



# **Gujarat Mineral Development Corporation Limited**

## **Tender Document For**

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**The Work for Supply of Manpower with tools and tackles  
For Preventive, Predictive, Breakdown,  
Shutdown, General, Routine Maintenance  
And Calibration of Electrical and C&I Equipments.**

**Tender No: Tender No:-GMDC/PD-ATPS- EMD-C&I-25/ 21-22**

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**General Manager (Power)  
Gujarat Mineral Development Corporation Ltd.  
(A Govt. Of Gujarat Enterprise)**

**CIN: L14100GJ1963SGC001206, GST: 24AAACG7987P1ZT**

**KhanijBhavan, 132' Ring Road, University Ground, Vastrapur, Ahmedabad 380 052**

**☎EPABX: 079-27913501, 27913200**

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**TENDER NOTICE**

**Tender No:-GMDC/PD/ATPS-EMD-C&I-25/21-22**

<b>Place of work</b>	2x125 MW Akrimota Thermal Power Station, village Nani Chher, Taluka Lakhpat, district Kutch, Gujarat.
<b>Brief Description of work</b>	Supply of Manpower with tools and tackles for Preventive, Predictive, Breakdown, Shutdown, General, Routine Maintenance and Calibration Of Electrical (EMD or Electrical Maintenance Department), Control & Instrumentation (C&I) Equipments.
<b>Item wise Quantity.</b>	As per Annexure- "C", "D" and E"/ Supply of Electrical Technicians: 8nos. Electrical Helper: 12 nos., CONTROL & INSTRUMENTATION Technicians: 10 Nos., CONTROL & INSTRUMENTATION Helper: 4 nos. & Fitter-1 Nos. with tools and tackles.
<b>Period of contract</b>	The period of contract will be of one year from the date of commencement of work. However, period of contract may be extended for another period of 12 months on the same terms and conditions of the contract subject to the entire satisfaction of GMDC.
<b>Estimated Contract Value</b>	<b>Approximately Rs. 99 Lakhs</b> (Rupees Ninety Nine Lakhs only) for total work excluding GST.
<b>EMD (Earnest Money Deposit)</b>	<p><b>Rs. 2,97,000/- (Rupees Two Lakh Ninety Seven Thousand only) in Form of</b></p> <ul style="list-style-type: none"> <li>➤ DD in favor of GMDC Ltd. Payable at Ahmedabad.</li> <li>➤ Fixed Deposit from Banks approved by Govt. Of Gujarat (except Co-operative Bank) duly pledged in favor of GMDC for a period of not less than 6 (six) months from the last date of submission of bid and shall be renewed from time to time in case of requirement.</li> <li>➤ 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-B for approved bank). It should be valid for a period of not less than 6 (six) months from the last date of submission of bid.</li> <li>➤ Digital Mode, Please note if payment is made through Digital Mode kindly submit the receipt of the same in the attached documents. RTGS details for payment (Annexure-B) ICICI Bank, Ahmedabad Branch, Ahmedabad Account Number: 002405019379</li> <li>➤ IFSC: ICIC0000024</li> </ul> <p><b><i>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.</i></b></p>
<b>Tender Processing Fee</b>	Rs. 5000/- (Five Thousand only) plus GST @ 18% aggregating to Rs.5900/- payable by Demand Draft/ Pay Order drawn in favor of "GMDC Ltd." payable at Ahmedabad.



	<i>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.</i>
<b>Commencement of tender</b>	From 25 <sup>th</sup> January 2022
<b>Last date for download the tender document.</b>	17 <sup>th</sup> February 2022 up to 18.00 Hours
<b>Last date of submission of bid through online</b>	17 <sup>th</sup> February 2022 up to 18.00 Hours
<b>Last date of submission of physical documents i.e. EMD, Tender Processing Fee etc.</b>	17 <sup>th</sup> February 2022 up to 18.00 Hours at Corporate Office, GMDC Ahmedabad
<b>Date and time for online opening of preliminary bid.</b>	17 <sup>th</sup> February 2022 at 18.30 Hours
<b>General and Important Terms and Conditions</b>	<ol style="list-style-type: none"><li>1. 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.</li><li>2. 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.</li><li>3. 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.</li><li>4. GMDC reserves the rights to modify or alter any Condition of the Tender.</li><li>5. The Bidders are advised to submit their price bid online on <a href="https://www.gmdc.nprocure.comonly">https://www.gmdc.nprocure.comonly</a>. Physical price bid shall not be accepted and shall be rejected summarily without assigning any reasons, whatsoever.</li><li>6. 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.</li></ol>

## **1 Purpose of the Document**

The tender document floated by GMDC (Gujarat Mineral Development Corporation Limited), A Government of Gujarat Enterprise is to select a successful bidder which would be responsible to Supply of Manpower with tools and tackles for Preventive, Predictive, Breakdown, Shutdown, General, Routine Maintenance And Calibration of Electrical and C&I Equipments at 2x125 MW Akrimota Thermal Power Station at the quoted commercials and executed contract terms & conditions.

## **2 About GMDC**

Gujarat Mineral Development Corporation Limited herein after referred to as GMDC, a Government of Gujarat Enterprise, is a pioneer company 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.

## **3 Location of Work**

The work to be carried out at Akrimota Thermal Power Plant Station (ATPS), located at Village Nani Chher of Lakhpat Taluka in Kutch District of the Gujarat State. The project is located about 150 kms from Bhuj. The nearest Railway Station and Airport is at Bhuj.

## **4 About ATPS**

GMDC has 2\*125 MW Thermal Power Project called ATPS. Both the units have been in commercial operation since March, 2005. It is getting Lignite from its own mines located at Mata no Madh and Umarsar. The water requirement for the power plant is taken from the nearest Kori Creek through a 1.4 KM long sea water intake channel. The CFBC boiler is used here as it is environment friendly and controls sulphur in the flue gas emission. A 100 meter thick green belt surrounds the entire site. The state of the art technology DCS has been used.

## **5 General Instructions to Bidder**

The section aims to provide guidelines/Instructions for Bidders, to be used while submitting the Proposals.

### **5.1 Cost of Bidding**

The Bidder will bear all costs associated with the preparation and submission of its bid and GMDC LTD., will in no event or circumstance be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

### **5.2 Due Diligence**

The Bidder is expected to and shall be deemed to have examined all instructions, forms, terms and specifications and other information in this Tender Document. The bid should be precise, complete and in the prescribed format as per the requirement of the Tender Document. Failure to furnish all information required by the Tender Document or submission of a bid not responsive to the Tender Document in every respect will be at the Bidder's risk and may result in rejection of the bid. GMDC LTD. shall at its sole discretion be entitled to determine the adequacy/ sufficiency of the information provided by the Bidder.

### **5.3 Clarification of Bidding Documents**

GMDC LTD. shall make best efforts to respond to any request for clarification of the Tender Document. The response/clarification shall to the extent possible be made in writing.

### **5.4 Amendment of Tender Document**

At any time before the deadline for submission of bids, GMDC LTD may modify the tender Document for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by amending, modifying and/or supplementing the same. Any amendments/modifications in the tender document would be displayed on GMDC Web Site/nprocure website and all such amendments shall be binding on the Bidder without any further act or deed on GMDC LTD part. In the event of any amendment, GMDC LTD reserves the right to extend the deadline for the submission of the bids, in order to allow prospective Bidder reasonable time in which to take the amendment into account while preparing their bids. GMDC LTD may at its sole discretion, extend this deadline for submission of bids by amending the bid documents.

### **5.5 Contact Details**

All inquiries concerning this procurement are to be addressed to the following:

General Manager (Power)  
Gujarat Mineral Development Corporation Ltd.  
KhaniJBhavan, 132' Ring Road, University Ground,  
Vastrapur, Ahmedabad 380 052  
☎EPABX :079-27913501, 27913200Extn.No :1760  
E-mail : power@gmdcltd.com , jndave@gmdcltd.co.in

### **5.6 Language of Bid**

All Proposals and various documents related to these Proposals should be in English Language. All correspondence between GMDC LTD., and the Bidder would also be in English Language. Supporting Documents and Printed Literature furnished by the Bidder may be in another Language provided the same are accompanied by an accurate translation in English Language.

### **5.7 Late Bids**

Any bid received by GMDC LTD., after the deadline for submission of bids prescribed by GMDC LTD., summarily rejected. GMDC LTD. shall not be responsible for any postal delay or non-receipt /non-delivery of the documents. No further correspondence on this subject will be entertained.

### **5.8 Right to Accept Proposal**

GMDC LTD., reserves the right to accept or reject any Proposal, and to annul the Proposal process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Consortium of the grounds for such decision.

### **5.9 Site Visit**

**5.9.1** Bidders advised to visit the site to study the actual working conditions, before submission of the bid and shall have to submit the site visit declaration in the prescribed format. The information/details given in the tender document are only to describe the magnitude of work and are for mere guidance to the Bidders.

**5.9.2** 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.

#### **5.10 Period of Validity of Bids**

Bids shall remain valid for 180 days after the date of bid opening prescribed by GMDC LTD, pursuant to the Tender schedule mentioned in this document. In exceptional circumstances, GMDC LTD. may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder shall be unconditional.

#### **5.11 Sub Contract**

The Successful bidder shall not assign or sub-contract any portion of this work without prior written consent of GMDC.

#### **5.12 Consortium / Joint Venture**

Consortium / Joint Venture are not allowed.

#### **5.13 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 Successful 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.

#### **5.14 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.

#### **5.15 Declaration**

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 and it has not enclosed any conditional offer as per FORM D provided in the Tender Document.

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

**5.17** 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.

## **6 Earnest Money Deposit**

A non-interest bearing Earnest Money Deposit Rs.2, 97,000 /- (Rupees Two Lakh Ninety Seven Thousand Only) in any one of following form

- Demand Draft in favor of GMDC Limited Payable at Ahmedabad.

OR

- Fixed Deposit from Banks approved by Govt. Of Gujarat (except Co-operative Bank) duly pledged in favor of GMDC for a period of not less than 6 (six) months from the last date of submission of bid and shall be renewed from time to time in case of requirement.

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 GMDC (Govt. GR is annexed at “B” for approved bank). It should be valid for a period of not less than 6 (six) months from the last date of submission of bid.

OR

- Digital Mode, Please note if payment is made through Digital Mode kindly submit the receipt of the same in the attached documents. RTGS details for payment (Annexure-B)  
ICICI Bank, Ahmedabad Branch, Ahmedabad  
Account Number: 002405019379  
IFSC: ICIC0000024

***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.***

## 7 Tender Processing Fee

The Tender Processing Fee is to be paid at the time of submission of supporting document of technical bid in the form of demand draft/ Pay Order of Rs. 5000/- plus GST @ 18% (Rs. 900) aggregating to Rs.5900/- mentioned in tender notice in the sealed technical bid cover. If the amount mentioned in the DD/ Pay Order is 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.*

## 8 Security Deposit

8.1 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.

8.2 The successful bidder shall submit security deposit of 10% of the total contract value excluding Goods & Service Tax (GST) at within 10 days from the date of receipt of LOI in any one of following form

- Demand Draft in favor of GMDC Limited Payable at Ahmedabad.

OR

- Fixed Deposit from Banks approved by Govt. Of Gujarat (except Co-operative Bank) duly pledged in favor of GMDC for a period of not less than 18 (Eighteen months) months from the date of receipt of LOI and shall be renewed from time to time in case of requirement.

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 GMDC (Govt. GR is annexed at “B” for approved bank). It should be valid for a period of not less than 18 (Eighteen months) from the date of receipt of LOI and shall be renewed from time to time in case of requirement.

OR

- Digital Mode, Please note if payment is made through Digital Mode kindly submit the receipt of the same in the attached documents. RTGS details for payment (Annexure-B)  
ICICI Bank, Ahmedabad Branch, Ahmedabad  
Account Number: 002405019379

IFSC: ICIC0000024

- 8.3** It shall be refunded to the Successful bidder, within a period of six months after satisfactory completion of the work and removal of equipment, tools tackles, campsite etc, and the due fulfillment of all the terms and conditions of the contract.
- 8.4** The Successful bidder shall obtain “No Dues Certificate” and “Site Clearance “certificate to this effect from the General Manager [Project] / Project-in-Charge and shall submit the same to the General Manager [Power] at HO, who after verification of the fact will arrange for refund of SD.
- 8.5** The successful bidder will also have to submit “NO DEMAND CERTIFICATE” along with the above mentioned certificate.
- 8.6** The SD deposited by the Successful bidder may be forfeited if the successful bidder fails to adhere to fulfill the conditions of work order .
- 8.7** 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 as per the contract.
- 8.8** GMDC will reserve the right to recover the charges or the liquidated damages from the Security Deposit in the following circumstances-
- 8.8.1** If the successful bidder or its employees causes any damage or destroy any property belonging to GMDC.
  - 8.8.2** The shortfall amount of all compensations, penalties 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.
  - 8.8.3** Any other dues on account of statutory compliance.

## **9 Procedure for Submission of the Bid**

- 9.1** Offers prepared in accordance with the procedures enumerated below.
- 9.2** Bid should be submitted **online** at [www.nprocure.com](http://www.nprocure.com) on or before the last date and time as prescribed in this tender.
- 9.3** The Bidder should submit their bids in THREE parts, these are
- 9.3.1** Pre qualification bid (Details of EMD and Tender Processing Fee),
  - 9.3.2** Technical Bid
  - 9.3.3** Price Bid.

- 9.4 Manual price bids or the bids submitted by telex/ telegram/ fax/ e-mail etc. will not be accepted under any circumstances. No correspondence will be entertained on this matter.
- 9.5 Bidders are advised to follow the 'Instructions for Bids Submission' given annexure "A" for e-submission of the bids online through n-procure.
- 9.6 Documents should be submitted as per check list given in form "PA" through off-line in the sealed cover super-scribed as "Technical Bid for Tender Number: GMDC/ATPS-EMD-C&I-25/ 21-22 and Name of work: "Supply of Manpower with tools and tackles for Preventive, Predictive, Breakdown, Shutdown, General, Routine Maintenance and Calibration Of Electrical (EMD or Electrical Maintenance Department), Control & Instrumentation (C&I) Equipments." .Bids must be submitted as per the schedule (date & time) indicated in tender notice.

## 10 Eligibility and Qualification Criteria of Bidder

### 10.1 Experience

10.1.1 The Bidders should have following minimum experience of having successfully completed similar works during last 7 (seven) years ending on last day of October 2021 (i.e. period from 01.11.2014to 31.10.2021)

A. Three similar completed works each having amount of Rs 39, 60, 000/-(Rupees Thirty Nine Lakhs Sixty Thousand Only) or more during last 7 (seven).

**OR**

B. Two similar completed works each having amount of Rs 49, 50, 000/-(Rupees Forty Nine Lakhs Fifty Thousand Only) or more during last 7 (seven) years.

**OR**

C. One similar completed work having amount of Rs 79, 20, 000/-(Rupees Seventy Nine Lakhs Twenty Thousand Only) or more during last 7 (seven) years.

Similar works means the Bidders should have experience in:

- AMCfor Electrical and Control& Instrumentation works at Power Plant,or any Industry and the said work shall be carried out under the single Work Order/Agreement**OR**

- ARCfor Electrical and Control& Instrumentation works at Power Plant,or any Industry and the said work shall be carried out under the single Work Order/Agreement**OR**
- Supply of technical manpower for Electrical and Control&Instrumentation works at Power Plant,or any Industryand the said work shall be carried out under the single Work Order/Agreement**OR**
- O & M Of Power Plant at Power Plantand the said work shall be carried out under the single Work Order/Agreement**OR**

Bidder shall submit the details of work completed in FORM PC as provided in the Tender Document. Statement of experience with work orders and work executed certificates duly certified by the certificate issuing authority shall be submitted as supporting documents.

## **10.2 Financial**

**10.2.1** Bidder must have an average positive Net Worth for last for financial year of 2018-19, 2019-20 and 2020- 21.

**10.2.2** Bidder must have a Minimum Average Turnover of Rs 29, 70, 000/- (Rupees Twenty Nine Lakhs Seventy Thousand Only) for financial year of 2018-19, 2019-20 and 2020-21.

A certificate from Chartered Accountant regarding financial capacity shall be submitted as per format provided in FORM PC of the Tender Document.

## **10.3 Site Visit Certificate**

The Bidder should give a declaration of site visit as per the format provided in FORM PG of the Tender Document.

## **10.4 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 PD 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.

## 11 Scope of Work

Under the scope of this contract, the successful bidder is required to provide qualified manpower for Preventive, Predictive, Breakdown, Shutdown, Calibration of Equipment, General, Routine Maintenance of Instruments and Electrical Equipments with tools and tackles.

### 1. Supply of Manpower(As per Annexure- “C”, “D” and E” )

- The Bidder shall keep one or more nominated person(s) as a Supervisor to manage its manpower supply and tools and tackles maintenance at site for which no additional payment shall be made by GMDC. The nominated person shall maintain daily attendance of the manpower provided by the successful bidder and submit the same to EIC of GMDC. The nominated person shall also have to submit weekly status of tools and tackles list to EIC of GMDC.
- The distribution of manpower shall be done by EIC of GMDC. GMDC may use manpower & tools and tackles at any area & any department of power plant.
- The successful bidder shall provide above-mentioned manpower as per the requirement of GMDC. Moreover, in case of weekly off / public holidays, absenteeism due to sickness / leave, the Successful bidder shall have to ensure the availability of above required manpower. Failure to provide the above-mentioned manpower to GMDC, liquidated damages shall be leviable

### 2. Supply of manpower on odd hours

- The successful bidder shall depute above-mentioned manpower on odd hours as directed by E-I-C. Manpower shall be deputed in odd hours as required by EIC GMDC for any emergency job that may come up at odd hours.
- For the sake of clarity, Odd hours means the working hour starts after completion of normal/ specified scheduled duty hours which excludes normal/ specified scheduled duty hours on Weekly off and Public Holiday.
- The successful bidder shall be responsible to provide all the facilities like snacks, foods, transportation etc. to the manpower deployed by them during normal duty hours as well as odd hours and for which no payment shall be made by GMDC.

- The Successful Bidder shall be required to make arrangement that at least 16 (06 for C&I and 10 For Electrical) man power shall stay in ATPS colony to tackle emergency condition of the plant.
- However, GMDC shall make payment on account of supplying manpower for odd duty hours after normal duty hours. The payment for odd hour duty shall be paid twice the rate finalized for the respective manpower.
- The successful bidder shall have to provide additional manpower as and when required by GMDC if any, within 48 hours at the same terms and conditions of the Tender.
- For all the manpower mentioned above, physical fitness shall be ascertained from Medical Officer of GMDC or from any medical officer specified by GMDC.

❖ **Electrical Maintenance Department:**

1. All Electrical works in all areas of Boiler, Turbine, Lime, MHP, AHP, BOP, Switchyard and all area lighting maintenance, etc.
2. The works required at height and at confined place etc
3. The works include 220 KV switchyard, hot spot attending, 220 KV lines, GT bays maintenance, 220KV switchyard insulators cloth cleaning, 220KV equipment replacement, etc
4. Lifting and shifting, replacement of electrical equipments, tools and tackles, etc
5. All works related to HT/ LT Motors, Feeders, Breakers, MOVs, Transformers, VFDs, Panels, MCCs, Boards, Battery and Battery chargers, ACBDs, DCDBs, PDBs, NLDB etc.
6. All works related to 11 KV, 6.6KV, 415V, 230V, etc 3phase and single phase power and control supply auxiliaries, etc
7. All works related to cable laying, termination, manual fault finding, jointing, etc
8. All works related to hoists, Cranes, and other lifting tools, etc
9. Cleaning and painting of equipments, structures, etc
10. The successful bidder shall supply manpower as and when required even after normal working hours immediately.
11. All other works including cleaning/housekeeping etc. to facilitate the above works as instructed by EIC.
12. All manpower shall be ready to work at anywhere of the plant including areas at height and areas at confined places.

13. Specially there shall be at least four technicians and four helpers who can work at any height at 220KV switchyard and ESP inside and other areas.

14. The works may require to be carried out at height and/ or in confined space, etc.

❖ **C&I Department:**

1. All CONTROL & INSTRUMENTATION related works in all areas of Boiler, Turbine, Lime, MHP, AHP, BOP, Switchyard, etc.
2. The works are required to be carried out at height and/ or in confined space as per site situation.
3. Lifting and shifting, replacement of C&I equipments, tools and tackles, etc
4. All works related to Pressure, temp., Level, flow transmitters, switches, all type of gauges, all type of control valves. Etc.
5. All works related to cable laying, termination, manual fault finding, jointing, etc.
6. Cleaning and painting of equipments, impulse line, structures, etc
7. The successful bidder shall supply manpower as and when required even after normal working hours immediately.
8. All other works including cleaning/housekeeping etc. to facilitate the above works as instructed by EIC.
9. All type of actuators / valves servicing and seal kit / diaphragm replacement work.
10. Measuring instruments mention in tool list must be calibrated and certify by NABL / NABL traceable certificate.

## **12 Period and Duration of Work**

1. The duration of the contract is for a period of One Year from the date of commencement of work. However, period of contract may be extended for another period of 12 months on the same terms and conditions of the contract subject to the requirement and entire satisfaction of GMDC.
2. In case of any reason including adverse working conditions during execution of the contract that may compel suspension/closure of the contract, GMDC shall be at liberty to conclude/postpone/complete/terminate/foreclose this contract. No compensation or payment shall be made on account of afore-stated events. Decision of GMDC in this regard shall be final and binding to the Successful Bidder.

3. All the activities arising under the scope of the works shall be complied with various statute/laws/Rules/Regulations etc. including Environmental laws and if the Successful Bidder fails to comply the laws; it will be done at the risk and cost of the Successful Bidder and expenses will be recovered from RA Bills of the Successful Bidder.
4. The Successful Bidder shall submit a daily report of deployed manpower details in the format as provided by GMDC EIC. The Successful Bidder shall submit a weekly report of tools and tackles and status thereof to the GMDC E-I-C.
5. The Successful Bidder shall have to follow all safety norms. The Successful Bidder shall be responsible for safety of equipments and plants. If any damages occur, then the Successful Bidder shall be responsible for repairing the damages made to the equipments and plant of GMDC and compensate for the cost of damages.
6. GMDC shall not be made liable for any damage and /or compensation for the manpower and/or tools and tackles provided by the Successful Bidder.

### 13 Measurements

- 13.1 Supply of Electrical Technicians and helpers work:** -The nominated person of the Successful bidder shall furnish the details of supply of manpower to Electrical EIC on daily basis. The measurement and the computations provided by the GMDC shall be final and binding to the Successful bidder.
- 13.2 Supply of Electrical Tools and tackles work:** - The nominated person of the Successful bidder shall furnish the daily details of available tools and tackles, status to EIC on Weekly basis. The measurement and the computations provided by the GMDC shall be final and binding to the Successful bidder.
- 13.3 Supply of C&I Technicians, helpers and fitter work:** - The nominated person of the Successful bidder shall furnish the details of supply of manpower to C&I EIC on daily basis. The measurement and the computations provided by the GMDC shall be final and binding to the Successful bidder.
- 13.4 Supply of C&I Tools and tackles work:** - The nominated person of the Successful bidder shall furnish the daily details of available tools and tackles status to EIC on Weekly basis. The measurement and the computations provided by the GMDC shall be final and binding to the Successful bidder.

## 14 Liquidated Damages (L.D.)

- 14.1** If the Successful bidder fails to start the actual work within 14 days from the date of acceptance of LOI, a liquidated damages @ Rs.15, 000/- per day shall be leviable, for a maximum period of 20 days. If the Successful bidder fails to start work even after 20 days, the GMDC will be free to forfeit the EMD and/or SD, or both the EMD and SD
- 14.2** The successful bidder has to supply manpower mentioned as per list provided in scope of work section. If the supply of Manpower is less than the requirement mentioned in the contract on daily basis, then liquidated damages equivalent to one and half(1.5) the rate of supply of respective manpower on daily basis shall be applicable and deducted from the monthly RA bill of the successful bidder. However, a maximum of 3 days in respective month absenteeism of 20 % of respective manpower is allowed.
- 14.3** The successful bidder shall have to maintain 100% availability of healthy tools and tackles for carrying out scheduled works smoothly. The list of such tools & tackles is given at scope of work section. The Successful bidder shall have to submit the available tools and tackles list and status on weekly basis. Any shortfall, if found shall be considered as non-fulfillment of availability of tools and tackles and shall be liable to levy of liquidated damage at the rate of quoted rate on daily basis for the non-available period. Example: Suppose the Successful bidder shall have to provide tools list consists of A, B, C, D, E.
- Out of them, If tools-A not available or healthy for any day of the week, Then GMDC shall deduct the total quoted price for tools(A,B,C,D,E) for the day for non-availability of tools.
- Amount of deduction per day= Quoted price for tools and tackles x Nos. of days of non-availability of any tools /365
- 14.4** However, If nos. of particular tools required is more than 2 nos./ sets, and the successful bidder maintains at least 80% of that particular tools / tackles, There shall be no penalty / LD in that case.
- The Successful bidder shall ensure that deployed manpower shall not go on strike in any case. In case any of the supplied manpower goes on strike, for such period of strike, liquidated damages at the rate equivalent to five times of the per day rate of supply shall be deducted from the monthly RA bill of the successful bidder.
- 14.5** Under any circumstances, GMDC shall not be liable to pay any compensation to the Successful bidder.
- 14.6** Overall cap on the total LD shall be 10% of the contract value.

## 15 Insurance

- 15.1** 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.

**15.2** 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.

**15.3** 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.

**15.4** 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.

## **16 Goods & Service Tax**

**16.1** 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.

**16.2** 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.

## 17 Payment Terms

**17.1** The Successful Bidder shall submit bill for the after completing the mentioned work in all respect including removal shifting and submitting the old spares, scraps to designated place / main store, cleaning of the location.

**17.2** Payment shall be done only after completion of total work.

**17.3** Bill shall be submitted to the office of the General Manager (Power Project), ATPS with following documents:

- Duly Certified Date wise report of manpower supplied with their category.
- Duly Certified list of Healthy tools and tackles available at site for ELECTRICAL and C&I work.
- Copies of Muster Roll and Payment sheets showing the amount of PF deducted from salaries of the labour and employees, PF No. of labour and employee, amount of contribution of the Successful bidder.
- Copy of the challans for the PF amount deposited in RPFC for the previous month, in respect of PF deduction related exclusively to this contract as well as copies of monthly returns i.e. 3A and yearly 6A.
- Check List.
- Compliance of all law relevant with the work carried out by Successful bidder such as Labour, and Factories Act etc.

**17.4** Bill, submitted at the office of General Manager (Power Project) will be processed there considering following deductions.

- Income tax as per provision of Income Tax Act, and other Taxes (and surcharges) applicable in force from time to time
- Cost of any other services provided / material supplied plus 15% administrative charge, if any, by the GMDC.
- Liquidated damages,
- Other deductions, if any.
- 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

17.5 Payable amount arrived after considering above deduction, will be paid by office of the GM [Power Project], within 30 days of submission of the bill along with its details.

## **18 Evaluation of Bids**

### **18.1 Completeness of Bids**

GMDC, will examine the bids to determine whether they are complete, whether they meet all the conditions of the Tender Document and Technical Specifications, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bid Documents are substantially responsive to the requirements of the Tender Document.

### **18.2 Tender Clarifications**

The GMDC may at its discretion, seek from any or all bidders, clarifications on his/their bids, including technical information, documents and materials after technical bid opening but before opening of commercial bid.

### **18.3 Rejection of Bid**

A bid that does not meet all eligibility criteria or is not responsive shall be rejected by GMDC. Submission of false or incorrect information, history of delayed work, reports of unprofessional conduct, among other things, shall be sufficient grounds for disqualification in technical bid.

### **18.4 Opening of Bids**

Technical bids will be opened after verification of receipt of payment towards Tender processing Fee and EMD. The eligible bidders will be able to view the technical bids after opening of technical bid. On verification of the supporting documents; technical qualification of the bidders will be assessed. The eligible bidders will be communicated the date and time of on line opening of price bids by fax or telephone or email or SMS. However, all successful the bidders will be able to view the price bids online on their computers after opening of price bid.

### **18.5 Selection of Bidder**

The contract will be awarded to the bidder who stands L1 in total price. The GMDC reserves its right to reject any or all tenders or split the job between more than one

bidders without assigning any reason and thereby without incurring any liability to the affected successful bidder or Bidders or any obligation to inform the affected successful bidder or successful bidder's of the grounds for GMDC Ltd., action/decision.

### **18.6 Negotiation**

It is absolutely essential for the successful bidders to quote the lowest price at the time of making the offer in their own interest. GMDC, however, will have the discretion to choose to enter into any price negotiations or not.

### **18.7 Acceptance of LOI**

**18.7.1** GMDC, on acceptance of the offer, will issue Letter of Intent to the successful bidder; who will be required to confirm its acceptance of the LOI within 10 days from the date of receipt. If he 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.

**18.7.2** The Successful bidder shall have to submit the Security Deposit with 10 days from the date of LOI. The Successful bidder shall submit the Security Deposit in the manner prescribed in this 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.

## **19 Statutory Obligations**

**19.1** That the Successful Bidder 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.

**19.2** That the Successful 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.

**19.3** That the Successful 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 Successful Bidder shall also furnish a copy of such statements as documentary proof to the GMDC.

- 19.4** That if the Successful Bidder is not covered under the Employees State Insurance Act, 1952 then it shall be the duty of the Successful Bidder to take appropriate insurance cover under the Workmen Compensation Act and take Group Personal Accident Policy for all the employees deputed at the project site.
- 19.5** The Successful Bidder has to issue to the employee's Identity card with their photos and shall also maintain relevant register.
- 19.6** That the Successful Bidder shall give leave/holiday to its workforce as per the provisions of labour laws applicable.
- 19.7** Every person deployed by the Successful bidder in a plant must wear safety gadgets to be provided by the Successful bidder.
- 19.8** Any statutory clearance, permission required for the work, it's completion, commissioning shall be in bidder's scope.
- 19.9** 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.
- 19.10** That the Successful Bidder would obey with all applicable laws and maintain all such necessary records as necessitated under such enactments.
- 19.11** The Successful bidder shall comply with other statutory provisions of Law. The Successful bidder shall comply with all applicable laws, ordinances, approved standards, rules and regulations, and shall procure all necessary municipal and governmental 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. 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.

- The Indian Factories Act of 1948 (63 to 1948) and Amendments and Rules (Amended up to date)
- The Electricity Act, 2003 and rules made thereunder

- The Indian Boiler Regulation Act, 1950 and rules made thereunder
- The Minimum Wages Act, 1948
- The Employees Compensation Act 1923 and Amendment Act 2010
- The Payment of Wages Act 1936 and Amendment Act 2012
- Payment of Bonus Act 1965 and Amended up to date
- Contract Labour Regulations & Abolition Act 1970
- Interstate Migrant Workmen (Regulations) Act 1979

**19.12** 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.

**19.13** 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.

## **20 Bankruptcy**

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.

In 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.

## **21 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.

## **22 General Conditions**

- 22.1** Medical examination of all persons to be employed by the Successful bidder in the power project shall have to be conducted as per law.
- 22.2** All the tools, tackles and equipment proposed to be used in the power project shall be physically examined by GMDC's Engineers for verifying its use-worthiness in the power plant.
- 22.3** All the persons of the Successful bidder engaged inside the power project area must wear Helmet and Shoes. As and when required other personal protective wears shall also be provided to them.
- 22.4** 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.
- 22.5** 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 is 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.
- 22.6** 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.

- 22.7** All the staff members of the Successful bidder shall carry Photo Identity Card while on duty.
- 22.8** Successful bidder shall have to work in three shifts and by three different relays compulsory (Mandatory). The time of commencement of work and of the end of the work for each relay will be in accordance with the timings of GMDC's own workings. Duration of each shift will be Eight hours, with at least half-an hour rest interval in between. The Successful bidder shall ensure that the attendance of all the supplied manpower shall be taken through biometric attendance machine.
- 22.9** The Successful bidder shall have to open Bank accounts of their workers and shall be required to deposit the wages, advance payment, welfare payments, bonus and all other payments in their accounts. Successful bidder's bill shall be released only after receiving detailed statement showing name wise wages and all other payments if any having deposited in the accounts of Successful bidder's workers.
- 22.10** 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.
- 22.11** 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.
- 22.12** In case of any Central/State Government directives regarding Power Plant operation and 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.
- 22.13** 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 sole risk and cost, for which GMDC will not be responsible for any compensation.

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

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

### **23 Canvassing Not Permitted**

**23.1** 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.

**23.2** 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.

### **24 Non Fulfillment of Terms And Condition of The Contract**

**24.1** 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.

**24.2** 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.

**24.3** 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 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.

## **25 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.

## **26 Governing Law**

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

## **27 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.

## **28 Arbitration**

All questions, disputes, differences whatsoever which may at any time arises between the parties to this Tender and subsequent contract in connection with the Tender and subsequent 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. The Language of the Arbitration shall be in English only.

## **29 Completion Of Work**

**29.1** 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 (Power

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.

- 29.2** 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.
- 29.3** The Successful bidder shall provide GMDC with any and all documents/records/proofs that may be demanded before issuance of Completion Certificate.

### **30 Accident and Responsibilities of Bidder**

- 30.1** The entire responsibility on account of any accidents, damage or personal injury which may occurred to any of the Successful bidder's vehicles/ equipments 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.
- 30.2** In the event of any breakdown or accident during the course of any operation, 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.
- 30.3** 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 discharge on behalf of the Successful bidder, the same amount shall be recovered half-an hour rest interval in between. The Successful bidder shall ensure that the attendance of all the supplied manpower shall be taken through biometric attendance machine.

## 31 Foreclosure

In case of any necessity arising due to local working conditions or any unforeseen reason not in the control of the GMDC or any reason what so ever GMDC shall be at liberty to Fore close the contract without assigning any reasons or notice there for.

## 32 Force Majeure

**32.1** 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:

**32.2** Natural phenomena such as flood, draughts Cyclone, earthquake and epidemics, declaration of war.

**32.3** 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.

**32.4** 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.

**32.5** 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 company 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.

**32.6** If any of the Force Majeure conditions exists in the place of operation of the Successful bidder 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.

**32.7** 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.

**Instruction to Bidders for Online Tendering**

1. All Bidders must submit their bid online through the website <https://gmdc.nprocure.com>
2. 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.
3. 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](mailto:nprocure@gnfc.net)**

4. 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.
5. 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.
6. (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.
7. Bidders who have no facility to participate in on-line tenders are requested to contact (n) code solutions for the same.
8. 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 . Bidders are requested to take benefit of the same.
9. 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:**

Contact Person: General Manager (Power)

Contact numbers: 079-27913200/3501 Ext No 1760

E-Mail: [power@gmdcltd.com](mailto:power@gmdcltd.com); [jndave@gmdcltd.co.in](mailto:jndave@gmdcltd.co.in)

**b. GNFC:**

Contact Number: 079- 26857316/17/18

E-Mail: [nprocure@gnfc.net](mailto:nprocure@gnfc.net)

**Annexure I.**

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

Date: 28/06/2021

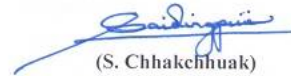
A) Guarantees issued by the following banks will be accepted as SD/EMD on permanent basis:

- ❖ 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
- ❖ Sarswat 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
- ❖ Yes Bank

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



(S. Chhakchhuak)

Additional Secretary (B)  
Finance Department

**Bank Details for RTGS**

VALID FOR THREE MONTHS ONLY

D D M M Y Y Y Y

OR ORDER

₹

FOR GUJARAT MINERAL DEVE CORP LTD

**ICICI Bank**  
Ahmedabad Branch  
Jno: House, Opp. Patalmal Garden, Ahmedabad - 380005  
RTGS/NEFT: IFSC Code: ICIC000024

**PRIVILEGE**  
EASY LIFE

*GMDC*

CABUS CBS  
BUSINESS BANKING : NEW CURRENT ACCOUNT  
Payable at par at all branches of ICICI Bank Limited in India

A/c No. 002405019379

₹ 49,10,99/- 3802290024 0193791 29

AUTHORISED SIGNATORIES  
Photo signature

SESHASAI (M) 175 - 2010

28/12/12

N 31

**Annexure "C"**

**1. SUPPLY OF MANPOWER: 35 NOS.**

<b>Category of manpower</b>	<b>Electrical</b>	<b>Qualification</b>	<b>Experience</b>	<b>C&amp;I</b>	<b>Qualification</b>	<b>Experience</b>	<b>Total</b>
Technician	8	ITI (Electrician) course pass out from recognized institute	At least 3 years post qualification	10	ITI (Instrument mechanic) course pass out from recognized institute	At least 3 years post qualification	18
Helper	12	Class 7 pass out from recognized institute	At least 3 years post qualification	4	Class 7 pass out from recognized institute	At least 3 years post qualification	16
Fitter	-	-	-	1	ITI (Fitter) course pass out from recognized institute	At least 3 years post qualification	1
<b>Total</b>	<b>20</b>			<b>15</b>			<b>35</b>

**Note:**The above qualification and experience shall be required for all the manpower. However, for the manpower who had worked at ATPS with same role and responsibility as designated shall be exempted from above.

**Annexure "D"**

**2. LIST OF TOOLS AND TACKLES – ELECTRICAL**

<b>Sr. No</b>	<b>ELECTRICAL Tools List</b>	<b>UOM</b>	<b>Quantity</b>
1	Pipe spanner set (6-7mm to 18-19mm), Make Taparia	Set	6
2	Combination plier,Size-8inch,Make-Taparia	Nos.	6
3	Nose plier-6 Inch	Nos.	6
4	Long nose plier-8 Inch	Nos.	6
5	Industrial Electric Air blower, Min 650W, Standard Make like Hitachi, Bosch, etc	Nos.	6
6	Screw driver,905-I,Make-Taparia	Nos.	6
7	Heavy Screw driver, DES177211	Nos.	6
8	Box spanner set,(6mm to 32mm) with ratchet handle, Standard make likeTaparia, etc.	Set	6
9	Ring spanner set(6-7mm to 30-32mm), Make Taparia	Set	6
10	Fix Spanner set(6-7mm to 30-32mm), Make Taparia	Set	6
11	Fix ring combo spanner set, size-(6mm to 32mm), MakeTaparia	Set	6
12	T-spanner set, size-(6mm to 24mm),	Set	6
13	Outside circlip plier,Size-6,8,10 inch (1 each)	Set	6
14	Inside circlip plier,,Size-6,8,10 inch (1 each)	Set	6
15	Hydraulic Jacking oil pump, 30 Ton for industry use, Botton Type	Nos.	1
16	Hydraulic Jacking oil pump, 50 Ton for industry use, Botton Type	Nos.	1
17	Hydraulic puller- Big,3-jaw type, max. spread-200mm,output 5 ton	Nos.	2
18	Three arm Bearing puller,size-300mm,Arm Length-240mm,Force- 50KN,Torque-160Nm,Make-Any standard	Nos.	6



19	Hex Press big size crimping tool suitable for crimping of lug upto 630Sq	Nos	1
20	Hydraulic Hex Press big size crimping tool suitable for crimping of lug upto 630Sq	Nos	1
21	Hex Press Medium size crimping tool,Size-16 to 50sqmm,Make- TAPARIA	Nos.	6
22	Hex Press Medium size crimping tool,Size-0.5 sq mm to 16sqmm,Make- TAPARIA	Nos.	6
23	Allen key set, in mm	Set	6
24	Allen key set, in Inch	Set	6
25	Allen key set, T- type ,in mm	Set	6
26	Electrical Knife	Nos.	6
27	Bearing induction heater,TMBH-1 with heating clamp medium size	Nos.	1
28	Bearing induction heater, with heating clamp , Big, TIH030m/230V,	Nos	1
29	Screw driver set, Heavy screw driver set with insulation sleeve, in the set screw driver no.- 713,922,725,828,912,712,937,Make-Taparia	Set	6
30	Tap die set with handle, (2 mm to 16 mm) inner and outer	Set	3
31	Pipe Wrench -300mm	Nos.	6
32	Grinding Machine AG4, Bosch or any standard make, With face shield	Nos.	4
33	Double speed Drill machine with bits, up to 16 mm Drill bits, Bosch or any standard make for concrete and RCC use	Set	4
34	Safety Belt with anti-skidding lock and double hook type. IS standard certified	Nos.	10
35	Cutter, 6 inch, 8 inch	Set	5
36	Chisel	Nos.	5
37	Hammer medium, 500g weight	Nos.	5

38	Teflon Hammer medium size 500g	Nos.	4
39	Bearing inserting fitting kit,	Nos.	1
40	Hexo Frame WITH BLADE MEDIUM SIZE	Nos.	6
41	Copper Bar, 500Gram	Nos.	4
42	Nylon belt, 10 Tonne	Nos.	4
43	Wire Stripper	Nos.	5
44	Digital climp on cum multi meter	Nos	6
45	Analog LT insulation tester battery operated, 2KV	Nos	6
46	Digital Multi meter for 4-20m Amp measurement (True RMS)	Nos	5
47	Digital HT insulation tester 5KV with PI measurement	Nos	1
48	15 Tonne ceiling wire rope with 2 nos. D cycle	Set	2
49	Hot air blower, 1000 Watt	Set	2
50	File set- round and flat	Set	2
51	Paint spray Gun	Nos	4
52	LED Long Distance Torch 1 KM, Chargeable	Nos	5
53	11 KV electrical hand gloves	Pair	4
54	Rubber Gloves for battery maintenance work	Pair	10
55	Hydro meter for Battery maintenance	Nos.	5
56	Nylon Rope-30mm, 5 tons - 30 mtr	Nos.	6
57	Tree Cutting Saw machine	Nos.	1
58	HoleShaw Cutter 5mm to 55mm	set	3
59	Chain Block :2Tonne capacity with 30 mtr chain	Set	2



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60	Extension Board with 6A Switch Socket-4nos. and 16A-Switch Socket-1 Nos. With 20 Meter Cable	Set	5
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Note:

1. If any tools and tackles, except the list mentioned hereinabove, shall be required to carry out any job, then successful bidder shall arrange the same without any financial burden to GMDC.
2. If any particular tools and tackles shall not be maintained in healthy condition or not made available continuously for two weeks, Then GMDC may arrange the same at bidder's risk and cost.

**Annexure "E"**

**3. LIST OF TOOLS AND TACKLES- C&I**

<b>Sr. No.</b>	<b>C&amp;I Tools List</b>	<b>UOM</b>	<b>Quantity</b>
1	Ring spanner set 6-7mm to 30-32mm	Set	8
2	Fix spanner set 6-7mm to 30-32mm	Set	8
3	Fix-ring spanner set 6-7mm to 30-32mm	Set	8
4	Box spanner set 6 ot 32 mm with handle	Set	8
5	Adjustable Screw spanner 6"	Nos.	8
6	Adjustable Screw spanner 8"	Nos.	8
7	Adjustable Screw spanner 10"	Nos.	8
8	Adjustable Screw spanner 12"	Nos.	8
9	Crimping tool set size 0.5 to 5 sqmm	Set	1
10	High speed Electrical drill machine with up to 16mm drillbit( RCC& HHS)	Nos.	2
11	Soldering iron with soldering wire & flux	Nos.	3
12	Pipe wrench 300mm	Nos.	8
13	Pipe wrench 500mm	Nos.	3
14	Pipe wrench 750 mm	Nos.	3
15	File set	Set	5
16	Hex saw with blade (6 inch)	Nos.	8
17	Hex saw with blade (12 inch)	Nos.	8
18	Chiesel	Nos.	5
19	Metal tube cutter for S S& Copper	Nos.	2
20	Metal tube bender S S& Copper tube 6mm	Nos.	1

21	Metal tube bender S S& Copper tube 8mm	Nos.	1
22	Metal tube bender S S& Copper tube 12mm	Nos.	1
23	Allen key set- in mm	Set	8
24	Allen key set- in inch	Set	8
25	Allen key Set T-type	Set	4
26	Screw driver set, Taparia 812	Set	8
27	Heavy Screw driver set with insulation cover , Taparia, 713 , 922, 725, 828, 912, 712, 937	Set	4
28	Small size screw driver set (watch maker set), Taparia precision, Model- PSFP6	Set	5
29	Number Punch for making cable gland holes	Set	2
30	RJ 45and RJ 11 Crimping tool	Nos.	2
31	Digital Verniyarcalliper, make –Mitiyoto Measuring Length 300 mm.	Nos	1
32	Grinding machine A4 size	Nos.	2
33	Air blower variable speed, make – Bosch	Nos.	3
34	Hot blower ,make – Bosch	Nos.	2
35	Tester, taparia	Nos.	10
36	Long nose plier 8" size	Nos.	8
37	Long nose plier 6" size	Nos.	8
38	Combination Plier size- 8"	Nos.	8
39	Wire stripper	Nos.	8
40	200gm Teflon Hammer	Nos.	5
41	500gm Hammer	Nos.	5
42	Inside Circlip plier	Nos.	3

43	Outside Circlip plier	Nos.	3
44	Industrial application Vacuum cleaner	Nos.	1
45	Ratchet spanner set 6-7 m to 30-32mm	Nos.	2
46	Multimeter with Auto range facility & true RMS type including 4-20 mA.	Nos.	8
47	Highway Addressable Remote Transducer (HART)	Nos.	1
48	Safety Belt with anti skidding lock and double hook type. IS standard certified	Nos.	2
49	Current & MV source & sink (two in one)	Nos.	4
50	Nylon rope 10Tonne with D-cycle	Nos.	2
51	knife for cutting wire	Nos.	8
52	LED Torch 1 Watt rechargeable	Nos.	8
53	Extension Board with 6A Switch Socket-4nos. and 16ASwitch Socket -1nos. With 20 Meter Cable	Set	3

Note:

1. If any tools and tackles, except the list mentioned hereinabove, shall be required to carry out any job, then successful bidder shall arrange the same without any financial burden to GMDC.
2. If any particular tools and tackles shall not be maintained in healthy condition or not made available continuously for two weeks, Then GMDC may arrange the same at bidder's risk and cost.

**FORM - PA**

**CHECK LIST OF DOCUMENTS ENCLOSED WITH TENDER**

**TECHNICAL BID**

<b>Sr. No.</b>	<b>Document</b>	<b>Declaration (Strike out whichever is not applicable)</b>
1.	Tender Processing Fee	Yes/No
2.	EMD	Yes / No
3.	<b>Form PA</b> (check list of documents enclosed with tender)	Yes / No
4.	<b>Form PB</b> (Status of the Bidder)	Yes / No
5.	<b>Form PC</b> (CA Certification for Financial Details and work carried out during the last seven years of bidder)	Yes / No
6.	<b>Form PD</b> (Declarations)	Yes / No
7.	<b>Form PE</b> (Undertaking of Genuineness of Document)	Yes / No
8.	<b>Form PF</b> (Undertaking of Indemnity)	Yes / No
9.	<b>Form PG</b> (Site Visit)	Yes / No
10.	Power of Authority to sign the documents (Duly Notarized on Stamp paper of Rs. 300)	Yes / No

**PRICE BID**

<b>1</b>	Online Price bid submission in <b>Form PP</b>	Yes / No
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**FORM - PB**  
**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 & contact number 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 (Cancelled Cheque to be enclosed)	
PAN of Bidder	
GST Registration No. of Bidder	
PF Registration No.	
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 by the GMDC entity or any partner/proprietor of present entity GMDC was associated in any capacity.	

Signature and Stamp of the Bidder

**FORM PC**

**1. Turnover and Net Worth**

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:

1.1 Net Worth= Rs. \_\_\_\_\_ for the Year 2018-19  
Rs. \_\_\_\_\_ for the Year 2019-20  
Rs. \_\_\_\_\_ for the Year 2020-21

1.2 Turn Over = Rs. \_\_\_\_\_ for the Year 2018-19  
Rs. \_\_\_\_\_ for the Year 2019-20  
Rs. \_\_\_\_\_ for the Year 2020-21

**Average Turnover of Rs. \_\_\_\_\_**

**2. Details of Work Carried Out During the Last Seven Years by the Bidder**

Sr. No.	Description of work with Work place	Name of client with postal address	Work Order number and date	Contract Period		Actual Quantity worked	Amount without GST of work order	Work experience certificate attached
				From (Date)	To (Date)			
								Yes/No
								Yes/No
								Yes/No
								Yes/No

Signature and Stamp of the Bidder

Signature and Stamp of the CA

**TO BE CERTIFIED BY CHARTERED ACCOUNTANT SHOWING**

**MEMBERSHIP NO/ FIRM REGISTRATION NO**



**FORM PD**

**Declaration**

(On letter head of the Bidder)

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

1. Any of our Directors or Partners, jointly or severally and/or individually or our firm/GMDC have not been black listed by the Central Govt. or the State Govt. or its undertakings.
2. We have not put any condition in our offer with respect to Tender No. \_\_\_\_\_,
3. We have accepted all the terms and conditions, including Annexure, Corrigendum if any, as specified in the Tender Document No. \_\_\_\_\_ unconditionally.

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



**FORMPE**

**(Format for Affidavit)**

**A F F I D A V I T**

**Undertaking Regarding Geniuses 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 \_\_\_\_\_  
\_\_\_\_\_ against Tender No. \_\_\_\_\_
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 .....



**FORMPF**

**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)



**FORMPG**

**Declaration**  
(On letter head of the Bidder)

**Site Visit**

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 .....



**PRICE BID FORM – PP**  
**(To be submitted online)**

<b>A. Supply of Daily manpower (Excluding GST)</b>						
<b>Sr. No.</b>	<b>Description</b>	<b>Estimated Qty. Per day</b>	<b>Unit</b>	<b>Rate in Rs. per manpower per day</b>	<b>Total Rate in Rs. per day</b>	<b>Amount in Rs. for one year (365 days)</b>
1	Supply of Electrical Technician	8	Nos.			
2	Supply of Electrical Helper	12	Nos.			
3	Supply of CONTROL & INSTRUMENTATION Technician	10	Nos.			
4	Supply of CONTROL & INSTRUMENTATION Helper	4	Nos.			
5	Supply of CONTROL & INSTRUMENTATION Fitter	1	Nos.			
<b>Total of A (Excluding GST)</b>						
<b>B. Tools and tackles</b>						
<b>Sr. No.</b>	<b>Description</b>	<b>Required Qty. Per day</b>		<b>Unit</b>	<b>Amount in Rs. for one year (365 days)</b>	
1	Maintaining and supplying Tools tackles for electrical works	As mentioned in Scope of work section		Lot.		
2	Maintaining and supplying Tools tackles for C&I works	As mentioned in Scope of work section		Lot.		
<b>Total of B ( Excluding GST)</b>						
<b>Total of A &amp; B (Excluding GST)</b>						

Signature of Bidder with seal

Dated: \_\_\_\_\_

1. The rate quoted by the bidder for supply of manpower and tools and tackles shall remain firm during the currency of the contract and no escalation shall be given on any ground of whatsoever in nature during the currency of the contract.
2. 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 to be extended unconditionally for further period of 90 days, if GMDC requires it.
3. Payment to be made to the Successful bidder will be based on -
  - i. For Supply of Technician (ELECTRICAL), Supply of Helper (ELECTRICAL), Supply of Technician (CONTROL & INSTRUMENTATION), Supply of Helper (CONTROL & INSTRUMENTATION) and Supply of Fitter (CONTROL & INSTRUMENTATION). The payment shall be made as per actual supply of above categorized man power after deduction of LD, if any.
  - ii. For Supply of manpower and supply of tools and tackles for site work of ELECTRICAL and CONTROL & INSTRUMENTATION, the payment shall be made as per actual availability of tools and tackles in healthy condition after deduction of LD, if any.
4. 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 RA Bill No.



Please note the following details for Compulsory e-confirmation for Bank Guarantee through ICICI Bank through SFMS under our:  
IFS Code: ICIC0000024 and UIC GMDC530265584 for Field 7037.  
Bank Name: ICICI BANK LTD.

**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..... (biddingdocument)  
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 Tender No. \_\_\_\_\_ 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)**