

GMDC/PD/ RAJPARDI/ELECT/01/2021-22

Date:27.12.2021

NOTICE INVITING TENDER

TENDER NO: GMDC/PD/RAJPARDI/ELECT/01/2021-22

GMDC proposes to carry out Supply, Installation, Testing and Commissioning of 11 KV, 3.8 KM approx. overhead HT line at Amod Lignite Project at Vill.-Rajpardi, Tal. Jhagadia, Dist.-Bharuch, Gujarat.

The proposed Work is of "Supply, Erection, Testing & Commissioning of 3.8 KM long 11KV OH HT line. Prospective bidders may please download the Tender Document of TENDER NO.GMDC/PD/RAJPARDI/ELECT/01/2021-22 from website <https://gmdc.nprocure.com> & www.gmdcltd.com



GM (Power)

GUJARAT MINERAL DEVELOPMENT CORPORATION LTD.

CIN : L14100GJ1963SGC001206

GST : 24AAACG7987P1ZT

(A Govt. of Gujarat Enterprise)

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TENDER NOTICE**TENDER NO. GMDC/PD/RAJPARDI/ELECT/01/2021-22****1. Summary of the Tender**

Place of work	Amod Lignite Mine at Vill.-Rajpardi, Tal. Jhagadia, Dist.-Bharuch, Gujarat State.
Brief Description of work	For Supply, Installation, Testing and Commissioning of 11 KV HT over head line from electric S/S to E-lease dump distance 3.8 KM approx.
Item wise Quantity.	As per scope of work – chapter V
Period of contract	Three Months from date of commencement of work
Estimated Contract Value	Approximately Estimated Price: Rs 19,61,800/- (Rupees Nineteen Lac Sixty One Thousand Eight Hundred Only)
EMD	<p>Rs. 50,000 (Rupees Fifty Thousand only) in Form of</p> <ul style="list-style-type: none"> • DD in favor of GMDC Ltd. From Government of Gujarat approved Bank except co-operative bank in favor of GMDC Ltd. payable at Ahmedabad and to be submitted along with technical bid only; failing which tender will not be considered as valid tender and bid will be rejected. <p style="text-align: center;">Or</p> <ul style="list-style-type: none"> • Bank Guarantee issued by banks approved by Govt. of Gujarat from time to time (except Co-Operative bank) in the form and manner acceptable to GMDC. (Govt. GR is annexed at Annexure-I). It should be valid for a period of not less than 6 (six) months from the date of opening of the bids. • Bidder can submit the EMD through electronic mode (RTGS/NEFT) in case of non submission of the same physically due to reasons like pandemic situation of Covid-19. • Relaxation in terms of submission of EMD shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of Tender.
Tender Processing Fee	<p>Rs. 5000/- plus GST @18% aggregating to Rs. 5900/- (Five Thousand Nine Hundred Only) payable by Demand Draft drawn in favor of “GMDC Ltd.” payable at Ahmedabad.</p> <p>Bidder can submit the Tender Processing Fee through electronic mode (RTGS/NEFT) in case of non submission of the same physically due to reasons like pandemic situation of Covid-19.</p>

	Relaxation in terms of submission of Tender Processing Fee shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of Tender.
Availability of Tender document	On web site www.gmdcltd.com ; https://gmdc.nprocure.com
Downloading of tender document from websites	From Dt.: 28-12-2021
Last date of submission of written request for clarification if any, on Bid Document	DT. 05-01-2022 18:00Hrs. on https://gmdc.nprocure.com only.
Pre Bid Meeting	All the prospective bidders are requested to attend the Pre-Bid Meeting on DT. . 06-01-2022 at 12:00 Hrs. at Corporate Office, GMDC, Ahmedabad (Gujarat). Maximum two members per bidder will be allowed for the Pre-Bid meeting.
Last date of on line submission of offer	DT. 20-01-2022 18:Hrs. on https://gmdc.nprocure.com only.
Submission of Tender processing fee, EMD and Supporting documents for Tech. bid	DT. 20-01-2022 18:Hrs Hrs. at Corporate office, Ahmedabad.
Date and time for online opening and viewing of preliminary bid.	DT. 20-01-2022 18:Hrs Hrs.

2. GMDC reserves absolute right/discretion to accept and/or reject any or all the tenders received or invite fresh bid at any stage or **split the work between more than one Bidders** as the case may be.
3. The Bidders are required to quote the rate strictly as per the terms and conditions mentioned in the Tender document. Conditional tender shall not be entertained and will be rejected summarily without assigning any reasons, whatsoever.
4. GMDC may issue amendments/corrigendum in the tender documents, schedule, forms etc. at any time during the period between publication of notice and submission of bids of the tender on website. The Bidders in their own interest are advised to visit the website regularly till the last date of submission of the bid. No separate newspaper advertisement will be released for amendments/corrigendum.
5. GMDC reserves the rights to modify or alter any Condition of the Tender.

6. The Bidders are advised to submit their price bid online on <https://www.gmdc.nprocure.com> only. Physical price bid shall not be accepted and shall be rejected summarily without assigning any reasons, whatsoever.
7. Failure to submit bid online in stipulated time due to any reason whatsoever by any Bidder shall result in disqualification of bid. In such circumstances, bid submitted physically along with supporting documents, tender processing fees, EMD amount etc. shall not be considered as bid submitted and the same will be returned back to the Bidder without opening the same. GMDC reserves the right to take suitable decision in this regard.

CHAPTER I: BRIEF INTRODUCTION

1. GMDC:

Gujarat Mineral Development Corporation Limited herein after referred to as GMDC, a Government of Gujarat Enterprise, is a pioneer institution in the field of mining for more than five decades, catering to the needs of the minerals and solid fuel for the industries based in Gujarat. GMDC's mining activities are spread all over Gujarat. It is currently dealing in minerals like Lignite, Bauxite, Fluorspar, Ball Clay, Silica sand and Manganese. GMDC has also set up a 250 MW lignite based Thermal Power Station at Nani Chher in Kutch, Wind power plant of 200 MW at Maliya, Jodiya, Godsar, Bhanvad, Bada, Varvada, Rojmal and Solar Power plant of 5 MW at Panandhro Project.

2. LOCATION OF PROJECT:

The Amod Lignite Mine is located at Rajparadi of Jhagadia Taluka in Bharuch District of the Gujarat State. The project is located about 30kms from Bharuch. The nearest Railway Station at Bharuch- Ankleshwar and Airport is at Baroda.

3. TENDER DOCUMENT PROCESSING FEE:

The tender documents can be downloaded from our web site www.gmdcltd.com and <https://gmdc.nprocure.com/>. The cost of tender processing fee is to be paid at the time of submission of supporting document of technical bid in the form of demand draft of **Rs. 5000/- aggregating to Rs. 5900/-** as mentioned in tender notice, in the sealed technical bid cover. If the amount mentioned in the DDis found short, the tender will not be considered for scrutiny and will be out rightly rejected.

Relaxation in terms of submission of Tender Processing Fee shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of Tender.

CHAPTER II
INSTRUCTIONS TO THE BIDDERS

1. The Bidders are advised to read carefully all the instructions, evaluation norms and other terms and conditions described in these documents under different Chapters carefully before submitting their offer.

2. SITE VISIT:

2.1. Bidder is advised to visit the site to study the actual working conditions, before submission of the bid and shall have to give undertaking that bidder is well aware & conversant of the mines project condition and will not give any excuse for not execution of the contract at later stage. The information / details given in the tender document are only to describe the magnitude of work and are for mere guidance to the Bidders. The project works are under the charge of General Manager (Rajpardi Project) and his emailis:rajpardi@gmdcltd.com. Any neglect or failure on the part of the Bidder in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risks or liabilities or the entire responsibility from completion of the work at the contracted rates and time in strict accordance with the contract documents.

3. THE TENDER DOCUMENTS&EVALUATION:

3.1. It is a three stage bid evaluation system. It is mandatory that the bids are first submitted on-line at <https://gmdc.nprocure.com> by the date and time prescribed in the tender notice asabove.Representation on account of failure to submit bidonline in stipulated time due to any reason whatsoever by any Bidder shall not be entertained.

A. Stage – I Preliminary Evaluation of Bid

Before taking up evaluation of Technical Bid, a preliminary evaluation of the bid submitted online along with the details of tender processing fee and EMD etc. would be taken up. Only those bids, which have been received online along with relevant prescribed documents, would be taken for the next stage of evaluation of Technical bids.

B. Stage – II Evaluation of Technical Bid

After preliminary bid evaluation, Technical evaluation of thebid documents, as listed below, submitted on-line would be taken up. Tender processing fee and EMD will be submitted in the sealed cover super-scribed as **“Technical Bid for TENDER NO GMDC/Rajpardi/ELECT/01/2021-22and Name of work: “Supply & Erection of 11KV overhead line Electrical works atAmodLignite Mine” -Rajpardi.**

Bidders are required to submit below mentioned documents separately at GMDC Corporate Office, Ahmedabad before stipulated time.

List of the Documents to be submitted online & physically:

Sr.No.	Document	Submission
1	Tender Processing Fee and EMD FORM–A check list of documents enclosed with tender	Physical
2	FORM–B Status of the Bidder	Physical
3	FORM–C-1 Details of Work Carried Out During The Last Seven Years By The Bidder *	Physical
4	FORM C-2 Details of work carried out should be provided as per FORM C-2 provided in the tender Document *	Physical
5	FORM C-3 Details of Bidder as per the format provided in Form C-3 of the Tender Document *	Physical
6	FORM D- No Demand Certificate	Physical
7	Declaration of not Black listed as per the format provided in Form E of the Tender Document	Physical
8	Undertaking of Genuineness of Document as per format provided in FORM F of the Tender Document	Physical
9	CA Certificate of Net worth, Turnover and Working Capital as per format provided in FORM G of the Tender Document	Physical
10	Undertaking of Indemnity as per format provided in FORM H of the Tender Document.	Physical
11	Undertaking/declaration of site visit as per format provided in FORM I of the Tender Document.	Physical
12	Declaration of unconditional offer as per format provided in FORM J of the Tender Document.	Physical
13	Declaration regarding unconditional acceptance of all the terms and conditions of the Tender documents per format provided in FORM K of the Tender Document	Physical
14	Power of Authority to sign the documents	Physical

Submission of false or incorrect information, reports of unprofessional conduct, among other things, shall be sufficient grounds for disqualification in technical bid.

C. Stage – III Price-Bid

- (a) The Bidders must submit a **Price Bid only on-line** before the stipulated time. Price bid of all Bidders whose Bids meet the prescribed technical requirements, would be taken up for

opening at this stage of the Bidding process. If the Price –bid is submitted in the physical format, the tender will not be taken up for scrutiny and will be out rightly rejected.

- (b) If the EMD and tender processing fee are not found in the sealed technical bid document cover in the required form and manner or if the amount thereof is found short, the tender will not be considered for technical scrutiny and will be out rightly rejected.
- (c) All the supporting documents submitted with the tender shall be genuine and correct. If it is found at any point of time that the said documents were not genuine then in that case the tender will be rejected, earnest money will be forfeited and the Bidder may be debarred from participating in further/future GMDC's tender as per the provisions of **FORM F**.
- (d) To assist in the scrutiny, evaluation and comparison of bids, GMDC may, at its discretion, seek from any or all Bidders, clarification(s) on his/their Bids, including technical information, documents and materials after the Technical Bid Opening but before opening of the Price Bid (Stage-III) but no change in the final price or substance of the bid shall be permissible.

4. OPENING OF BIDS AND DETERMINATION OF THE LOWEST (L1) BID:

- 4.1.** E-tendering procedure is explained in Chapter – III.
- 4.2.** For Preliminary evaluation, the bids will be opened for verification of receipt of payment towards tender processing fee and EMD. The Bidders will be able to view it on their computers after opening of the same. On verification of the supporting documents as per requirement of the tender, technical qualification of the Bidders will be assessed. Technically qualified Bidders will be communicated the date and time of on-line opening of price bids by telephone or email. However, all the qualified Bidders will be able to view the price bids on-line on their computers as well.

4.3. Evaluation of the Price Bid:

For tender evaluation, total amount of the bid for all the works and supply of material shall be determined and overall lowest bidder shall be considered for determining L1 bidder.

- (a) L1 Bidder may be called for negotiation.
- (b) After negotiation with L₁ bidder and finalization of the rates for the works with the L₁ bidder, If L₁ bidder disagrees/ discontinues the contract, GMDC may ask L₂ bidder to carry out the works at the rate finalized with the L₁ bidder for the certain/equally distributed quantities of the works. In case of refusal by the L₂ bidder to accept the offer, GMDC reserves the right to select the next Bidder. Decision of GMDC in selection of the bidder is final and bound to all the bidders.

5. Price Bid:

FORMAT FOR PRICE BID in FORM AA as per page No.44:

(To be submitted online)

5.1. Bidders are requested to quote their Rate as per Price-Bid Form-AA for the works, supply of materials, etc. Bidders has to quote rates for all the items of the schedule if bidder fails to submit the rate for any of the item then their bid will not be considered and out rightly rejected.

The bidder shall have to carry out the Complete Supply, Erection & Commissioning of 3.8 KM long 11KV OH HT lines work as per the scope of works & supply of materials. The essence of this contract is to carry out above works with specialized manner within time period of six months from date of commencement of work.

5.2. While submitting the price bid electronically, Bidders are requested to quote their Rate for the work with supply of materials inclusive of all taxes except Goods and Service Tax.

5.3. There shall be no Escalation on firm rate of all items to be executed under the contract and shall remain valid for the entire period of the contract.

5.4. The Bidders are required to quote the rates strictly as per the terms and Conditions mentioned in the tender. Any conditional tender will not be entertained and shall be summarily rejected. Rate quoted shall remain valid for 90 days from the date of opening of the technical bid, which shall be deemed extended unconditionally for further period of 90 days, if GMDC requires it.

5.5. Payment to be made to the successful bidder will be based on -

1. The payment shall be made as per actual works carried out or material supplied after deduction of LD, if any.

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

5.7. GOODS & SERVICE TAX (GST):

- a. All bidders are required to submit their GST number and date in the bid. Bid received from unregistered bidder will not be considered and out rightly rejected.
- b. Bidders are requested to quote their rates without GST. GST will be paid/adjusted/reimbursed to the successful bidder as per prevailing rates and rules to the extent directly related to the services rendered OR Goods supplied by the successful bidder under the said contract subject to production of documentary proof and successful bidder will mention the GST amount separately in the invoice/bill along with SAC/HSN Code under GST.

6. ACCEPTANCE OF LETTER OF INTENT & PAYMENT OF SECURITY DEPOSIT:

GMDC, on acceptance of the offer, will issue Letter of Intent to the successful bidder; that will be required to confirm its acceptance of the LOI within 7 days from the date of receipt. If it does not accept the LOI within stipulated time period, the amount of the EMD paid will be forfeited and necessary further actions may be initiated as may be deemed fit by the GMDC. Successful bidder shall submit the Security Deposit in the manner prescribed in Chapter No-VI of the Tender Document. In case of failure to submit the security deposit, the amount of EMD will be forfeited and necessary further actions may be initiated as may be deemed fit by the GMDC.

7. COMMENCEMENT OF WORK:

After acceptance of the LOI, Successful Bidder shall have to commence the work within 15 days.

GENERAL:

- 7.1. If the tender documents and forms referred to in the tender are not submitted or are submitted but not found duly filled in and unsigned, will result in rejection of the tender.
- 7.2. Canvassing in any form may lead to rejection of the offer.
- 7.3. Bids once submitted shall not be returned and shall remain the property of the GMDC.
- 7.4. The Bidder who have earlier been awarded contract by the GMDC for any job which they either did not accept or have abandoned or contract has been terminated by the GMDC for breach of conditions, shall not be eligible to participate in this tender.
- 7.5. Bidder shall have to quote for all the items of the tender as this is being composite tender for intended purpose.

8. CORRIGENDUM:

Corrigendum if any shall be uploaded on the website <https://gmdc.nprocure.com> only. Please note that there is no provision to take out the list of parties downloading the tender document from the above referred website. As such, Bidders are requested to see the website from time to time before due date of submission of bid to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigendum, if any, will be that of the downloading parties. No separate intimation in respect of corrigendum will be sent to Bidders who downloaded the tender document from the website as information in this respect will not be available to websites.

CHAPTER – III
INSTRUCTION TO BIDDERS FOR ONLINE TENDERING

1. Tender documents are available only in electronic format which Bidders can download from the website www.gmdcltd.com and <https://gmdc.nprocure.com>
2. All Bidders must submit their bid online through the website <https://gmdc.nprocure.com> only. No physical submission of price bid will be entertained as it should be furnished on-line only. No fax, e-mail, letters will be entertained for bidding the same.
3. Following should be submitted 'off-line' in sealed covers separately at our Corporate Office, KhanijBhavan, 132 Ft Ring Road, Vastrapur, Ahmedabad.
 - i. Tender Processing Fee,
 - ii. E.M.D.
 - iii. Supporting Documents
4. Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n) code solutions- a division of GNFC Limited, who are licensed Certifying Authority by Government of India at address mentioned below at clause 5.
5. All bids should be digitally signed. For details regarding digital signature certificate and related training involved at the below mentioned address should be contacted:

Address:
(n)Procure Cell
(n)Code solutions A division of GNFC
403, GNFC Info-Tower, Bodakdev,
Ahmedabad- 380 054 (India)
Tel: +91 26857316/17/18 Fax: +91 79 26857321
Toll Free: 1800-233-1010
E-mail: nprocure@gnfc.net
6. Kindly take note that, valid Digital Signature Certificates is a must for all the interested Bidders. Online tendering process is not possible without a valid digital signature certificate.
7. Interested Bidders are also requested to complete their procedure for taking digital signature certificate in respect to filling of application form, supporting documents with necessary fees at least 3 days before last date of tender submission.
8. (n) code solutions reserves the rights to issue digital signature certificate after verification of application forms / supporting documents submitted by Bidder. (n) Code solutions is fully authorized to issue digital signature certificate to Bidders.

9. Bidders who have no facility to participate in on-line tenders are requested to contact (n) code solutions for the same.
10. Free vendor training camp will be organized every Saturday between 4.00 to 5.00 P.M. at (n) code solutions-A Division of GNFC Ltd. at address mentioned above at Clause No. 5 of Chapter No-III. Bidders are requested to take benefit of the same.
11. All the correspondence in respect to training, support or digital signature certificate should be addressed to (n) code solutions directly on the above mentioned address. In case the Bidders face any difficulty, they may contact the officials of the GMDC or GNFC on the below mentioned details:
 - a. GMDC:
 - i. Contact Person: General Manager (Power Project)
 - ii. E-Mail: jndave@gmdcltd.co.in
 - b. GNFC:
 - i. Contact Number: 079- 26857316/17/18
 - ii. E-Mail: nprocure@gnfc.net

CHAPTER IV
CRITERIA FOR EVALUATION OF TECHNICAL BIDS

1. EXPERIENCE:

- 1.1 The Bidders should have following minimum experience of having successfully completed similar works during last 7 (seven) years ending last day of November, 2021
- A. Three similar completed works, each having amount of Rs 7, 84, 720/-or more during last 7 (seven) years ending last day of November, 2021
- Or**
- B. Two similar completed works, each having amount of Rs 9, 80, 900/-or more during last 7 (seven) years ending last day of November, 2021.
- Or**
- C. One similar completed work having amount of Rs 15, 69, 440/-or more during last 7 (seven) years ending last day of November, 2021.
- 1.2 Bidder shall submit the details of work completed to Clause No.1 of Chapter no. IV as per FORM C-1 and FORM C-2 as provided in the Tender Document.

Note:

- i. Separate Statement of experience with work orders and work executed certificates duly certified by the certificate issuing authority shall be submitted with the supporting certified documents.

2 FINANCIAL CRITERIA:

- 2.1 Bidder must have a positive Net Worth for last 3 continuous years of as on **31/03/2021**.
- 2.2 Bidder must have a Minimum Average Turn Over of **Rs. 5, 88, 900/-**for financial year of, **2018-19, 2019-20, and 2020-21**.
- 2.3 A certificate from Chartered Accountant regarding financial capacity shall be submitted as per format provided in **FORM G** of the Tender Document.

3. CONSORTIUM / JOINT VENTURE:

CONSORTIUM / JOINT VENTURE are not allowed. However, sub-contracting is allowed with prior approval of GMDC Management.

4. ACCEPTANCE OF ALL THE TERMS AND CONDITIONS:

The Bidder should submit the declaration regarding unconditional acceptance of all the terms and conditions of the Tender document including Annexure and Corrigendum if any as per **FORM K** provided in the Tender Document.

5. EMD:

A non-interest bearing Earnest Money Deposit of Rs. **50,000/- (Rupees Fifty Thousand Only)** shall be paid along with the tender, enclosed with Technical Bid documents in sealed cover super scribed "TECHNICAL BID", in the form of Demand Draft/ Pay order in favor of GMDC Ltd. payable at Ahmedabad

Or

Bank Guarantee issued by banks approved by Govt. of Gujarat from time to time (except Co-Operative bank) in the form and manner acceptable to the GMDC valid for a period of not less than 6 (six) months from the date of opening of preliminary bid. Any tender submitted without Earnest Money Deposit in the desired form or inadequate amount of EMD shall be summarily rejected and no claim shall be entertained on such rejected tenders. List of the banks approved by Govt. of Gujarat is as per Annexure- I.

Relaxation in terms of submission of Earnest Money Deposit shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of Tender.

6. DECLARATION

The Bidder should give a declaration that it has not enclosed any conditional offer as per the format provided in **FORM J** of the TenderDocument.

7. BLACKLISTING OF THE BIDDER:

The Bidder or its directors have not been blacklisted by any Government Organization; The Bidder will submit a declaration to this effect as per the format provided in **FORM E** of the Tender Document. If at any time such declaration is found false, the bid will be rejected or if the contract work is already awarded, it will be terminated forthwith without payment of any compensation and the EMD/SD will be forfeited.

8. SITE VISIT CERTIFICATE:

The Bidder should give a declaration about having acquaintance with site as per the format provided in **FORM I** of the Tender Document.

9. Other declarations / Forms: Bidder shall submit Other Declarations / Forms as mentioned in the list of documents to be submitted at clause no. 3 B of Ch.-II of tender document.

CHAPTER V**SCOPE OF WORK****THE SUCCESSFUL BIDDER'S SCOPE:**

The successful bidder / bidders shall be required to carry out:

“Complete Supply, Erection & Commissioning of 3.8 KM long 11KV OH HT lines work at GMDC, Amod Mines, Vill: Rajpardi, Ta. Jhagadia, Dist-Bharuch, State – Gujarat.”

TECHNICAL SPECIFICATION:

EARTHING : Specification-Supply of approved make safe Earthing Electrode consisting pipe-in-pipe Technology made of G.I. Pipe having outer pipe dia of 76/80 mm Inner pipe dia of 50x6 mm, pressure filled with CCM. (A) Length of pipe 2 Mtr. - Back filling compound : salt & Coal.

11 KV DP Structure (Air Break Switch and LA)

DP Structure (PSC poles-200Kg x 8mtrs long) for 200A Air break switch structure reputed make, ISI mark & with operating rod , handle mounting accessories etc. & lightening arresters. Including suitable earth pit and earthing. There shall be limit switch for on and off feedback of the DP switch.

11KV OH Line with DP structures, PSC poles

50sq.mm ACSR bare conductor to be used for 11 KV OH line work with 200Kgx8mtrs PSC poles for DP structure & 1pole , angles, channels, silicon pin type and disc type insulators, V cross arms, nut/bolts, guy sets, coil earthing, Channels etc shall be used.

Every PSC poles, DP structures shall be locally earthed by coil earthing of 8 gauge GI wires.

The maximum line span between two poles shall be maintained 35/40meters.

All the erected 11 KV poles and DP structures shall be protected by thorough connected single run stranded Aluminum conductor as earth wire throughout the line length.

OTHER DETAILS OF WORK TO BE CARRIED OUT

Supply, Erection & Commissioning of, 3.8 KM long 11KV OH lines, Pipe/plate type earthing etc. work at GMDC, Amod Lignite Mines, Vill: Rajpardi, Ta.-Jhagadia, Dist-Bharuch, State – Gujarat.

1. The Successful bidder shall visit the site with his team for survey and preparation of Project Report, Design, Lay Out, Drawing, Detailed Equipment's Parameters, etc and get the project report pre approval from DGMS and Electrical Inspector and submit to GMDC.
2. After carrying out the work, the successful bidder shall get Approval / Clearance from DGMS, Electrical Inspector for charging / commissioning the system and submit to GMDC.
3. After successful commissioning, the successful bidder shall get final approval from DGMS, Electrical Inspector to enable GMDC for issuing work completion certificate.

4. All Expenses including stator/ License fee, etc for getting DGMS, Electrical Inspector approval/ Visits, etc shall be in the successful bidder's scope.
5. Complete Design, Supply, transport, Installation, testing & Commissioning with Making of bored for installation of G.I. Pipe Earthing Rod-3mtrsx70 sq.mm Diameter & same is installed in bored. The Pipe Earthing rod connected to RMU Panels, DP structures, Lightening Arrester etc. by 25mmx3mm G.I strip with G.I bolts/nuts as per instruction of GMDC Electrical Supervisor. Providing of readymade earth chamber size-1ftx1ftx 1.5ft long to every Pipe type Earthing.
6. Supply, transport, Installation, testing, Commissioning & erection of DP structure with 200A Air-break Switch. Digging work for installation of PSC poles(1mtr deep) & All the accessories reputed make, ISI Mark like silicon type Disc/pin insulators, C channels, Angles, Buts/bolts, Guy sets, Coil Earthing, lightening Arresters etc. to be provided & installed. one coat of red oxide & 2coats of Silver paint to be applied to all MS parts. lightening arresters to be earthed separately through 8 gauge GI wire (covering with PVC pipe) without touching to any parts of DP structures.
7. Complete Design, Supply, transport, Installation, testing & Commissioning 11KV OH line (3.8 KM long) , 50sq.mm ACSR bare conductor to be used for 11KV OH line. (with test certificate) Complete laying, stringing of conductors, binding, jumpering etc. work. (2) Reputed make, ISI mark Silicon pin type and disc type insulators are to be used on PSC poles DP structures & 1pole PSC pole- size-200Kgxmtrs. M.S. 65x5x5mm size V cross arms, TOP clamp with C- clamps, Nuts/bolts etc. to be used while erection of OH line. (3) The span between two PSC pole/DP structure shall be not more than 35/40mts. & between 2-pole structure is 11 feet. (4) Aluminum bared conductor to be laid throughout OH line as a earth conductor & same shall be earthed with V cross armson every PSC poles, DP structure channels etc with LT shackle insulator & Aluminum bare conductor bind to this LT shackle insulator (Shackle LT insulator be used for earth conductor at every PSC pole & DP structure for supporting of conductor) (6) Cradle guarding to be installed under 11KV OH line where road passing under the line (7) 11KV 3x50 or 3x95 sq.mm copper/Aluminum flexible cable to be underground if required & as per instruction of GMDC Electrical Supervisor.
8. For Transportation all required machinery like Hydra, vehicles, etc shall be in successful bidder's scope.
9. All above mentioned Electrical work will be carried out under direct GMDC Electrical Supervision & successful Bidder shall have to work as per his instructions.
10. All required civil structures for RMUs, Overhead lines poles, Earthing / earthing pit, etc shall be in the successful bidder's scope.
11. In some of 11KV lines old existing OH lines shall be used in this scheme.
12. The Successful Bidder shall have to submit all documents, drawing & DGMS and electrical inspector approval letter etc. (2Copies),
13. Successful Bidder shall have to arrange his own tools & tackles, men power and vehicle etc.
14. This work would be permitted strictly during office working hours only. In case of exigency, however, the Successful bidder will have to seek prior written permission for the purpose to work on weekly day of rest and / or paid holiday from the Mines Manager / GM (Project) and bear all relevant expenses such as overtime of required GMDC personnel and all other incidental expenses incurred by GMDC. The decision of GM (Project) will be final in this regard.
15. If any specification is different from the specification mentioned in the tender

documents but the differed specification is as per ISO, Then the EIC can approve to use that specification.

COMMISSIONING

After erection of all equipment's under this contract and getting due clearance of DGMS, electrical inspector, the System shall be taken in service and shall be under observation for at least 72 hours of trouble free performance for commissioning of the system.

SPECIAL TERMS AND CONDITION OF THE CONTRACT WITH REFERENCE TO SCOPE OF WORK:

1. All type of Mobilization, demobilization and local conveyance for crew deployed for the work shall be in successful bidder's scope.
2. All consumables required for the completion of work shall be in successful bidder's scope.
3. Lighting arrangement shall be in accordance with safety norm shall be in successful bidder's scope.
4. Daily progress report shall be submitted.
5. The successful bidder shall abide by and ensure compliance of all labor laws, insurance, workman compensation act & all applicable statutory rules and regulations for subject work.
6. The successful bidder must fulfill all the safety regulations and take all necessary safety measures to avoid any hazard and shall be strictly followed by persons deployed by the successful bidder for the job. To ensure safety regulations, instruction and directives given by GMDC safety officer shall be final and binding to the successful Bidder.
7. The successful bidder shall be solely responsible for any accident to his / their workers and should adhere to all rules and regulations as per labor laws of Government and other statutory authority. The successful bidder shall ensure that all persons employed by the successful bidder use personal protective equipment's.
8. The successful bidder shall keep GMDC indemnified from all liabilities arising out of his action in pursuance of this contract.
9. All persons deployed by the successful bidder shall maintain due discipline and GMDC reserves the right to take disciplinary action if required.
10. The Successful Bidder shall keep one or more nominated competent person(s) as a Supervisor in each area of work to supervise quality of work and effective progress of work as scheduled and report submission to EIC of GMDC
11. All the tools & tackles required to carry out the work shall be in successful bidder's scope.
12. All works related to hoists, Cranes, and other lifting tools, etc. for lifting, shifting of the materials is in successful bidder's scope. The successful bidder has to arrange all resources for the same. Any reason for delay of the work for the want of the resources shall not be considered.
13. For the items, which are not supplied, or the works, which are not being carried out by the

successful bidder, as the case may be, shall be completed at the risk and cost of the successful bidder.

- 14.** The successful bidder must be acquainted with all Management Information System and has to submit work plan and Bar Chart immediately on receipt of work order, and adherence shall be strictly monitored.
- 15.** The successful bidder shall attend morning meeting at any time called by GMDC management and shall apprise day to day work progress carried out during the work.

CHAPTER – VI
TERMS AND CONDITIONS OF THE TENDER

Gujarat Mineral Development GMDC Ltd., (herein after referred to as GMDC) proposes to carry out 3.8 KM long 11KV OH lines, Pipe type earthing at AMOD LIGNITE MINE, VILL. RAJPARDI, TAL. JHAGADIA, DIST. BHARUCH, GUJARAT.

1. EARNEST MONEY DEPOSIT:

A non-interest bearing Earnest Money Deposit of **Rs. 50,000/- (Rupees Fifty Thousand Only) in Form** shall be paid along with the tender, enclosed with Technical Bid documents in seal cover super scribed "TECHNICAL BID", in form of Demand Draft/ Pay order in favor of GMDC Ltd. payable at Ahmedabad from banks approved by Govt. of Gujarat from time to time (except Co-Operative bank)

Or

Bank Guarantee issued by banks approved by Govt. of Gujarat from time to time (except Co-Operative bank) in the form and manner acceptable to the GMDC valid for a period of not less than 6 (six) months from the date of opening of preliminary bid.

- 1.2** Any tender submitted without Earnest Money Deposit in the desired form or inadequate amount of EMD shall be summarily rejected and no claim shall be entertained on such rejected tenders.
- 1.3** List of the banks approved by Govt. of Gujarat is as per **Annexure- I**.
- 1.4** EMD will be refunded to unsuccessful bidders within 30 days of determination of the L1 Bidder and on acceptance of LOI by L1 bidder.
- 1.5** The EMD of the successful bidder shall either be adjusted as a part of security deposit, if desired by the successful bidder or shall be refunded on receipt of security deposit amount as stipulated in clause No.2 of the Chapter-VI.
- 1.6** In case of non-conformity, irresponsible behavior and fluctuation on the matter discussed / negotiated with the successful bidder regarding the contract work before issuing the LOI, the amount of the EMD paid will be forfeited and necessary further actions including black listing of the successful bidder may be initiated as may be deemed fit by the GMDC.

Relaxation in terms of submission of EMD shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of Tender.

2. SECURITY DEPOSIT:

Security Deposit is measure of liquidated damages sustained by GMDC for not performing the contract satisfactorily. Nothing herein above shall disentitle GMDC from claiming the damages actually sustained in the value over and above the Security Deposit.

- 2.1** The successful bidder shall pay security deposit in the following manner within **7 Days** from the date of acceptance of LOI:

10% of the total contract value excluding goods and service tax at the time of award of the work before commencement of the contract work in form of a Crossed Demand Draft in favor of GMDC payable at Ahmedabad from time to time except Co-Operative Bank or a Bank Guarantee issued by the Banks approved by Govt. of Gujarat having validity beyond the six months of the contract period (except Co-operative Bank) in the form and manner acceptable to GMDC.

In case of Bank Guarantee, before one month of its expiry, the same shall have to be renewed from time to time as per requirement of GMDC. The final renewal of Bank Guarantee should make valid till six months after expiry of contract period.

- 2.2** It shall be refunded to the Successful bidder, within a period of six months after satisfactory completion of the work. The Successful bidder shall obtain “No Dues Certificate” to this effect from the General Manager [Project] / Project-in-Charge and shall submit the same to the General Manager [Power] at HO, who after verification of the fact will arrange for refund of SD. The successful bidder will also have to submit “NO DEMAND CERTIFICATE” along with the above mentioned certificate as per the Performa given in the tender document.
- 2.3** The SD deposited by the Successful bidder will be forfeited if the successful bidder fails to commence the work within 7 days of acceptance of Letter of Intent by the Successful bidder.
- 2.4** Security deposit shall not bear any interest under any circumstances. Security Deposit is a measure of liquidated Damages sustained by GMDC for not providing the manpower, tools and tackles as required by as per the contract.
- 2.5** GMDC reserves the right to recover the charges or the liquidated damages from the Security Deposit in the following circumstances-
 - A.** If the Successful Bidder or its employees causes any damage or destroy any property belonging to GMDC.
 - B.** The shortfall amount of all compensations, liquidated damages and other sums of money payable by the successful bidder or recoveries to be made under the terms of this contract which is due but not paid by the successful bidder in full, etc.
 - C.** Any other dues on account of statutory compliance.

3. PAYMENT

The Successful bidder shall submit invoice for the work executed and Material supplied within 7 days of completion of the works. Payment shall be processed after execution of the contract agreement only.

- A.** Invoice shall be submitted to the office of General Manager (Project) with following documents:
 - i.** Details of Work carried out with work measurement sheet and due approval from GMDC EIC. Details of Material supplied with GMDC Gate Security certification, GMDC store certification & GMDC EIC inspection certificate.
 - ii.** Drawings, Layout, and Test Certificates, Approval / Compliances Certificates from DGMS, Electrical Inspector etc

iii. MOM held with GMDC

Note:

- (1) Successful bidder has to make main gate entry on the supplied material and material is to be credited to main store only.
- (2) Only after verification from GMDC, the materials shall be issued to the successful bidder through local Material Issue Ticket.
- (3) Bills for works and Spares, consumables, equipment and Material with Price bid Sr. No to be put up for verification and tracking

B. Compliance of all law relevant with the work carried out by successful bidder such as Labour, and Factories Act etc, Mines Act, etc.

C. Payment shall be done only as per actual quantity of work carried out / material supplied by the successful bidder.

4. MODE OF PAYMENT:

The mode of payment will be by RTGS.

The Running Account bills, submitted at the office of General Manager (Project) will be processed there considering following deductions.

- a) Income tax as per provision of Income Tax Act, and other Taxes (and surcharges) applicable in force from time to time.
- b) Cost of any other services provided / material supplied plus 15% administrative charge, if any, by the GMDC.
- c) Liquidated damages leviable as per clause No.5 of Chapter-VI
- d) Other deductions, if any.
- e) An ad-hoc payment @ 80% of the payable amount arrived after considering above deduction, will be paid by office of the G.M. [Project], within 30 days of submission of the bill along with its details.

The bill shall then be sent to GMDC's Corporate Office at Ahmedabad for verification, auditing and approval. Balance 20% payable amount of Running account bills shall become payable by Project only within two weeks of the receipt of the approved bill from Corporate Office.

5. LIQUIDATED DAMAGES (L.D.):

5.1 If the successful bidder fails to start the actual work within 07 days from the date of acceptance of LOI, a liquidated damages @ **Rs 5,000/- per day** for delay period in starting of the work shall be levied subject to a maximum of 10 % of the total contract value. If the successful bidder fails to start work even after 25 days of acceptance of LOI, the GMDC will be free to forfeit the EMD and /or SD, or both the EMD and SD and take action stipulated under Clause No.1 & 2 of Chapter-VI of tender document.

5.2 Time and quality is the essence of the contract and successful bidder has to complete the work accordingly. Looking to this, if the delay in completion of the works happens which

can be attributed to the successful bidder, the LD shall be recovered at the rate of Rs 5,000/- per day for delay period of completion with the maximum ceiling limit of 10% of the total contract value.

- 5.3 Incompletion of any work or part of the work found of the contract affecting to the operation and safety of equipments and man power shall be considered non-completion of the work and may lead to liquidated damage.
- 5.4 Under any circumstances GMDC shall not be liable to pay any compensation to the successful bidder.
- 5.5 Any delay of starting / completion of work due to want of materials shall also lead to LD as per clause 5.2.
- 5.6 If the delay of getting DGMS, Electrical Inspector final approval occurs but the successful bidder has applied for the same in time, then this delay shall not be considered as delay attributable to the successful bidder. However, the Successful Bidder shall ensure to get the approval / clearance at the earliest. Payment shall be released only after submitting DGMS, Electrical inspector approval/ clearance.
- 5.7 The GMDC reserves right to terminate the contract and get the balance work completed at the cost and risk of the Successful bidder if the work shall not be carried out up to the satisfaction of GMDC and not completed in time.
- 5.8 **The overall cap on total LD for delay in supply and / or works shall be 10% of total contract value.**

6. PERFORMANCE GUARANTEE:

The Successful bidder shall provide performance guarantee for 10% of the total contract (order) value on Landed basis inclusive of applicable Taxes & Duties, for One and half year (18 month out of 12 months for defect liability) against the works done / materials supplied by the successful bidder for trouble free performance from the date of commissioning & completion of work. During the guarantee period, If any problem surfaces, the Successful bidder shall carry out of repairing / replacing the material or carry out work free of cost. All types of expenses for repair, replacement, labour, insurance, statutory etc shall be in Successful bidder's scope.

The guarantee covers all types' causes of non-satisfactory performances except natural calamities.

7. STATUTORY OBLIGATIONS

- 1) 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.
- 2) 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.

- 3) 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".
- 4) The Bidder has to issue to the employee's Identity card with their photos and shall also maintain relevant register.
- 5) That the Bidder shall give leave / holiday to its workforce as per the provisions of labour laws applicable.
- 6) That the Bidder would obey with all applicable laws and maintain all such necessary records as necessitated under such enactments.
- 7) Every person deployed by the successful bidder at a Project must wear safety gadgets to be provided by the successful bidder.
- 8) The successful bidder will be required to obtain License from the office of the Labour Commissioner for the required strength of labour, before commencement of work at site and the same shall be maintained updated and valid throughout the currency of the contract.
- 9) If any amount becomes payable by GMDC as a result of any claim or application in terms of the provisions or non-compliance of provision of the any Acts and the Rules and Regulations, By-laws or the Orders made there under, applicable from time to time, such amounts shall be recoverable from the successful bidder for which GMDC will not be responsible for any compensation.
- 10) The successful bidder shall also indemnify the GMDC against any claims, compensations, damages, loss, liquidated damages etc. for breach and / or non-fulfillment of the prevailing Rules and Regulations and other statutory provisions in force from time to time and applicable to the work during the currency of contract.
- 11) The successful bidder shall comply other statutory provisions of Law.
- 12) The successful Bidder shall have to follow Mines Act 1952, MMR1961, Mines Rules1955, Mine vocational training rule 1966, Mine Creche rule 1966, DGMS circulars issued from time to time, Explosive rule 2008, Ammonium Nitrate rule 2012, MCR 1960 and MCDR 1988, MCDR 2015, Environment Protection Act, Minimum Wages Act, P.F. Act and related Labour laws applicable and maintain registers, records etc. in prescribed format, under the laws.
- 13) When, any work is performed at night or where daylight is poor or obscured, the successful bidder shall have to provide artificial lights at its own cost, wherever required on high towers. The illumination at the working site should be sufficient to carry out mining operation properly and safely with due approval of General Manager (Project)/ Mines Manager. The lighting standards shall be as prescribed by DGMS.
- 14) Electricity and water shall be provided from existing points by GMDC free of cost. Transportation / transmission shall be in successful bidder's scope.
- 15) The successful bidder shall be responsible to construct and maintain proper and adequate fencing, lighting guarding and taking necessary safety measures for all works under the contract as may be necessary or guided by the General Manager (Project) / Mines Manager at their cost.

16) Planning and Design shall be approved from the General Manager (Project) / Mines Manager and certified from Electrical Inspector, DGMS, required under law by the Successful bidder's scope.

8. LAWS, REGULATIONS AND PERMITS AND RULES MADE THERE UNDER

8.1 The successful bidder shall comply with all applicable laws, ordinances, approved standards, rules and regulations, and shall procure all necessary municipal and governmental Gujarat Mineral Development Corporation Ltd. Permits, licenses and inspection and shall pay all fees and charges in connection with the items covered by the contract. The successful bidder shall serve GMDC harmless as a result of any in factions thereof. Successful bidder will be solely liable for all non-compliances.

8.2 The following are some of the major Government of India Acts and Regulations to be complied with by the Successful Bidder. The List is illustrative and not exhaustive.

8.2.1 The Mines Act of 1952 and other allied laws relating to Mining.

8.2.2 The Electricity Act, 2003 and rules made there under

8.2.3 The Minimum Wages Act, 1948

8.2.4 The Employees Compensation Act 1923 and Amendment Act 2010

8.2.5 The Payment of Wages Act 1936 and Amendment Act 2012

8.2.6 Payment of Bonus Act 1965 and Amended up to date

8.2.7 Contract Labour Regulations & Abolition Act 1970

8.2.8 Interstate Migrant Workmen (Regulations) Act 1979

9. NOTICE

Written notice shall be deemed to have been duly served if delivered to the individual or to successful bidder or to the Signing Authority of the GMDC from whom it is intended, or if delivered at or sent by mail or post, to the last business address known to him who gives the notice.

10. BANKRUPTCY ETC.

If the successful bidder commits an act of Bankruptcy or goes into liquidation except for construction purposes, or if its business is carried on by a receiver, such receiver, liquidator or any person in whom the contract may become vested shall forthwith give notice thereof in writing to GMDC and in reasonable time during which he shall take all reasonable steps to prevent stoppage of performance of the contract, have the option of carrying out the contract subject to his or their providing such guarantees as may be required by GMDC but not exceeding the value of the work for the time being remaining unexecuted.

The event of stoppage of performance under the contract, the period of option under this clause shall be decided by GMDC considering the situation, provided that the above option is not exercised, GMDC may terminate the contract by serving notice in writing to the successful

bidder. The power and provision so reserved to GMDC on taking of the work out of the successful bidder's hands shall apply as far as they may be when the contract is so terminated.

11. CANVASSING NOT PERMITTED

11.1 Bidder should not canvass their offer personally or otherwise by approaching the Chairman or the Member of GMDC. If any Bidder wants to make any representation regarding his offer, he should write to the General Manager (Power), if he desires, but personal and oral representations are not permitted.

11.2 In spite of the above clear instructions, any Bidder is found to canvass his offer or against his competitor's offer through personal approach to the competent authority or the officials of GMDC, their offer will be rejected without assigning any reason and the firm even is black listed.

12. TERMINATION OF CONTRACT

If at any time during the currency of this contract, if any breach occurs due to the reasons attributed to the successful bidder, GMDC shall be at liberty to terminate this contract without assigning any reasons, whatsoever, for such termination and any losses and/or damages occurring due to such termination shall be borne by the successful bidder. GMDC shall be entitled to forfeit Security deposits as Liquidated damages.

13. DISPUTE RESOLUTION AND ARBITRATION

All questions, disputes, differences whatsoever which may at any time arises 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 and the venue of arbitration proceedings shall be at Ahmedabad only. Language should be English.

14. GOVERNING LAW

This Tender and subsequent Contract shall be construed and interpreted in accordance with and governed by the laws of India.

15. JURISDICTION:

The matter related to any dispute or difference arising out of this Tender and subsequent contract shall be subject to the exclusive jurisdiction of Court at Ahmedabad only.

16. PROVISIONS RELATED TO INSURANCE:

- a.** Insurance –The successful bidder shall take full responsibility to take all precautions to prevent loss or damage to the works or part thereof for any reasons whatsoever (except for reasons which are beyond control of the successful bidder or act of God, e.g. flood, riots, war, earthquake, etc.) and shall at his own cost, repair and make good the loss/damage to the work so that on completion, the work shall be in good order and condition and in conformity with the requirements of the Contract and instructions of the Project Authority, if any.

- b. The successful bidder shall, at all times during the pendency of the Contract, indemnify the GMDC against all claims, damages or compensation under the provisions of the Employee's Compensation Act and shall take insurance policy covering all risk, claims, damages or compensation payable under the Employee's Compensation Act or under any other law relating thereto.
- c. The successful bidder shall ensure that the insurance policy / policies are kept alive till full expiry of the Contract by timely payment of premiums and shall not be cancelled without the approval of the GMDC. The cost of premiums shall be borne by the successful bidder and it shall be deemed to have been included in the tendered rate.
- d. In the event of the successful bidder's failure to effect or to keep in force the insurance referred to above or any other insurance which the successful bidder is required to effect under the terms of the Contract, the GMDC may effect and keep in force any such insurance and pay such premium / premiums as may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due by the successful bidder.

17. TRAVELING, LIVING AND OTHER EXPENSES:

The Contract price shall include all salaries, and wages, all traveling time and expenses, boarding and lodging allowance and medical expenses of all personnel furnished by the successful bidder and all payments which the successful bidder may have to make in relation to the work, to the laborer's and other personnel employed. Further the contract price shall include all taxes and liability in respect of Employee's Compensation Act, Employee State Insurance Act and Employees Provident Fund Act, etc.

18. MEASUREMENTS

- The complete execution of the work with supply of Materials and as per scope of work shall be counted for payment. If the work or supply is not completed as per scope of work or supply and any part work or supply is done, then the part work shall not be counted for payment.
- Successful bidder has to submit the material account statement along with the work measurement sheet. Any Invoice without material account statement shall not be processed, this may please be noted.
- All the supplied credited materials as per the Schedule B & C shall be the property of GMDC.
- All the materials to be supplied as per the scope of works and or supply shall be credited to GMDC main stores only. For work execution the same shall be issued from the main store to the successful bidder / representative of the successful bidder.
- The material which is required to carry out the works and in the scope of successful bidder shall be estimated and credited to respective department of GMDC separately and the same shall be certified and issued to the successful bidder during the execution of work. The successful bidder shall ensure sufficient availability of the consumables to avoid any delay in completion of the work.

19. NON FULFILMENT OF TERMS AND CONDITION OF THE CONTRACT:

- 19.1** If the successful bidder 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 successful bidder. This however, shall not absolve the successful bidder 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 successful bidder and the successful bidder shall be responsible to pay such cost incurred by the GMDC to complete the work and / or to get the work completed.
- 19.2** Likewise, if the successful bidder 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 successful bidder 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 successful bidder.
- 19.3** For any reasons, if it is required, the GMDC reserves right to cancel, terminate, amend and / or alter the contract and / or bifurcate and / or reduce the contract work at any time without giving any notice or reason to the successful bidder and without incurring any responsibility. For such cases, successful bidder shall have to take away his labour, tools, tackles, machinery, equipment etc. and shall leave the site at once or shall have to carry out the instructions of the GMDC.

20. ACCIDENT ETC. AND RESPONSIBILITIES OF BIDDER:

- 20.1** The entire responsibility on account of any accidents, damage or personal injury which may occurred to any of the successful bidder's vehicles / equipment's or his / its employees or any outside party shall be exclusively that of the successful bidder and no claim whatsoever shall be entertain by the GMDC on this account. The successful bidder shall keep the GMDC indemnified from all the consequence.
- 20.2** In the event of any breakdown or accident during the course of any work, the successful bidder shall notify the facts to the Project Authority or any other officer immediately present there of such incidence and shall simultaneously make adequate remedial arrangements on his / its own cost and risk and as per the instruction of the Project Authority.
- 20.3** The successful bidder shall pay all claims, damages and compensation with cost arising out of or resulting there from to the third party(s) and in case the GMDC would be required to face any proceedings all to pay any amount on the aforesaid account, it shall be deemed to have been discharged on behalf of the successful bidder, the same amount shall be recovered from the successful bidder bill or dues pending towards GMDC.

21. GENERAL CONDITONS

- 21.1** All the persons of the Successful bidder engaged inside the mines working area must wear Helmet and Shoes and other PPEs. As and when required other personal protective wears shall also be provided to them by the successful bidder.
- 21.2** The Successful bidder shall take adequate statutorily prescribed insurance cover for all men and machinery engaged by him/it for performance of the work at site. Any insurance claim brought against the GMDC by an individual or by customers or by any such other persons who suffered damage due to negligence of the Successful bidder or his employees, the same shall be settled by the successful bidder at his cost.
- 21.3** The Successful bidder has to ensure supervision of the work through duly qualified and competent persons and also has to make sure that a responsible Manager/ Engineer full time available on work site to whom GMDC can issue the instruction and who can fulfill such instructions. Successful bidder shall appoint qualified Manpower.
- 21.4** The Successful bidder shall not change the constitution of the firm/name during the currency of the contract without prior approval of GMDC. Upon such change in constitution and/or name, Supplementary agreement to that effect shall be executed and if the SD is submitted in form of BG/FD than fresh BG in the name and/or constitution shall be submitted failing which necessary action as deemed fit by GMDC shall be taken.
- 21.5** All the staff members of the successful bidder shall carry Photo Identity Card while on duty.
- 21.6** The successful bidder shall provide necessary arrangement for transportation of manpower from Township or other locations to work site with all the required safety provisions/devices enforced by statutory authority and other applicable laws/rules or as directed by GMDC authority.
- 21.7** All the equipment to be deployed by the successful bidder must be maintained in proper working order and be fitted with all the required safety devices enforced by statutory authority e.g. Audio Visual Alarms, fire extinguisher etc.
- 21.8** In case of any Central/State Government directives regarding mines and / or electrical works execution of work related thereto, the same shall have to be strictly adhered to and binding upon the successful bidder for implementation, for which GMDC will not be responsible for any compensation.
- 21.9** The successful bidder shall abide by the provision of the Motor Vehicle Act for machinery. Any consequences arising out of non-compliance of said Provisions will be at the successful bidder's sole risk and cost, for which GMDC will not be responsible for any compensation.
- 21.10** To meet the exigencies arising out of natural calamities or disaster or during any emergency, GMDC reserves the right to take away any of the equipment's / machineries

deployed at the project site with a mutually consented rate. A separate agreement will be made to this effect.

- 21.11** MD-GMDC is authorized to take suitable decision and action in case of requirement to amend / alter the work order conditions /quantities of the works / extension of the work completion period / allotment of additional works / revision of the rates of the work etc. if necessary, in the interest of GMDC.

22. SUB-CONTRACT:

The successful bidder shall not be allowed to assign any part of the work / sub-contract any portion of this work. .

23. COMPLETION OF WORK:

- Upon the successful bidder fulfilling the entirety of its obligations under the Contract to the satisfaction of GMDC and subject to terms and conditions of the Contract, it shall become eligible to apply for a Completion Certificate. The General Manger (Project) of GMDC shall formally issue the Completion Certificate, after verifying from the completion documents and satisfying himself that the Works under the Contract have been completed in accordance with all the provisions of this Contract. The successful bidder, after obtaining the Completion Certificate shall become eligible to present the final bill for the Works executed by it under the Contract.
- Upon completion of Works under the Contract and before the application for the Completion Certificate, the successful bidder shall clear the project of GMDC of all rubbish, dirt, structures, scrap, oily rags etc. Failure to clear the project may constrain GMDC to clear the said site at the risk and cost of the successful bidder.
- The successful bidder shall provide GMDC with any and all documents / records / certificates / proofs that may be demanded before issuance of Completion Certificate.

24. FORE CLOSURE:

- 24.1** In case of any necessity arising due to local working conditions, land / lease issues, major deviation in the geological data / information, unexpected sliding of the benches or dumps or any unforeseen reason not in the control of the GMDC or of the successful bidder, Committee comprising of representative of GMDC, successful bidder and Outside Expert from Technical and Financial background shall be constituted and Committee will look into the reasons / causes and analyze the conditions as to whether the work awarded is feasible to continue with the existing terms and conditions of the contract or any other available option or to Fore Close the contract in the interest of both the GMDC and the successful bidder.

- 24.2** If after study of the prevailing conditions of the contract under execution, committee recommends to Fore Close the contract keeping in view the financial implication to both the GMDC and successful bidder, guideline / Modality of the Fore Closure of the contract shall be decided by the committee considering the work executed and unexecuted, period of the

contract completed and balance period of the contract, value of the work executed and value of the work unexecuted etc.

25. FORCE MAJEURE

- 25.1** Force majeure is herein defined as any cause which is beyond the control of the successful bidder 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.
- 25.2** The successful bidder 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.
- 25.3** For delay arising out of Force Majeure, the successful bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of force Majeure and neither GMDC nor the successful bidder 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.
- 25.4** If any of the Force Majeure conditions exists in the place of operation of the contract or 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.
- 25.5** The successful bidder 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.
- 25.6** *In case of force majeure condition, GMDC reserves the right to extend the period of the contract suitably and liquidated damages may be reviewed during the force majeure period. However, in no case, GMDC will pay any compensation towards force majeure period nor any compensation will be paid for idle machinery and manpower.*

26. CHANGE IN LAW:

Nothing in this contract shall entitle the Bidder to claim additional payment against the work executed or being executed or likely to be executed upon the change in law by Government of India or State of Gujarat as regards any taxes, liabilities arising out of work contract, judgments of court etc. That nothing under the said laws shall create any additional liability on the GMDC over and above that set out herein. That unforeseen circumstances in the working of the said contract shall not entitle Bidder to abandon or demand additional payment under a different

head not originally mentioned herein and hence nothing except what is contained in the present contract shall constitute binding obligations between parties.

27. INTERPRETATION:

That no communication preceding or following the present tender shall have any bearing on the terms and conditions set out herein. That no contract, promise or obligation shall arise out of the said communication, over and above what is set out herein above. That the terms contained herein constitute the entire bargain between the parties and shall not be interpreted in the light of commercial correspondence between the parties.

FORM – A**CHECK LIST OF DOCUMENTS ENCLOSED WITH TENDER****TECHNICAL BID**

S. No.	Document	Declaration (Strike out whichever is not applicable)
1.	Tender Processing Fee and EMD FORM–A (check list of documents enclosed with tender)	Yes / No
2.	FORM–B (Status of the Bidder)	Yes / No
3.	FORM–C-1 (Details of work carried out during the last seven years by the Bidder)	Yes / No
4.	FORM C-2 (Details of work carried out should be provided as per FORM C-2 provided in the tender Document)	Yes / No
5.	FORM C-3 (Details of Bidder as per the format provided in Form C-3 of the Tender Document)	Yes / No
6.	FORM D- No Demand Certificate	Yes / No
7.	Declaration of not Black listed as per the format provided in FORM E of the Tender Document	Yes / No
8.	Undertaking of Genuineness of Document as per format provided in FORM F of the Tender Document	Yes / No
9.	CA Certificate of Net worth, Turnover and Working Capital as per format provided in FORM G of the Tender Document	Yes / No
10.	Undertaking of Indemnity as per format provided in FORM H of the Tender Document.	Yes / No
11.	Declaration of site visit as per format provided in FORM I of the Tender Document.	Yes / No
12.	Declaration of unconditional offer as per format provided in FORM J of the Tender Document.	Yes / No
13.	Declaration regarding unconditional acceptance of all the terms and conditions of the Tender documents per format provided in FORM K of the Tender Document	Yes / No
14.	Power of Authority to sign the documents	Yes / No

PRICE BID

1	Online Price bid submission in Form 'AA'	Yes / No
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FORM - B**Status of the Bidder**

Particulars	Details
Name of the Bidder:	
Address	
Registered office :	
For correspondence:	
Telephone No.	
Fax No.	
E-mail Address	
Attested copies of Deeds, Articles of association to be enclosed	

Name of person holding power of attorney (Attested copy of power of attorney to be enclosed)	
Names of Partners with their Present and permanent address	
Name of Bankers with full address and Telephone No& Bank Account Details	
PAN of Bidder	
GST Registration No. of Bidder	
PF Registration No.	

FORM –C-1**DETAILS OF WORK CARRIED OUT DURING THE LAST SEVEN YEARS BY THE BIDDER****(Details to be submitted in line of Experience submitted in Form- C2)**

Sr. No.	Description of work with Work place	Name of client with postal address	Period		Quantity awarded	Actual quantity worked	Work experience certificate attached
			From (Date)	To (Date)			
							Yes/No
							Yes/No
							Yes/No
							Yes/No

****TO BE CERTIFIED BY CHARTERED ACCOUNTANT SHOWING MEMBERSHIP NO/ FIRM REGISTRATION NO.**

FORMC-2

Bidder should submit the details of work carried out during the last seven years by the Bidder in below format in addition to the details submitted in the Form-C-1:

Bidder	Amount of Single Work Order in Lakhs of INR						
	Year 1 (Period)	Year2 (Period)	Year 3 (Period)	Year 4 (Period)	Year 5 (Period)	Year 6 (Period)	Year 7 (Period)

****TO BE CERTIFIED BY CHARTERED ACCOUNTANT SHOWING MEMBERSHIP NO/ FIRM REGISTRATION NO.**

FORM – C-3**DETAILS OF BIDDER**

Particulars	
Whether enlisted in other dept., if yes, then furnish the details pertaining to class and the amount qualified to tender	
Was the applicant or its partners or Directors black listed in past by any Govt. or any other body.	
Details pertaining to the work incomplete, if any	
Details of the litigation, court cases and arbitration either completed or under progress during last 10 years against your company or any partner/proprietor of present company were associated in any capacity.	

FORM D

(On letter head of the Bidder- to be produced at the time of release of Security Deposit)

To,
General Manager (Power)
Gujarat Mineral Development GMDC Ltd.

"KhanijBhavan" 132' Ring road,
University Ground, Vastrapur,
Ahmedabad- 380 052

Name of Works:

- **The Work of _____.**

NO DEMAND CERTIFICATE

We _____ hereby certify that we have received the payment of all our bills in full and final settlement of our claims in respect of Tender No. _____ for all the works as mentioned above at _____.

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 & Stamp of the Bidder

Date: -

Signature & Address of

Witnesses 1. _____
 2. _____

FORM E

DECLARATION

(On letter head of the Bidder)

FROM:

DATE:

To,

The General Manager (Power),
Gujarat Mineral Development GMDC Ltd.,
"KhanijBhavan", 132 ft. Ring Road,
University Ground, Vastrapur,
Ahmedabad-380015

Dear Sir,

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

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

Yours faithfully,

Signature and Stamp of the Bidder

FORM F

(FORMAT FOR AFFIDAVIT)

A F F I D A V I T

UNDERTAKING REGARDING GENUINNESS OF DOCUMENTS

(On Non-Judicial Stamp Paper of RS 300/-)

I/We, _____, Partner/Director/Legal Attorney/Accredited Representative of M/s. _____ solemnly declare that:

1. I/We are submitting Tender for the work "11KV Electrical works with supply of material at Rajpardi Lignite Project" against Tender No: GMDC /RAJPARDI/ELECT/01/2021-22.
2. None of the Partners/Directors of our firm/GMDC is relative of employee of GMDC.
3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.
4. All documents/credentials submitted along with this Tender are genuine, authentic, true and valid.
5. If it is found at any point of time that our documents are not genuine then in that case our tender will be rejected, earnest money deposited by us will be forfeited and we will be debarred from participating in further/future GMDC tenders and/or any action as deemed fit by GMDC may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money / Security deposit and banning/delisting of our entity and all related persons etc.

SIGNATURE OF THE BIDDER

WITH SEAL

Dated

FORM G

CERTIFICATE OF NETWORTH AND TURNOVER

On the basis of the **audited books of accounts** produced before us by M/s. _____, we certify that as per the books of account Net worth and Turn Over of the firm M/s _____ are as under:

1. Net Worth= Rs. _____ as on 31/03/2021.

2. Turn Over = Rs. _____ for the Year 2018-19.

Rs. _____ for the Year 2019-20.

Rs. _____ for the Year 2020-21.

Average Turnover of Rs. _____

TO BE CERTIFIED BY CHARTERED ACCOUNTANT SHOWING MEMBERSHIP NO/ FIRM REGISTRATION NO.

FORM H

UNDERTAKING OF INDEMNITY

(On Letter head of the Bidder)

To,

The General Manager (Power)
Gujarat Mineral Development Corporation Ltd.
Khanij Bhavan
132' Ring Road, University Ground,
Vastrapur,
Ahmedabad.

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. _____. We shall be responsible for all risk arising in connection with or on account of the operations covered by the contract covered by the 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 operations covered by the Bidder/tender, 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 the GMDC Limited in this behalf, shall also be recoverable from us, without prejudice to your other rights.

Yours faithfully,

For -----

(Signature & Stamp of the Bidder)

FORM I

DECLARATION ABOUT THE SITE VISIT

(On letter head of the Bidder)

Name of Works:

- **The Work of _____.**

We _____ hereby certify that we have fully understood the site condition in respect of Tender No. _____ for all the works mentioned above at _____. We have obtained all relevant details, information, data, existing working conditions, existing industrial environment etc. We have also studied the working conditions as proposed in the tender and availability of power supply, water supply, man power, machineries, transportation facility etc.

We hereby agree and undertake not to raise any dispute and/or objection at any stage on any ground whatsoever, during the currency of the contract if awarded to us.

SIGNATURE OF THE BIDDER WITH SEAL.

Dated

FORM J

DECLARATION OF UNCONDITIONAL OFFER

(On letter head of the Bidder)

We _____ hereby declare that we have not put any condition in our offer with respect to Tender No. _____,

SIGNATURE OF THE BIDDER WITH SEAL.

Dated

FORM K

Declaration regarding unconditional acceptance of all the terms and conditions of the Tender document

We _____ hereby declare that we accept all the terms and conditions, including Annexure, Corrigendum if any, as specified in the Tender Document No. _____ unconditionally.

SIGNATURE OF THE BIDDER WITH SEAL.

Dated

FORM-AA**PRICE BID FORM – AA (To be submitted online)****Note:**

1. Quoted Price shall be inclusive of all other Taxes and exclusive of GST.
2. There shall be no Escalation on firm rate of contract and shall remain valid for the entire period.
3. It is mandatory to quote rate for all the items mentioned in the price bid. Bidders who won't quote rate for any of the item(s) shall be rejected.

A- SUPPLY OF ITEMS

Sr. No.	Description	UOM	Qty.	Unit Rate in RS. for Supply of Material	Total Amount in RS. EXCLUDING gst
		A	B (Rs)	C=AxB (Rs)	
1	SUPPLY OF PSC POLE 8 METER 200 KG.- WITH TEST CERTIFICATE.	Nos.	85		
2	SUPPLY OF PSC POLE 10METER 300 KG.- WITH TEST CERTIFICATE.	Nos.	12		
3	ACSR 50SQ. MM RABBIT CONDUCTOR - SIZE: 6/1/3.35MMWITH TEST CERTIFICATE.	KM	11.5		
4	SUPPLY OF GUY SET WITH PREFORM FITTING(Anchor rod, turn buckle, eye bolt, stay wire, HTguy insulator, Guy clamp set)-- WITH TEST CERTIFICATE.	Nos.	40		

5	Supply (Air Brake Switch with all Accessories Angle all type)11 KV G.O.D. switch & Drop out fuse complete with insulator, operating handle with galvanised pipe, sq. bar etc. 18 KV lightening arrester with clamp-3 nos. Air Brake Switch& D.O with all Accessories (M.SAngle all type size 65x65x6mm)	SET	2		
6	G.I.WIRE(8 SWG)	KG.	400		
7	C-CLAMP	NOS.	90		
8	TOP FITTINGSize 65x65x6mm	NOS.	90		
9	V-CROSS ARM Size 65x65x6mm	Nos.	85		
10	11 KV - 45 KN - SILICON RUBBER COMPOSITEPININSULATOR. (B&S TYPE)WITH TEST CERTIFICATE.	Nos.	250		
11	11 KV - 5 KN - SILICON RUBBER DISC COMPOSITE INSULATOR.WITH TEST CERTIFICATE.	Nos.	60		
12	11 KV DICS H.W.	Nos.	60		
13	Supply of approved make safe Earthing Electrode consisting G.I pipe -in- pipe Technology having outer pipe dia of 76/80 mm Inner pipe dia of 50x6 mm, pressure filled with CCM. (A) Length of pipe 2 Mtr. - Back filling compound : SALT & COAL WITH TEST CERTIFICATE.	Nos.	30		
14	SUNDARY MATERIAL SUCH AS PG CLAMP, ALL TYPEM.S. NUT-BOLT , WASHER ETC.	KG.	300		
15	SUPPLY 3M BIRLA OR RECHEM MAKE END TERMINATION CABLE JOINT AS PER STANDARD KIT SIZE: 50 /95 SQMM FLEXIBLE COPPER CABLE	NOS	6		
A-Total for Supply					

B- SUPPLY,ERECTION & INSTALLATIL SERVICE PART

Sr. No.	Description	UOM	Qty.	Unit Rate in RS. for Supply of Material	Total Amount in RS. EXCLUDING gst
		A	B (Rs)	C=AxB (Rs)	
01	ERECTION OF PSC OF 8 METER 200 KG.INCLUDING EXCAVATION OF PIT & REFILLING OF EARTH, FIXING OF V CROSS-ARM, TOP CLAMPS. ANTI CLIMBING DEVICES, INSULATOR ETC. COMPLETE & PAINTING OF FABRICATED MATERIALS USED ON THE POLE & INSTALLATION OF COIL TYPE EARTHING WIRE NEW ERECTED POLE.	Nos.	85		
02	ERECTION OF PSC OF 10 METER 300 KG.INCLUDING EXCAVATION OF PIT & REFILLING OF EARTH, FIXING OF V CROSS-ARM, TOP CLAMPS. ANTI CLIMBING DEVICES, INSULATOR ETC. COMPLETE & PAINTING OF FABRICATED MATERIALS USED ON THE POLE & INSTALLATION OF COIL TYPE EARTHING WIRE NEW ERECTED POLE.	NOS	12		
03	STRINGING OF 50 SQ. MM ACSR (6/1/3.35)CONDUCTOR INCLUDING FIXING OF INSULATORS BINDING AND JUMPERING.	KM	11.5		
04	ERECTION OF GUY SET INCLUDING EXCAVATION OF PIT AND REFILLING OF EARTH AS PER STANDARD SPECIFICATION WITH STAY CLAMP ,	Nos.	40		

	STAY WIRE , ANCHOR ROD , TURN BUCKLE , EYE BOLT , GUY INSULATOR ETC.				
05	ERECTING OF G.I. WIRE(8 SWG) THROUGH THE LENGTH OF HT OVERHEAD LINE.	KM	3.8		
06	PROVIDE LIGHTENING ARESTOR VOLTAGE 18KV WITH SEPARATE EARTH PATTI UPTO END.	SET	2		
07	HT TAPPING FROM EXISTING POLE.	Nos.	6		
08	ERECTION OF TWO POLE, GOABSWICH AND DO FUSE AND ALL ACCESSORIES	SET	2		
09	ERECTION OF G.I. PLATE/PIPE TYPE EARTH PIT SUITABLE FOR 2 METERLENGTH SAFE EARTHING ELECTRODE.	Nos.	30		
10	PREPARED 3M BIRLA OR RECHEM MAKE END TERMINATION CABLE JOINT AS PER STANDARD KIT SIZE: 50 /95 SQMM FLEXIBLE COPPER CABLE	NOS	6		
B-SERVICE TOTAL					
C- A+B -Total for Supply AND SERVICE					

FORMAT OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)

(On Non-judicial Stamp paper to be submitted along with submission of bids)

..... (Name of the Bank)
Address.....
Guarantee No.....
A/C Messrs..... (Name of Bidder)
Date of Expiry.....
Limit to liability (currency&amount).....
Invitation For Tender No..... Dated.....(bidding document)
For..... (Name of Facilities)

Subject: Earnest Money Deposit Bank Guarantee.

Date.....20

To,

General Manger (___),
Gujarat Mineral Development Corporation Ltd.
132 Ft Ring Road,
Near University Ground Vastrapur,
Ahmedabad.

Dear Sir,

In consideration of Gujarat Mineral Development Corporation (hereinafter called "GMDC") which expression shall unless repugnant to the subject of context include his successors and assigns having agreed to exempt M/s..... (herein after called "Bidder") from demand under the terms and conditions of "Technical Bid Document" (hereinafter called the said "Bidding Document") issued by the GMDC vide TenderNo._____for the work_____

(Name of the facilities) from Earnest Money Deposit (EMD) of Bid for the due fulfillment by the Bidder of the terms and conditions contained in the said Bidding Document on production of Bank Guarantee for INR _____ (_____ only) (figure in words).

1. We the _____ (Name of Bank) hereinafter referred to as "Bank" having our registered office at _____ (address of Bank) do hereby undertake and agree to

- indemnify and keep indemnified GMDC to extent of INR _____ (_____ only) (figures in words) against any losses, damage cost, charges and expenses caused to or suffered by or that may be caused or suffered by GMDC by reason of any breach or breaches by the Bidder of any of the terms and conditions contained in the said Bidding Document and unconditionally pay the amount claimed by GMDC on demand and without demur to the extent aforesaid.
- 2.** We _____ (Name of Bank) do hereby undertake to pay the amounts due and payable under the guarantee without any demur merely on a demand by you stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by you by reason of any breach by the said Bidder of any of the terms or conditions contained in the said Bidding Document by reason of the Bidder's failure to fulfill the conditions of said Bidding Document. Any such demand on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR _____.
- 3.** We _____ (Name of Bank) further agree that GMDC shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of terms and conditions of the said Bidding Document and the extent of loss, damages, costs, charges and expenses caused to or suffered by or that may caused to or suffered by GMDC on account hereof to the extent of the Bid Security required to be deposited by the Bidder in respect of the said document and the decision of GMDC that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damages, costs, charges, and expenses caused to or suffered by or that may be caused to or suffered by GMDC shall be final and binding on us.
- 4.** We _____ (Name of Bank) further agree that guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance on the said Bidding Document and that it shall continue to be enforceable till you certify that terms and conditions of the said Bidding Document have been fully and properly carried out by the said Bidder and accordingly discharge the guarantee. Unless a demand or claim under this guaranteed is made on us in writing on or before the (date) _____ we shall be discharged from all liability under this guarantee.
- 5.** We _____ (Name of Bank) further agree with you that you have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bidding Document or to extend time of performance by the said Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by you against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said Bidding Document and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Bidder or for any forbearance act or omission on your part or any indulgence by you to the said Bidder or any such matter or thing whatsoever under the law relating to sureties would but for this provision have effect of so relieving us.
- 6.** It shall not be necessary for GMDC to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which GMDC may have obtained from the Bidder at this time when proceeding are taken against Bank hereunder be outstanding or unrealized.
- 7.** We _____ (Name of Bank) further undertake to unconditionally pay the amount claimed by GMDC merely on demand and without demur to the extent aforesaid.

- 8.** We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of GMDC in writing.
- 9.** This Guarantee will not be discharged due to the change in the constitution of the Bank or the said bidder.
- 10.** The Bank has under its constitution power to give this guarantee _____ and _____ Mr. _____ who has signed it on behalf of the Bank have authority to do so.

Yours faithfully

For.....

(Name of the Bank)

Notwithstanding anything contained hereinabove

- (I) Our liability under this Bank Guarantee shall not exceed **Rs** _____/- (**Rupees** _____ **only**)
- (II) This Bank Guarantee is valid up to _____ (Date).
- (III) We are liable to pay the guarantee amount or any part thereof under this bank Guarantee only and only if you serve upon us a written claim or a demand on or before _____ (date).
- (IV) This bank guarantee is operative only when accompanied with SFMS advice from us.

Yours faithfully

For _____(Name of the Bank)

Yours faithfully

For.....

(Name of the Bank)

ANNEXTURE-I

Annexure I.

Finance Department, GR. No.: EMD/10/2021/7729/DMO

Date: 12/04/2021


(A) Guarantees issued by the following banks will be accepted as SD/EMD on permanent basis:

❖ All Nationalized Banks

(B) Guarantees issued by the following Banks will be accepted as SD/EMD for the period up to March 31, 2022. The validity cut-off date in the GR is with respect to the date of issue of Bank Guarantee irrespective of the date of termination of Bank Guarantee.

- ❖ The Mehsana Urban Co-operative bank Limited
- ❖ Ahmedabad Mercantile Co-Operative Bank Limited
- ❖ Nutan Nagrik Sahakari Bank Limited
- ❖ Kalapur Commercial Co-Operative Bank Limited
- ❖ RBL Bank
- ❖ Axis Bank
- ❖ ICICI Bank
- ❖ HDFC Bank
- ❖ Kotak Mahindra Bank
- ❖ IndusInd Bank
- ❖ Rajkot Nagarik Sahakari Bank Limited
- ❖ The Gujarat State Co-Operative Bank
- ❖ Saraswat Bank
- ❖ Saurashtra Gramin Bank
- ❖ DCB Bank
- ❖ Tamilnadu Mercantile Bank
- ❖ Ujjivan Small Finance Bank
- ❖ A U Small Finance Bank
- ❖ Federal Bank
- ❖ Equitas Small Finance Bank
- ❖ Bandhan Bank
- ❖ Standard Chartered Bank
- ❖ City Union Bank

All the eligible banks are instructed to collect the original documents/papers of guarantee from the concerned tendering authority.


(S. Chhakshuak)
Additional Secretary (B)