacuation or travel expenses of the replacements etc, incurred by the Contractor due to inadequate medical examinations of the employees.
4. Contractor shall be responsible for meeting the requirements of Factories Act, Workmen Compensation Act, and other Industrial/Labor Laws relating to employment of labor directly employed by it during the course of their employment under the WORK ORDER. Any damage to the Plants shall be borne by the Contractor.

### **35.0 NOTICES**

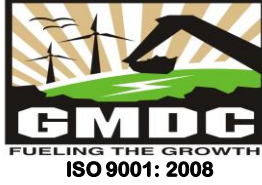
All notices shall be in writing and shall be given either personally or by registered post/courier, Fax or e-mail and shall be deemed adequately served as and when received by the party to be notified at its address set forth herein. Either party may, by written notices to the other, change its address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

GMDC Mailing Address

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

Contractor will have to enter in to an agreement within TWO Weeks, in prescribed GMDC format before commencement of Work.

Signature & Stamp of bidder



**GUJARAT MINERAL DEVELOPMENT CORPORATION LTD.**

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

**TECHNICAL BID**

**GMDC: PD:BVN: LMT : 02A: 2018-19**

Tender No	
Subject:	Fabrication, supply and transportation work of 20 Ft height MS fabricated lighting movable towers -10 Nos. (As per attached Drawing) including labour & transportation charges for lignite project, Bhavnagar.

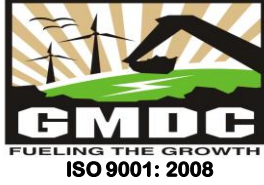
**Technical Deviation Sheet**

Clause in which deviation is requested	Deviation	Reason for deviation

Signature & Stamp of the Bidder

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

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



**GUJARAT MINERAL DEVELOPMENT CORPORATION LTD.**

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

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

**TECHNICAL DECLARATION SHEET**

.....  
Bidder's Name

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

Bidder's Name : .....

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



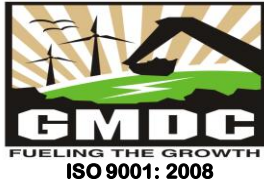
## GUJARAT MINERAL DEVELOPMENT CORPORATION LTD.

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

### PRICE BID

Tender No	<b><u>GMDC: PD:BVN: LMT : 02A: 2018-19</u></b>
Subject:	Fabrication, supply and transportation work of 20 Ft height MS fabricated lighting movable towers -10 Nos. (As per attached Drawing) including labour & transportation charges for lignite project, Bhavnagar.

Sr. No	Description	FIX firm Price
1	Fabrication, supply and transportation work of 20 Ft height MS fabricated lighting movable towers -10 Nos. (As per attached Drawing) including labour & transportation charges for lignite project, Bhavnagar.	
2	GST will pay extra at actual as per prevailing rates in INR	



**DECLARATION SHEET**

.....  
Bidder's Name

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

Bidder's Name : .....

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





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.	
f.	Schedule of Deviation attached?	
g.	Declaration I and II attached?	
h.	Payment terms accepted?	
i.	Penalty terms accepted?	
j.	The Bidder should heaving electrical work experience and well known of DGMS rules and regulation. And obtaining approval from DGMS will be in Bidders Scope. Proof of similar type of carried out should be attached along with the bid	
k.	Copy of electrical contractor license must be attached along with technical bid	
l.	Bidder should visit GMDC Site to ensure the actual work and quantity of work. No any other extra claim will be paid rather than above. Site Visit certificate is necessary. Without site visit certificate tender can not be consider.(Copy of the site certificated attached)	

Name & Signature of the  
Authorised Signatory

Seal of the Company  
Name of the Company  
Date



**Annexure—B**  
**Technical Specification**

<b>NAME OF WORK:- MAKING, FABRICATION, SUPPLY &amp; TRANSPORTATION OF 20FT HEIGHT MS FABRICATED LIGHTING MOVABLE TOWER INCLUDING LABOUR CHARGES for Lignite project, Bhavnagar.</b>						
<b>ABSTRACT</b>						
<b>MS STRUCTURE LIGHTING TOWER(Detailed Measurement)</b>						
<b>SRNO</b>	<b>DESCRIPTION OF ITEM</b>	<b>NO</b>	<b>L</b>	<b>W</b>	<b>T</b>	<b>REMARKS</b>
1	<b>Providing/Supply, fabricating and erecting of MS structure including cutting, welding etc.</b>					
	(i)MS 'C' channel at bottom frame	2	12ft	10inch	8mm	at bottom for shifting
	(ii)MS 'C' channel at bottom frame	2	5ft	10inch	8mm	at bottom for shifting(making frame)
	(iii)MS angle-verticalties	4	16ft	50mm	5mm	main vertical angle
	(iv)MS angle-diagonal ties	8	7ft	50mm	5mm	cross angle to give strength
	(v)MS angle-1st lift	4	3ft	50mm	5mm	horizontal angle at 1st lift
	(vi)MS angle-2nd lift diagonal	4	7ft	50mm	5mm	supporting angle
	(vii)MS angle - 2nd lift	4	2.5ft	50mm	5mm	horizontal angle
	(viii)MS angle	6	5ft	50mm	5mm	top side for grill fixing
	(ix)MS angle -diagonal ties	4	5ft	50mm	5mm	MS parapit at top
	(x)MS angle-vertical	4	2.5ft	50mm	5mm	MS parapit at top
	(xi)MS angle	4	4.5ft	50mm	5mm	supporting angle
	(xii)MS angle	2	16ft	50mm	5mm	for making of ladder( inside & out side)
	(xiii)MS angle	12	1.5ft	35mm	5mm	for making of ladder steps
	(xiv)MS angle -diagonal ties	4	4ft	50mm	5mm	diagonal ties
	(xv)MS angle	2	2.5ft	50mm	5mm	
	(xvi)MS plate	1	3ft	3ft	5mm	for mounting of panel for electrical supply
	(xvii)MS grill for walk way	2	4.5ft		5mm	walk way on top
	(xviii)MS grill for walk	2	2.5ft		5mm	walk way on top
	(xix)MS plate at 1st lift	1	3ft	3ft	5mm	horizontal fixing at 1st lift
	(xx)MS holed plate at 1st lift to be fixed at three sides	3	3ft	3ft	5mm	provision for fixing of control gears
	(xxi)MS V- pulley wheel-size-8inch	1				to be fixed at top for pulling of electrical accessories
	(xxii)MS plate	1	3ft	3ft	5mm	to be fixed at 1st lift for making of platform
2	Providing and applying two of red oxide coat & two coat of grey colour oil paint	10				all 10nos fabricated lighting towers should be painted
3	every fabricated lighting tower should be numbered from 1 to 10	10				for identification
4	Earthing point with GI 12mm nut/bolts isto be provided at two different places at bottom of tower	2				for eathing at bottom of tower
5	<b>total weight of fabricate d lighting tower(approximate)</b>	<b>650kg/lighting tower(approximate)</b>				

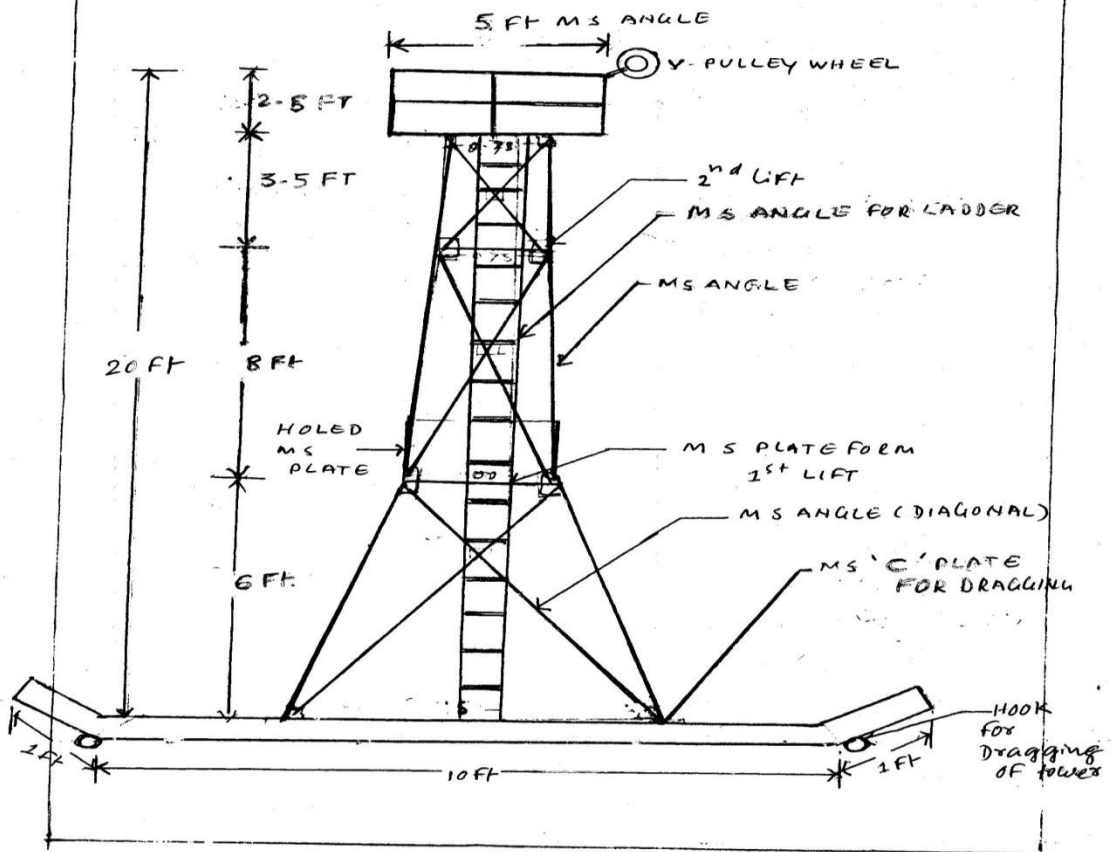


## **SPECIAL NOTE:**

- 1) Total approximate weight of fabricated lighting movable tower would be about 650 Kg/tower.
- 2) Every fabricated lighting movable tower should be numbered with black paint for identification, as suggested at the time of first inspection.
- 3) Heavy duty hooks are to be provided at both sides for dragging of fabricated lighting movable tower as shown in drawing.
- 4) 8” wheel pulley is to be provided at top of the fabricated lighting movable tower for pulling of lighting materials at top platform.
- 5) Earthing point with 12 mm GI nut/bolts is to be provided at two places at bottom of fabricated lighting movable tower for earthing of tower.
- 6) The equipment / materials supplied shall confirm to the latest edition of Indian / International Standards, **REC Standards**, Indian Electricity Rules, relevant code of practices and requirements of chief Electrical Inspector of Govt. of Gujarat.
- 7) Contractor has to inform after fabrication of one lighting fabricated towers for inspection for any changes if suggested & after first inspection other tower fabrication should be started.
- 8) *After* completion of inspection & approval all lighting fabricated towers should be send to our Bhavnagar project site by bidder own cost.
- 9) Bidder should visit GMDC Site to ensure the actual work and quantity of work. No any other extra claim will be paid rather than above. Site Visit certificate is necessary.

M.S FABRICATED LIGHTING TOWER

DRAWING





## Annexure - C

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

Letter No.

Date

From:

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

**SUB: -**

Dear Sir/ madam,

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

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

Yours faithfully,

Signature & Stamp of the Tenderer

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

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



## Annexure - D

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

Letter No.

Date:

From:

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

#### SUB: -

Dear Sir/ Madam,

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

I/we have deposited as Earnest Money Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_) by demand draft in your office which amount is not to bear any interest and I/we do hereby agree that this sum shall be liable to be forfeited by the Corporation at its sole discretion, in the event of your accepting my/our tender and I/we fail to execute the contract, when called upon to do so. It is understood by me/us that the lowest or any tender will not necessarily be accepted and that no reasons shall be given for such non-acceptance.

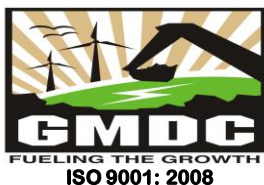
I/we agree to keep our offer open for 120 days or for a further period as would be desired by the Corporation from the date of opening of the tender. We agree to all the terms and conditions of the tender.

Yours faithfully,

Signature & Stamp of the Tenderer

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

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



## Annexure - E

### ARTICLES OF AGREEMENT

(DRAFT)

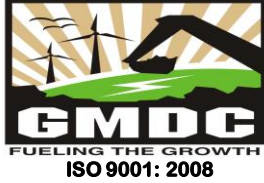
(NOTE: These Articles of Agreement shall be signed by the successful Tenderer (contractor) and the GMDCs on a Non-Judicial Stamp Paper of Rs.100/-; the Stamp Paper shall be bought by the Contractor).

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

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

#### NOW IT IS HEREBY AGREED AS FOLLOWS:

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



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

Signed by the said GMDC  
In Presence of

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

Occupation: -----

Signed by the said Contractor  
In Presence of

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

Occupation: -----



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

**UNDERTAKING**

Ref. No.

DATE:

To,  
GENERAL MANAGER (POWER),  
M/S. GUJARAT MINERAL DEVELOPMENT CORPORATION LTD,  
"KHANIJ BHAVAN", 132, FT. RING ROAD,  
NR. UNIVERSITY GROUND, VASTRAPUR,  
AHMEDABAD-380 052.

Dear Sir,

We M/s\_\_\_\_\_ hereby undertake that, we shall at all times, indemnify and keep indemnified that GMDC Limited from any and all liability for damages resulting from or arising out of or in any way connected with the operations covered by the tender No GMDC:

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

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

SEAL & SIGNATURE OF AUTHORITY



## Annexure -G

To be typed on Stamp Paper of Rs. 100.00

Same format for both the orders.

### BANK GUARANTEE FOR SECURITY DEPOSIT

BG No. \_\_\_\_\_ For Rs. \_\_\_\_\_

#### IRREVOCABLE BANK GUARANTEE

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

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

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

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

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



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

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

**SIGNATURE & SEAL OF BANKERS**



**Annexure - H**

<b>Sr. no.</b>	<b>Details of Bidders to be filliped are as under.</b>	
	Supplier Name ( Vendor Name)	
1	URL(Website Name)	
2	Address Line 1	
3	Address Line 2	
4	Address Line 3	
5	Address Line 4	
6	City	
7	State	
8	Postal Code	
9	Address Name( Site)	
10	Phone Area Code	
11	Phone Number	
12	Fax Area Code	
13	Fax Number	
14	Email Address	
15	CONTACT PERSON NAME	
16	Mobile no. of Contact Person	
17	GSTIN NUMBER	
18	PAN NUMBER	
19	Name of Bank	
20	Bank Account Number	
21	Address of Bank	
22	IFSC code	



**Annexure - I**

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

REF. NO.

DATE:

TO,

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

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

DEAR SIR,

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

KINDLY ACKNOWLEDGE THE RECEIPT AND SEND YOUR STAMPED RECEIPT FOR THE SAME. THANKING YOU,

YOUR'S FAITHFULLY,

If any of the persons engaged by the Successful bidder 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 Successful bidder shall replace them immediately

Signature & Stamp of the Tenderer

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

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