



GUJARAT MINERAL DEVELOPMENT GMDC LTD
(A Govt. of Gujarat Enterprise)

TENDER NO. : 20/STN/DHANGADHRA /COLOUR WORK/2018

Providing and Applying Colour work
to
Different Buildings/Structures at Stone Artisan Park,
Dhangadhra
Dist: Surendranagar

TECHNICAL BID-I

Khanij Bhavan, Near University Ground, 132 feet Ring Road
Vastrapur, Ahmedabad-380 052

Phone : (079) 27913200, 27913501 Fax No : (079) 27911540

Email: civil@gmdcltd.com Website: www.gmdcltd.com



NOTICE INVITING ONLINE TENDER

e-TENDER NOTICE

GMDC invites online e-Tender from reputed contractors for, Providing and Applying various Colour works to different Buildings/ Structures at Stone Artisan park , Dhangadhra (Site- 1 and 2) , Dist- Surendranagar .

Sr.no	Description	Details
1	e-Tender No.	20/STN/DHANGADHRA/COLOUR WORK/2018
2	Name of Work	Providing and Applying various Colour works to different Buildings/ Structures at Stone Artisan park , Dhangadhra (Site- 1 and 2) , Dist- Surendranagar
3.	Location of the Project	At Halvad Bypass Highway at Dhangadhara, Dist. Surendranagar . Gujarat
4	Total Estimated Cost	Rs. 9,77,290/--
5	Tender fee (Non Refundable)	Rs: 900/-+ 18 % GST= Rs.1062/- - by D.D.-DD should be in favour of 'GMDC Ltd' , payable at Ahmedabad of Nationalized Bank or from Bank approved by Govt. of Gujarat from time to time(except Co-Operative Bank) in the form and manner acceptable to the GMDC. Note: Bidder should mentioned their GST number in forwarding letter
6.	Earnest Money	Rs: 9,800/----- By D.D. should be in favour of 'GMDC Ltd' , payable at Ahmedabad of Nationalized Bank or from Bank approved by Govt. of Gujarat from time to time(except Co-Operative Bank)in the form and manner acceptable to the GMDC. It is to be enclosed along with technical bid only; failing which tender will not be considered as a valid tender. <u>NOTE: EMD submitted in any other form, except DD, will be summarily rejected).</u>
7.	Security Deposit	5 % of contract value (including EMD) in form of D.D, it should be in favour of 'GMDC Ltd' , payable at Ahmedabad of Nationalized Bank or from Bank approved by Govt. of Gujarat from time to time(except Co-Operative Bank).And to be submitted within 15 days on issue of LOI.



8	Retention Money	Retention money deposit will be deducted from RA bills @ 5 % of the value of the work amount, which will be released after one month from completion of the work.
9	Work Completion Time.	4 Months
10	Last Date and time for Downloading of Tender document.	Dt- 19/12/2018 up to 18.00 hours
11	Last date and time for On line submission of tender.	Dt- 19/12/2018 up to 18.00 hours
12	Last date for Submission of Tender fee, EMD and Supporting doc. for Tech. bid during office hours in person.	Dt- 20/12/2018 up to 18.00 hours Note: The tender documents submitted after due date will be not considered for scrutiny and outright rejected.
13	Date and time for opening of Technical bid	Dt- 21/12/2018 at 15.00 hours
14	Validity of Offer	180 days after opening of Price bid

1. **In case of any discrepancy, the tender notice (NIT- Notice Inviting Tender) published on “nprocure.com” shall prevail.**
2. The GMDC reserves the right to cancel the tender at any stage of tender process or reject any or all the tenders or split the work between more than one bidder without assigning any reason thereof.
3. Tender received without Tender fee and E.M.D. will be outright rejected.
4. The bidder is required to enclose the D.D. of Tender fee and E.M.D. amount in the sealed technical bid cover without fail. If demand drafts are not enclosed in the sealed technical bid cover then the tender will not be considered for scrutiny and will be summarily rejected.
5. Bidder registered either in DGS & D, SSI, and NSIC or in the Central/ State Govt. or Central / State Govt. undertaking is not exempted by this GMDC for paying EMD, SD etc. As well as no price preferences over the quoted rate will be considered.
6. Tender is in two bid system, i.e. Technical Bid and Price Bid. First the Technical bid will be opened .The same will be scrutinized by the GMDC and price bid will be opened only for those bidders, who qualify themselves in Technical bid.
7. The bidder is required to quote the rate strictly as per the terms and conditions mentioned in the Tender document. The conditional tender or tender submitted for part items will not be considered and shall be liable for outright rejection. If for any item, rates are not quoted then tender of same bidder may be out right rejected.



8. Agency should visit the each location of work where work is to be executed and understand feasibility, the scope of works before quoting the rates. After that nothing will be taken in consideration.
9. The tender documents submitted after due date will be not considered for scrutiny and outright rejected.
10. Tenders will be considered only of those parties having Provident Fund Number received from Regional Provident Fund Commissioner's office , GST no. and permanent Account Number of Income Tax and qualified as per Pre qualification criteria/bid.
11. Tender documents are only available in Electronic form. The bidder should submit all the forms electronically only.
12. Bidders who wish to participate in this tender will have to register on <https://gmdc.nprocure.com> . Further bidders who wish to participate in online tenders will have to procure Digital Certificate as per information technology Act 2000 using which they can sign their electronic bids. Bidder can procure the same from (n) code solution- a division of GNFC Ltd, who are licensed Certifying Authority by Govt. of India and they will assist them in procuring the same at below mentioned address. Bidders who already have a valid Digital certificate need not procure a new Digital Certificate.

(n) Code Solution

A division of GNFC

301, GNFC Infotower, Bodakdev,

Sarkhej- Gandhinagar highway,

Ahmedabad- 380 054

Tel: +91 26857316/17/18, Toll Free- 1-800-233-1-1 Ext: 501, 512, 516, 517

Fax: =91 79 26857321, E-mail: nprocure@gnvfc.net

Mobile: 9327084190, 98985889652

Sr. Manager [Civil]

GUJARAT MINERAL DEVELOPMENT GMDC LIMITED

(A Govt. of Gujarat Enterprise)

KhanijBhavan, Near University Ground, 132 feet Ring Road,

Vastrapur, Ahmedabad-380 052

Phone: (079) 27913200, 27913501 Fax No: (079) 27911454

Website www.gmdcltd.com



INTRODUCTION

The owner, M/s. Gujarat Mineral Development GMDC Limited, Ahmedabad (hereinafter referred to as Employer or Owner) invites e- tenders from experienced and financially sound contractor, who are in the field of civil construction work/ Colour Work in two bid system part I & II technical Bid/ PQ bid and Part II Price Bid, at KhanijBhavan, 132 Ft Ring Road, Nr. University Ground, Vastrapur, Ahmedabad 380 052.

Name of Work: Providing and Applying various Colour works to different Buildings/ Structures at Stone Artisan park , Dhangadhra (Site- 1 and 2) , Dist- Surendranagar .

The total estimated cost of proposed work is approximately Rs.9,77,290/--, including cost of all materials , consumable, man power, tools, tackles , equipment, mobilization , de mobilization , transportation ,safety measures etc. (excluding GST), to complete the work in all respect..

In view of the above and to get resourceful and experienced agencies (Contractors or Bidders), it will be necessary to get them pre-qualified for the work under reference on the basis of the documents submitted by the contractors as asked by GMDC .

With a view to select a competent agency for the subject work under reference the Tender Documents are placed on (n) procure management system. The Tender Documents include Technical Bid / Prequalification Bid. Only the tenders of the Bidders who are qualified in the Technical Bid / Prequalification Bid will be considered for further evaluation. The Bidders are requested to send all the required documents as mentioned in the Technical Bid / Prequalification Bid.

If required, inspection visit will be made by client for job of similar nature / construction work against the work under reference.

If two agencies will become L1 than ,the preference will be given to the agency who have higher turn over .

Decision of the GMDC Management regarding pre- qualification based on the documents furnished by the bidders contractors will be final and binding to all the bidders and no correspondence will be entertained from any of the bidders in this regard.

The GMDC reserves the right to reject any or all the Technical Bids for pre- qualification without assigning any reasons thereof.

The GMDC reserves the right to allot the work in parts to more than one agency whose Technical Bid is qualified for the work. All decision to award the work will be made by employer.

The Engineer in charge or any other Officer authorized by the GMDC is entitled to ask the contractor to discontinue any work which does not meet the expected and/or specified standards.

The selected Bidders will have to enter into an agreement with the GMDC on a stamp paper of Rs.100/- to be provided by the selected Bidders in the form approved by the GMDC covering all terms and conditions interlaid that are advertised and stated in this tender form and those which may be agreed upon or modified by both parties during subsequent correspondence / discussions / negotiations.



Chapter I

INSTRUCTIONS TO THE BIDDERS:

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 contact Manager (Civil) at the head office of the GMDC at Ahmedabad

THE TENDER & THE OFFER:

It is a three-bid system. The bid is required to be submitted on line at <https://www.nprocure.com> by the date and time prescribed in the tender notice as under:

Part – I Preliminary Bid

The DD details to be mentioned in on line where as tender fee and EMD to be submitted physically as per tender notice at GMDC Ahmedabad office.

Part - II Technical bid

Technical bid documents are to be submitted on line. However, the documents required to be submitted in support of experience, financial position, status of the bidder, machinery and equipment owned by the bidders etc. As well as tender fee and EMD in the desired form shall be placed in sealed cover super-scribed “TECHNICAL BID, Tender No. , and Name of work”, should be submitted separately at Corporate Office, Ahmedabad before stipulated time. During scrutiny of the Technical bid, if any shortfall details/ documents may be asked by mail or other means , then the same will have to be submitted within due date of time, otherwise tender will not be considered for further evaluation .

Part – III Price-bid

- To be submitted on line before the stipulated time.

Opening of bids

- a. e-tendering procedure is explained in detail in Chapter – II.
- b. **Preliminary bids will be opened after verification of receipt of payment towards Tender document fee and EMD.**
- c. On verification of the supporting documents, technical qualification, the successful bidders will be communicated the date and time of on line opening of price bids by fax or telephone or email. However, all the bidders will be able view the price bids online.

Corrigendum:

Sometimes issue of Corrigendum may be necessary to clarify doubts raised or to make some corrections. All such corrigendum shall be displayed on web site <http://gmdc.nprocure.com> only. The bidders are therefore advised to refer to this site from time to time to keep them updated.

CHAPTER- II



e- Tendering (Online Tendering) Instruction to Bidders

Further details of this tender are as under

1.0	<p>Particulars: Tender No-20/STN/DHANGADHRA/COLOUR WORK/2018</p> <p>Providing and Applying various Colour works to different Buildings/ Structures at Stone Artisan park , Dhangadhra (Site- 1 and 2) , Dist- Surendranagar ..</p>
2.0	Down loading of Tender Documents
2.1	Bid document will be available on web site up to date shown above
2.2	Bidders wishes to participate in this tender will have get them self-registered on web site https://nprocure.com
3.0	Digital Certificate
3.1	<p>Bidders who wish to participate in on line 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.</p> <p>Bidders can procure the same from any of the license certifying Authority of India or can contact (n) code solutions- a division of GNFC Ltd, who are licensed certifying Authority by Govt. Of India</p>
3.2	All bids should be digitally signed, for details regarding digital signature certificate and related training involved the below mentioned address should be contacted
	<p>(n) Code Solution A division of GNFC</p> <p>301, GNFC Infotower, Bodakdev, Ahmedabad- 380 054 Tel: +91 26857316/17/18 Fax: =91 79 26857321 E-mail: nprocure@gnvfc.net Mobile: 9327084190 , 98985889652</p>
3.3	Bidders who already have a valid Digital certificate need not procure a new digital certificate.
4.0	On line Submission of Technical & Price Bid
4.1	Bidders can prepare & edit their offers number of times before tender submission date & time. After tender submission date & time, bidder cannot edit their offer submitted in any case. No written or online request in this regard shall be granted.
4.2	Bidders shall submit their offer, i.e. Technical bid as per clause 5.1 of this chapter and Price bid in Electronic format on above mentioned website & date shown above after Digitally signing the same.



4.3	Offers submitted without digitally signed will not be accepted
4.4	Offers in physical form will not be accepted in any case
5.0	Submission of Tender Fees and other Documents .
5.1	Bidder shall have to submit D D for Tender fee, EMD and other documents as mentioned above in physical form so as to reach on date shown above, during office hours to Sr. Manager(Civil), Civil Department, GMDC Limited 'Khanij Bhavan' , 132'Ft ring road, Nr. University Ground, Vastrapur, Ahmedabad- 380 052 in person only . . Note: The tender documents submitted after due date will be not considered for scrutiny and outright rejected.
5.2	Bidder has to submit the document as said in 5.1 above and no other condition in any form shall be considered at all, at the time of evaluation of the tender, i.e. the bidder shall have to submit unconditional offer without differing from any of the tender condition.
6.0	Opening of Tender
6.1	Opening of bid documents will be held on Date & time shown as per NIT , in the office of GMDC Ltd, Sr. Manager(Civil), Civil Department, at 'Khanij Bhavan' , 132'Ft ring road, Nr. University Ground, Vastrapur, Ahmedabad- 380 052 .
6.2	After successful completion of Technical Evaluation, price bid of only those bidders would be opened online who are found to be substantially responsive
7.0	Contacting Officer
7.1	Further details / clarification , if any required, will be available from – Sr. Manager(Civil), GMDC Ltd, , Civil Department, at 'KhanijBhavan', 132'Ft ring road, Nr. University Ground, Vastrapur, Ahmedabad- 380 052 Ph no. 079- 2791 3200
7.2	In case bidder needs any clarification /assistance or if training required for participating in online tender , they can contact at following office
	(n) Code Solution-A division of GNFC-301, GNFC Infotower, Bodakdev,Ahmedabad-380 054Tel: +91 26857316/17/18, Fax: =91 79 26857321 E-mail: nprocure@gnvfc.net Mobile: 9327084190 , 98985889652
8.0	General Instructions:
8.1	The fees for on line tender document will not be refunded under any circumstances
8.2	EMD in the form specified in tender document only shall be accepted.
8.3	Tenders without Tender document fees, earnest money deposit (EMD) and which do not



	fulfils all or any of the condition or submitted in complete in any respect will be rejected.
8.4	Bidders approved either by the Central/ State Govt. or Central / State Govt. undertaking is not exempted by this GMDC for paying EMD , SD etc.
8.5	Conditional tender shall not be accepted.
8.6	This tender notice shall form a part of tender document
8.7	Bidders are advised to read carefully the "Instruction for Bidders" and "eligibility criteria" contained in the tender documents
8.8	The Internet site address for E-Tender is www.nprocure.com
8.9	Free training camp for bidders will be organized on every Saturday between 1.0 to 5.00 p.m. at (n) code solution, A division of GNFC , 301, GNFC Infotower , Bodakdev, Ahmedabad – 380 054 . Bidders are requested to take the benefit of the same.
8.10	The GMDC reserves the right to reject any or all the tenders or split the work between more than one bidders without assigning any reason thereof. .
8.11	Bidders is requested to quote rates as per the terms and conditions mentioned in the Tender Document Part I and Part II. Tender submitted for part items will not be considered and will be rejected.
8.12	Bidders has to do this work strictly according to the drawings and specifications provided by GMDC and which together with general conditions, technical specifications, bills of quantities and contract agreement , will be called " Documents of Contract
8.13	The Contractor shall enter in to an agreement with the GMDC, on a stamp paper of Rs. 100/- which will be provided by the selected Bidders, in the form approved by the GMDC covering all terms and conditions .



CHAPTER III

Check List of Documents Enclosed With Tender

Sr. No.	Particulars	Declaration (Strike out whichever is not applicable)
1	Check list of documents in the prescribed proforma,	Yes / No
2.	Earnest Money deposit paid for the value as indicated in Notice Inviting Tender,	Yes / No
3.	Formats enclosed-dully filled in and signed along with all required enclosures , complete as per Instruction to bidder	
4	Documents /details as per Status of the Bidder, with documentary proof	Yes / No



FORM 'A'

STRUCTURE AND ORGANIZATION

Following details are requested to be furnish with documents to qualify in Prequalification bid for the tender work

Sr no	Item	Details
01	Name and address of Company.	
02	Phone no,	
	Mobile No	
	E mail ID, Website	
03	Name Of Concern Person	
04	Whether Proprietorship /partnership/ Pvt ltd / Limited co or any other along with documentary evidence to be attached	Yes/ No
05	Please confirm on awarding the work , you will take the registration certificate as per statutory requirement under contract labour laws	
06	Number of years of experience in Similar nature of work	
07	Income tax PAN Registration No Copy [Copy to be enclosed]	Yes/ No
08	GST No.. (Copy to be attached)	Yes/ No
09	Whether Register under composite scheme	Yes/No
10	Provident Fund Registration Number – Copy to be attached	Yes/ No
11	Payment Terms – Accepted	Yes/No



12	Income Tax Deduction.-Agree Taxes will be deducted as per prevailing Government rules from the monthly bill	Yes/No
13	Validity of offer –Accepted	Yes/ No
14	Work completion period as per price schedule- accepted	Yes/ No
15	Liquidated Damages clause - Accepted -Liquidated damages for the work delayed /non completion/ non performance of the works will be imposed as mentioned in Technical bid-I	Yes/No
16	Prices/Charges- Accepted Prices / charges should be firm and fixed till the completion of work. Quoted price included all man power, required material, safety measures, PF contribution, all taxes,(Excluding GST),. No price increase will be allowed during tenure of contract due to any reason..	Yes/No
17	Registration Certificate Copy with minimum “E2 “ Class in the state of Gujarat or equivalent class in other state or CPWD (Copy attached)	Yes/ No



18	<p>Please Indicate the details of arbitrations/legal proceeding in last ten years of Your Company .</p> <p>If Your Company have not any arbitration/legal proceeding in last Ten years then mentioned “No” in your letterhead and If your Company has any arbitration/legal proceeding than mention details on your Company’s letterhead .</p>	
19	<p>Deviation sheet attached-Deviation sheet to be attached by the bidder mentioning any deviation in technical & commercial. If there is no deviation then with ,No deviation sheet ,submitted on letter head of the bidders</p>	Yes/ No
20	<p>Declaration I &II sheet – Attached-Declarations in prescribed format on letter head of the bidder</p>	Yes/ No

Above details are require to be submitted by the bidder however where it has mentioned that the details is MANDATORY which are to be submitted without fail.



FORM- B

Sr no	Item	Details		
01	<p>Turnover during last Five years</p> <p>Bidder should have minimum annual turnover of Rs. 30.00 Lacs for any one year of last five years . Bidder should provide audited accounts or CA certificate for confirming turnover</p>	Year	Turnover In Rs.	Profit after Tax in Rs
		2017-18		
		2016-17		
		2015-16		
		2014-15		
		2013-14		
02	Name of the company for whom work carried out during last five years with copy of orders and satisfactory job completion certificates.(2013-14 to 2017-18)	Minimum one satisfactory work completion certificate of Client / work order of Colour Work only having single value of work Rs. 4.00 lacs in single year during last five years		
Sr no	Name Of Client /Nature of work	Work Order No	Date of commencement and date of completion	Value. In Rs.
03	Details/List of Equipment /tools, tackles related to above work, available with your firm or at your work site mentioned and certified on your letter head. All required tools, tackles can be made available at GMDC work site. – To be attached in technical documents	Attached /Not attached		
04	Details/List of Numbers of employees, Supervisory, office administration side, skilled and semi skilled worker , to be proposed to be deployed for this work site mentioned and certified on your letter head – To be attached in technical documents	Attached /Not attached		



Note:

- 1) It is Mandatory to submit all the details as asked in form-B.
- 2) Decision of the Management regarding the technical qualification is final and binding to the Bidders and no correspondence will be entertained in this regards thereafter.
- 3) It is desirable to furnish all information with necessary documents.
- 4) The above details supported by last financial year Balance sheet / Profit & Loss account etc. must be audited by the chartered accountant.
- 5) The above information shall be supported with necessary documents otherwise, the same shall be treated as null & void.



CHAPTER- IV

GENERAL INSTRUCTIONS TO THE BIDDERS

1. Any conditional Tender will not be entertained and will be out rightly rejected.
2. Bidders are advised to visit the site where works are to executed to study the actual working conditions, before submitting its offer. After quoting the tender no correspondences are to entertained in this regard.
3. The Contractor shall have to start the work within period of 15 days from the date of Letter of Intent, In case of non-compliance with the above condition, the action may be taken.
4. The contract shall be the item rate contract. The rate quoted is inclusive of all labour and material required for the Job.
5. Bidders are expected to quote competitive and workable rates.
6. The Scope of work under this Tender is “providing and laying with the materials. In the event of missing of above phrase in the description of schedule of quantities will not mean that materials will be supplied by GMDC and Bidders has to deploy only laborers for completing the work.
7. Quantity mentioned in schedule of quantities against each item is only for guidance to quote the rate and no claim will be entertained on either increase or decrease in the quantity to complete the work in all respect. For increased quantity no escalation will be consider. The quantity in “Bill of Quantities” are estimated quantities and actual quantity as executed becomes payable at quoted rate.
8. The quantities increase or decrease to any extent , the present rates (quoted rates) as mentioned in contract will hold good and no price escalation will be allowed . The quoted rates shall remain valid till completion of the works . It is proposed that the payment of increase or decrease in item quantities may released up to estimated/quoted amount put to the work order .
9. The total cost of actual executed work (of all tender items together) varies beyond $\pm 10\%$ of the cost of the estimated work mentioned in Work order, even if the quantities increase or decreases to any extent , the present rates as mentioned will hold good and no price escalation will be allowed. The quoted rate shall remain valid till completion of works. GMDC will not be liable to pay any compensation or any additional cost in case of work is reduced or abend at any point of time .
10. The rate of particular item appearing in more than one schedule shall be the same. If the bidder quotes different rates for an item appearing more than on schedule , the rate lowest amongst the quoted rates shall be considered /applicable for payment of that item .
11. The successful bidder will have to accept the minimum Unit rates (For Rate only items) amongst the quoted by the pre qualified bidder , whose price bids are considered.
12. The GMDC reserves the right of altering the Drawings and nature of work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.



13. The GMDC reserve the right to carry out the work at other places mentioned in the scope , at the same Rate , terms and condition and mutually agreed upon.
14. You have to make your own arrangement for water and electricity for Colour work and for any other work. If it is supplied by the GMDC at one point , than charges will be recovered at the rate of 1 % and 0.5 % of billed value respectively.
15. No escalation in price / rate will be allowed on any ground., even if there is a delay in completion of the work due to GMDC. In that case extension in time limit may be granted at the same terms, conditions of the tender with an explicit understanding that no price escalation will be paid by GMDC. In any case no claim is entitled for idle machinery and man power by GMDC. However penalty will be imposed if delay is attributed to the Contractor.,
16. Extra item/ Additional work would be executed only on getting the instructions. Such items executed only if special expertise needed and major financial implications not involved. If there may be any extra work, contractor has to bring to the notice to GMDC well in advance with expected cost of execution and time required for the same. .
17. In absence of detailed specifications, the work should be carried out based on either relevant IS code and /or with fair engineering practice.
18. No mobilization advance shall be given by GMDC for this contract.
19. All the rates quoted by the Bidders must be inclusive of all required materials, labours, taxes and duties applicable like, Royalty, transportation, (excluding GST), Professional Tax, and turn over tax, loading, unloading, mobilization, de mobilization etc.
20. Bidders are requested to quote their GST number and date in the Bid. Bid received from unregistered bidders will not be considered.

Bidders are requested to quote their rates without GST. GST will be paid/adjusted/ reimbursed to the successful bidder as per prevailing rates & rules to the extent directly related to the service rendered or Goods supplied by the successful bidder under the said contract subject to production of documentary proof and bidder will mention the GST amount separately in the invoice/ bill along with SAC/HSN code under GST.

Bidders, who are opting for composite scheme under GST , are required to quote their rates inclusive of GST .

Financial Evaluation:

L1 bidder will be decided after considering input Tax credit to be available to GMDC under GST .

No statutory variation shall be admitted , if current taxes become payable because of exceeding the prescribed limit for turnover of the contractor after the date of offer.



If any variation take place after contractual date of completion , the same shall not be allowed , even if delayed are accepted by Contractor.

Note: Above clause will hold good and govern the contract

In case , if similar condition/clause elsewhere in tender document complied conflict with the clause , the clause mentioned in this para will prevail and govern the contract

21. Successful Bidders will have to submit three copies of detailed bar chart in the manner as per the Performa issued by the client , for timely completion of the work
22. Bidders is required to submit a copy of PF registration number received from RPFC office along with the tender, failing which the Bidders will be rejected summarily.

RA bill must be submitted along with the names of the laborers employed for the work, salaries / payment made to them, PF code no. , amount of P.F. deducted from the salary made to the labours and employer's contribution amount deposited in RPFC office till the previous month duly certified by project office, failing which no payment will be made for the RA bill submitted by the Contractor .
23. The Bidders will have to submit 'NO DEMAND CERTIFICATE' and pre receipt bill document along with the final bill of the work, as per the Performa given.
24. Successful Bidders is supposed to enter in to an agreement with the GMDC on an appropriate stamp paper (to be provided by the contractor) after accepting the Letter of Intent.
25. The quoted rates should hold good for working as per drawings related from time to time.
26. In overall interest of work and for better co-ordination, Engineers in charge may ask the contractor to stop the work for time being for which no compensation will be paid.
27. You will abide by the provision of labour laws , contract labour regulations and Abolition act (contract Act-37 of 1970) pertaining to the employment of the labour and shall get yourself register with regional provident fund commissioner and inform the GMDC 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.
28. You shall be responsible for and shall pay any compensation to your workman payable under the workman's compensation Act, 1923 (VII of 1923) for injuries, cause to the Workman. If such compensation is paid by GMDC as principal under sub-section (1) of section 12 of the said act on behalf of the contractor. It shall be recovered by GMDC from you under section (2) of the said section. You shall pay such amount of compensation on demand, failing which same will be recovered from your running bills.
29. Contractor has to submit month wise labour payment record duly certified by GMDC labour welfare officer /HR dept, along with RA bill, failing which no payment will be made for the respective RA bill.
30. Roads, passages, approach at work site should be kept clean all the time. Material/machineries' should be stack/ kept in proper manner so it should not obstruct day to day vehicular traffic.



31. The contractor has to produce bill of the materials use in the execution if ask for by the client or consultant.
32. Successful bidders have to carry out the work fully as per instruction of EIC. Bidders should have to inform EIC before starting of the work at any quarters /structures.
33. For the items, for which only quoted rates has been asked , for those items, the lowest rate quoted amongst all bidders shall be considered .



CHAPTER-V

General Terms and Conditions of Tender:

Note: The bidder should note that special clauses brought out in this chapter V of “General Terms and condition of tender “will hold good and govern the contract. In case, if similar condition / Clauses elsewhere in tender document complied conflict with the clause of this chapter, the clauses mentioned in this chapter will prevail and Govern the contract.

1) Prices:

Prices quoted by the Bidders should be firm and no price increase will be allowed to the Bidders during the entire contract period till completion of work.

2) Payment Terms and Running Bills:

Invoice/ Bill should be sent in duplicate. [Please mention our LOI/Work Order no in the invoice without fail]. Original invoice, Measurement Sheet, Materials Test Certificates etc. The payment procedure will be carried out on original copy only. Payments shall be released for the work executed in all respects as per BOQ, drawings and specifications.

Salary of the employees of the contractor shall be made through Bank only and RA bill submitted by the contractor shall be made upon submission of bank statement

MODE OF PAYMENT OF RUNNING BILLS:

You will have to submit running bill for the works executed. RA bill amount should be proportionately to the contract value and time limit of the work Each running bill shall be accompanied with detailed measurement sheets duly certified by the Engineer In charge or authorized person of GMDC and/or Consultant .

RA bill will be paid adhoc at 75% of the amount payable under this contract by the Engineer In charge/ General Manager [Proj] at the project office.

Balance 25 % amount of Running Bills become payable at Project office after approval from HO within 30 working days from the date of receipt of the bill at HO, after deducting there from

- A. Retention money deposit will be deducted from RA bills @ 5% of the value of the bill amount.
- B. Security deposit at 5 % of the contract value exceed than tendered value.
- C. Income tax inclusive of surcharge at the prevailing rate from time to time shall be deducted from the running account bills.
- D. Cost of any services provided by GMDC and/or material supplied by the GMDC.
- E. Other deduction either statutory or other work reason, if any.



Note: The amount of Final bill should have at least minimum 10 % amount of work and 100 % payment of the same bill will be released from Project office after getting approval from Head Office

- 3) Earnest Money Deposit.(EMD) / Security Deposit (SD) / Retention Money
- a) The tender must accompany Earnest money deposit of Rs.9,800/---only by demand Draft and it should be in favour of 'GMDC Ltd' , payable at Ahmedabad of Nationalized Bank or from Bank approved by Govt. of Gujarat from time to time(except Co-Operative Bank)in the form and manner acceptable to the GMDC. EMD in any other form, except DD, will be outright rejected.
- b) Earnest money paid will be adjusted against security deposit of successful bidder. Earnest money deposit paid as above will be refunded to unsuccessful bidders after awarding the work to L1 agency..
- c) Successful Bidders has to pay full amount of Security Deposit @ 5% of the contract value including EMD By D.D. should be in favour of 'GMDC Ltd', payable at Ahmedabad of Nationalized Bank or from Bank approved by Govt. of Gujarat from time to time (except Co-Operative Bank) in the form and manner acceptable to the GMDC, within 15 days from the date of issue of LOI. Payment against the work as well as detail work order will be issued only after submission of Security Deposit. If you fail to pay security deposit within 15 days from the date of LOI, order will be deemed to be cancelled and EMD paid by you shall be forfeited.
- d) Earnest Money Deposit, Security deposit and Retention Money will not bear any interest.
- e) If successful Bidders does not pay security deposit and does not commence work as per tender / LOI/ Work Order E.M.D. paid will be liable to be forfeited by the GMDC.
- f) Security deposit and Retention money paid by the successful Bidders shall be liable to be forfeited by the GMDC, if he does not able to carry out the work in accordance with the terms and condition of the tender / LOI/Purchase Order/ Work Order. This will not also prejudice that GMDC will complete the work at your risk and cost.
- g) Tender received without E.M.D. Will be outright rejected.
- h) No relaxation on EMD/SD for any small-scale industry shall be considered.
- i) Security deposit will be refunded after completion of defects liability period of One year on demand by you and submission of certificate of satisfactory completion of defects liability period from Project office .
- j) Retention money deposit will be deducted from RA bills @ 5 % of the value of the contract amount, which will be released after one month from completion of work.



1) Work Completion time Schedule.

Work Completion time is the essence of the contract and if Completion of Work not adhered as stipulated or bidders abended the work then GMDC shall be at liberty to execute the work at Bidders's risk and cost and if thereby any extra expenditure is involved, the same shall be debited to Bidders's account, If GMDC is unable to execute and complete the work from alternate source in time and if GMDC suffers any consequential loss, Bidders will have to bear the same. GMDC in that case will forfeit the security deposit and will also have the right to recover the claim against party for damage incurred.

2) Validity.

Validity of the tender should be for 180 days from the date of opening of the Price Bid and if required by the GMDC, the Bidders will have to extend the validity for a further period of 30 days.

3) Taxes .

Taxes should be stated as applicable. All the rates quoted by the Bidders must be inclusive of all taxes and duties applicable like, Royalty, transportation, labour, (excluding GST), .

TDS: TDS will be deducted from bill amount as per the prevailing Govt. Rules & regulations.

4) Liquidated Damages

The subject work should be completed **within 4 months**.

If work is not completed as per work completion time, Liquidated damages will be levied @2 % of work value per week from the date of delaying the said work up to the maximum 10 % of work value. Full week will be considered during the calculation of penalty .This will not release the contractor from the responsibility of getting the balance work done by client at his risk and cost through any other contractor.

Part completion of works should not be considered for above .

8) Loss and Damages:

Any loss or damages or deterioration of the material in transits shall be at the cost of the bidders. It shall be at the discretion of the GMDC to reject, damaged or spoiled material, if so noticed. During the work, if any property of client damaged than book value/ repair cost + 20 % of same should be recovered from bidder.

9) Insurance:

All required insurance for the work are to be provided by the Bidders at his cost.



10.1 **TERMINATION OF THE CONTRACT.**

10.1 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 a right to complete and/ or to get the work completed at the cost & risk of the Contractor and the Contractor shall be responsible to pay such cost incurred by the GMDC to complete the work and/or to get the work completed.

10.2 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 forth with 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.

10.3 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, equipment etc. and shall leave the site at once without any extra cost to GMDC or shall have to carry out the instructions of the GMDC time to time.

11. **Approval:**

For the subject tendered work, GMDC decision for acceptance or rejection of the Quality Of work will be final and binding on you.

12) **Defect Liability Period. :**

The subject work should have defects liability period of 12 months , considered from the date of completion of work. .If any defects found during defects liability period than contractor should have to attend the same within 10 days and if such defects will not be attended than Corporation will carry out the work at your risk and cost +20 %

13) The GMDC also reserves right to make improvements, alter, increase or decrease the scope of work and payment will be made accordingly.

14) If tender submitted in contravention of the terms and conditions stated herein will not be considered.

15) In case of any dispute or difference of opinion in the interpretation of any of the terms and conditions of this tender, the decision of the Managing Director of GMDC shall be final and binding to all.

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



18) Statutory Obligations:-

- I. That the “Bidder shall obtain license under the Bombay Shops and Establishment Act and it shall pay wages and benefits in accordance with the applicable laws and shall not pay less than as notified by the Government Authorities from time to time and shall maintain the employment records as required under applicable laws.
- II. That the Bidder shall get his own License under Contract Labour (Regulation and Abolition) Act, it shall be binding to get the same renewed from time to time and shall maintain all the records as per the act.
- III. That the Bidder shall be responsible to enroll his employees, deduct, add and deposit in the relevant accounts the contributions as required under the Employees State Insurance Act, 1952 and the Employees Provident Funds and Miscellaneous Provisions Act 1952 and any other enactment's covered under the various applicable labour laws as well as maintain all books of records for the staff and employees deputed by it for this contract such as required under any laws applicable. The Bidder shall also furnish a copy of such statements as documentary proof to the GMDC.
- IV. That if the Bidder is not covered under the Employees State Insurance Act, 1952 then it shall be the duty of the Bidder to take appropriate insurance cover under the Workmen Compensation Act and take Group Personal Accident Policy for all the employees deputed at the premises of the “First Part”.
- V. The Bidder has to issue to the employee's Identity card with their photos and shall also maintain relevant register.
- VI. That the Bidder shall give leave/holiday to its workforce as per the provisions of labour laws applicable.
- VII. That the Bidder would obey with all applicable laws and maintain all such necessary records as necessitated under such enactments.
- VII. In case were the contract period is over or the contract is terminated by either party the “Second Part” shall employ the personnel deployed by it at other place. In case the workmen recruited by the GMDC is not provided work at any other place and are discharged then all the eligible workmen shall be paid retrenchment compensation, gratuity, bonus, earned leave and other benefits payable under the labour laws
- VIII The bidder shall follow the provision of the Building and other construction workers welfare (Cess) Act-1996.

19) Force Majeure.

- 1.1 Force majeure is herein defined as any cause which is beyond the control of the contractor or the GMDC
asthecasemaybewhichtheycouldnotforeseenorwithreasonableamountofdiligencecouldnothaveforeseenandwhichsubstantiallyaffectthe 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 with in fifteen(15) days from the occurrence of, such a cause, notify the other in writing of such cases.

1.2 a. 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.

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 to the causes of force Majeure and neither company nor the Contractor shall be liable to pay extra costs (like increase in rates, re mobilization, advance, idle charges for labour and machinery etc.) provided it is mutually established that the Force Majeure conditions did actually exist.

c. If any of the Force Majeure conditions exists in the place of operation of the contractor even at the time of submission of bid he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.

1.3 (1) The 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 be subject to here in after provided, be extended by as much time as is necessary to complete the work if such cause may occur after contractor's performance of his obligations has been delayed for other causes.

- (2) By reason of any exceptionally inclement weather requiring total stoppage in work. Or
- (3) By reason of loss or damage occasioned by any one or more of the contingencies referred to in clause 47(a), (b), and (c) of these conditions. Or
- (4) By reason of civil commotion, local combination of workmen strike or lockout affecting any of the trades employed upon the works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the work. Or
- (5) By reason of Engineer's instructions issued under clauses 9, 30(1) or 38 (2) of these Conditions. Or
- (6) By reason of the Contractor not having received in due time necessary instructions, drawings, details or levels from the Engineer for which he specifically applied in writing on a date which having regard to the date for completion stated in the Appendix to these Conditions or to any extension of time then fixed under this clause was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same. Or
- (7) By delay on the part of nominated Sub- Contractors or Nominated Suppliers which the Contractor has taken all practicable steps to avoid or reduce. Or
- (8) By delay on the part of artists, tradesmen or others engaged by GMDC in executing work not forming part of this Contract. Or



- (9) By reason of the opening up for inspection of any work covered up or of the testing of any of the work, in accordance with clause 36 (7) of these conditions (including making good in consequence of such opening up or testing) unless the inspection of test showed that the work is not in accordance with this Contract. Or

Then the Engineer shall so soon as he is able to estimate the length of the delay beyond the date or time aforesaid make in writing a fair and reasonable Extension of Time for completion of the works, provided always that the Contractor shall use constantly his best endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of the Engineer to proceed with the work.

20) Foreclosure of contract:

If at any time after acceptance of the tender GMDC decides to abandon for any reason whatsoever GMDC, through its Engineer In Charge, shall give notice in writing to that effect to the contractor. In the event of abandonment the GMDC shall be liable:-

- a) To pay reasonable amount assessed and certified by the committee Constituted by the GMDC in this behalf of the expenditure incurred, if any, by the contractor on preliminary works at site e.g. temporary access roads, temporary construction for labour and staff quarters, office accommodation, storage of materials, water storage tanks and water supply for the work including supply to labour/ staff quarters, site formation mobilization of machinery.
- b) To pay the contractor at the contract rates full amount for works executed and measured at site up to the date of such abandonment.
- c) To pay for the materials brought to site or to be delivered at site, which the contractor is legally liable to pay, for the purpose of consumption in works carried out or were to be carried out but for the foreclosure, including the cost of purchase and transportation and cost of delivery of such materials. The materials to be taken over by the GMDC should be in good condition and the GMDC may allow at its discretion the contractor to retain the materials in full or in part if so desired by him and to be transported by the contractor from site to his place at his own cost with due permission of the Engineer In charge.
- d) To take back the materials issued by the GMDC but remaining unused, if any, in the work on the date of abandonment/reduction in the work, at the original issue price less allowance for any deterioration or damage caused while in custody or the contractor.
- e) To pay for the transportation of tools and plants of the contractor from site to contractor's place or to any other destination, whichever is less.

The contractor shall, if required by the Engineer-in-charge furnish to him books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.

The reasonable amount of items on (a), (d) and (e) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the GMDC as per item (b) above 'Provided always that against any payments due to the contractor on this account or otherwise, the Engineer-in-charge shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the GMDC from the contractor under the terms of the contract.



21) Arbitration

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 Reconciliation Act, 1996 and the venue of arbitration proceedings shall be at Ahmedabad. The Language of the Arbitration shall be in English.



On Bidders's Letter Head

From:

Ref:

Date:

To

Managing

Director

for

Gujarat Mineral Development GMDC Limited

[A Government of Gujarat Enterprise]

'KhanijBhavan,

Nr. University Ground, 132 Ft. Ring Road

Vastrapur Ahmedabad 380 052

Sub: Earnest Money Deposit Against **Tender No-20/STN/DHANGADHRA/COLOUR WORK/2018**

Dear Sir,

With reference to above and as per terms and conditions of tender we are sending

Herewith D.D. / Pay Order NO _____ Dated _____ Of

_____ [Name of Bank and Branch] Payable at
Ahmedabad for **Rs. 9,800/---** -only being the amount of E.M.D.

Kindly acknowledge the stamp receipt.

Thanking You

Yours Faithfully

[Name and Signature]



On Bidders's Letter Head
DECLARATION I

From:

Ref:

Date:

To

Managing Director
Gujarat Mineral Development GMDC Limited
[A Government of Gujarat Enterprise]
'KhanijBhavan,
Nr. University Ground, 132 Ft. Ring Road
Vastrapur
Ahmedabad 380 052

Sub: Declaration.

Ref: Tender No.- 20/STN/DHANGADHRA/COLOUR WORK/2018

SUB: Providing and Applying various Colour works to different Buildings/ Structures at Stone Artisan park , Dhangadhra (Site- 1 and 2) , Dist- Surendranagar .Dear Sir,

I / We have carefully gone through and clearly understood the tender notice tender terms and conditions and tendered to execute and satisfactorily complete the whole work strictly in accordance with the said Tender.

I/We hereby solemnly declare that none of Our Partners Jointly or Severally or Our Firm / Company / Associates company have not been Black Listed by the Central Government or any State Government or It's Undertaking.

I/We hereby further declare that, if the above Declaration is found untrue, G.M.D.C. Ltd. 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 deem fit by G.M.D.C.

Thanking You

Yours Faithfully

[Name and Signature & Stamp]



On Bidders's Letter Head

DECLARATION II

FROM:

Date:

To,

Managing Director
Gujarat Mineral Development GMDC Limited
[A Government of Gujarat Enterprise]
'KhanijBhavan,
Nr. University Ground, 132 Ft. Ring Road
Vastrapur, Ahmedabad 380 052

SUB: Tender No-20/STN/DHANGADHRA/COLOUR WORK/2018

Providing and Applying various Colour works to different Buildings/ Structures at Stone Artisan park , Dhangadhra (Site- 1 and 2) , Dist- Surendranagar .

.

Dear Sir,

I/we having carefully gone through and clearly understood the preface, Tender notice, details to be furnished along with technical bid, plans, specifications and conditions of contract for the above mentioned work, do hereby Tender to execute and complete the whole work strictly in accordance with the said plans and specifications and conditions of contract at the rates set out in the priced schedule and quantities attached hereto.

I/we agree to finish the whole work as per instructions within mentioned time limit as per NIT from expiry of fifteen days from the date of issue of Letter Of Intent or actual commencement of the work whichever is earlier.

I/We have deposited as EMD Rs. 9,800/---by D.D. along with the technical bid in your office which amount is not to bear any interest and my/our do hereby agree that this sum shall be liable to be forfeited by the GMDC at its sole discretion, in the event of your accepting my /our Tender and my/our failing 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 reason shall be given for such non acceptance

I/We agree to keep our offer valid for 180 days or for a further period as would be desired by the GMDC, from the date of the opening of the Price bid. We agree to all the terms and conditions of the technical bid.

Thanking You

Yours Faithfully
[Name and Signature & Stamp]



On Bidders's Letter Head

SPECIMEN OF PRE RECEIPT BILL

This is in reference to your communication dated regarding full and final settlement of work related to as per work order /agreement /LOI dated In this regard , we here by accept an amount of Rs. towards full and final settlement . After receipt of the same we will not claim any amount in future from GMDC in respect of above mentioned work. This pre receipt is issued as full and final settlement of our claim for Rs. as finalized by GMDC .

Date:

Authorised

Signatory

Place:



On Bidders's Letter Head
NO DEMAND CERTIFICATE FORMAT

Ref:
From:

Date:

To

Managing Director
Gujarat Mineral Development GMDC Limited
[A Government of Gujarat Enterprise]
'KhanijBhavan,
Nr. University Ground, 132 Ft. Ring Road
Vastrapur
Ahmedabad 380 052

SUB: Tender No-20/STN/DHANGADHRA/COLOUR WORK/2018- Providing and Applying various Colour works to different Buildings/ Structures at Stone Artisan park , Dhangadhra (Site- 1 and 2) , Dist- Surendranagar .

Dear Sir,

We _____ hereby certify that we have received the payment of all our bills in full and final settlement of our claims in respect of **20/STN/DHANGADHRA/COLOUR WORK/2018** Providing and Applying various Colour works to different Buildings/ Structures at Stone Artisan park , Dhangadhra (Site- 1 and 2) , Dist- Surendranagar .

.The payment received by us is in full and final settlement of our all the claims towards the amount with respect to the work under reference.

Hence, we do not have any outstanding claim against GMDC for the work under reference. We shall not claim any further amount from GMDC in future, either one way or the other.

This certificate is given without any prejudice and in the presence of two witnesses.

Signature & Address of

Witnesses

Signature & Stamp of the Firm

(1) _____

(2) _____



SCHEDULE OF DEVIATIONS

Bidders shall indicate / bring out all Commercial & Technical deviations, clause by, clause in this Schedule, but any commercial deviation will not be accepted by GMDC. If the Schedule is not submitted duly filled in, the bid will be considered as incomplete. (In case of 'NO DEVIATION' the Schedule be submitted mentioning 'NO DEVIATION'). If nothing is mentioned than it will be considered that bidders have "no deviation"

Sr.No. Clause No. Deviation Justification

i) Commercial Deviations For: -

ii) Technical Deviations for

The Bidders hereby certifies that there is no deviation from the purchaser's specification.

Name of firm:

Signature of Bidder:.....

Name of Bidder:.....

Designation:.....

Date:.....

Seal of the Company



BIDDERS ARE REQUESTED TO FILLED THE FOLLOWING DETAILS

Format for RTGS /ECS Payment

Name of the party and address	
PAN No.	
Name of Bank And Address	
Account No.	
Type of Account	
IFS Code of the Bank	
MICR Code of the Bank	

I hereby declare that the above information is true and correct and I hereby authorized GMDC LTD to make the payment through RTGS/ECS facility in the above mentioned Bank Account. Bank commission / Bank charges may recover from our payment.

(Name and Signature of the Proprietor /Partner/

Authorized Person of the Party)

Date:

Place: