



GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED
(A Government of Gujarat Enterprise)
E-TENDER DOCUMENT
FOR

“Security works on contract basis at various projects of GMDC”
E-TENDER NO.GMDC/HR/SECURITY-TENDER/MAY-2018 Dated 11.05.2018

Issued by
General Manager (HR)
Gujarat Mineral Development Corporation Limited
“Khanij Bhavan” 132 Ft Ring Road, Vastrapur, Ahmedabad-380052

Cost of Non Refundable Tender Document	:	Rs.5000/- + GST @ rate of 18%
Period of downloading of Tender	:	From 11.05.2018 to 28.05.2018 up to 13.00 Hrs.
Last Date of Time of online Submission of Tender	:	Dt. 28.05.2018 15.00 Hrs.
Date of Opening of Techno-Commercial (Part-I)	:	Dt.29.05.2018 at 15.30 Hrs.
Date of Pre-Bid Conference	:	Dt. 18.05.2018 at 15.30 Hrs.

Corporate Office:
Gujarat Mineral Development Corporation Limited
“Khanij Bhavan” 132 Ft Ring Road, Vastrapur, Ahmedabad-380052

GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED
(A Government of Gujarat Enterprise)
CIN No.: L14100GJ1963SGC001206; ISO 9001:2008 Certified
Khanij Bhavan, University Ground, 132 ft. Ring Road, Ahmedabad-380052
Tel No.: (079) 27913200/27913501, Fax: (079) 27910969 / 27911454
Email :persn@gmdcltd.com; Website: www.gmdcltd.com

Ref. No. GMDC/HR/SECURITY-TENDER/MAY-2018 Dated 11.05.2018

E-DETAILED NOTICE INVITING TENDER

Tenders are invited for following work from reputed contractors through e-Tender.

Brief Description of Work	Cost of Tender Document in Rs.	Period of Contract	Earnest Money (Rs.)
Providing Security works on contract basis at various projects of GMDC	5000/- + GST @ rate of 18 %	Two Years	As per clause No. 19 of the tender document.
Cost of tender document is payable by D.D. in favour of "GMDC Ltd, Ahmedabad"			
Period of downloading of tender documents	From 11.05.2018 to 28.05.2018 up to 13.00 Hrs.		
Last Date of Time of online Submission of Tender	Dt. 28.05.2018 15.00 Hrs.		
Date of Opening of Techno-Commercial (Part-I)	Dt. 29.05.2018 at 15.30 Hrs.		

GMDC reserves the right to accept and/or reject and/or split the work between the bidders.

The tenders shall be pre-qualified on the basis of the following criteria:

(1) ELIGIBILITY CRITERIA OF THE BIDDER

- (a) The bidder should have any of the following type of work order of atleast one year for providing Security Personnel to Government/Semi Government / Municipality / Corporation/Private Company in the last seven years ending on 31.03.2018. Certified copy of the same shall be submitted.
- (1) 3 Similar works costing not less than 40 % of the estimated contract value i.e. 40% of Rs. 13 Crore.
 - (2) 2 Similar works costing not less than 50 % of the estimated contract value i.e. 50% of Rs. 13 Crore.
 - (3) 1 Similar works costing not less than 80 % of the estimated contract value i.e. 80% of Rs. 13 Crore.
- (b) Bidder shall submit Audited Balance Sheet for the last three financial years i.e. 2014-15, 2015-16 & 2016-17 and a copy of I.T. Return. The bidder shall have average turnover of 30 % of the estimated contract value for the last three years ended on 31/03/2017. The estimated contract value is mentioned above. The Balance Sheet should be audited by a chartered accountant and Membership Number of the chartered accountant shall be affixed on the balance sheet.
- (c) The bidder shall have valid license issued by Controlling Authority, Government of Gujarat to run the business of Private Security in the State of Gujarat.

Note: Documentary evidence should be submitted with respect to (a) and (b) above pertaining to work order, balance sheet, I.T. Return etc. If the prospective bidder fails to submit the aforementioned documents alongwith the technical bids, then the bids submitted by the bidder shall be out rightly rejected without assigning any reason whatsoever in nature.

Tender is to be submitted online at <https://www.nprocure.com> and the link “help for contractor”, “Information about DSC”, FAQ’s and bidders manual Kit” to know the process for submitting the electronic bids at website. The complete bid document has been published on the website <https://www.nprocure.com> for the purpose of downloading.

The uploaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of tender document. Tender fee & EMD shall be reached to the office of undersigned on or before the time specified for online submission of techno-commercial part of tender.

The tender shall be pre-qualified on the basis of documents uploaded along with Techno-Commercial bid in support of above. The decision of the GMDC will be final and binding in this regard. The financial bid of only those bidders shall be opened who qualify in technical bid as per the above criteria. Only qualified bidders will be informed about price bid opening. The bidder who have earlier been awarded contract by the GMDC for any job and which they have abandoned or the contract has been terminated by the GMDC for breach of conditions shall not be eligible to participate in this tender.

Methodology of Selecting the Successful Bidder:

- a. Successful Bidder will have to quote their service charges for performing above duty through online only as per Form–D.
- b. No physical bid would be entertained. The Successful Bidder who quotes zero percentage service charges in the price bid due to whatsoever reason will be out rightly rejected.
- c. The L1 rate will be considered for all four zones on the basis of service charge submitted on line in Form-D. It is further clarified that any single agency would not be given the work order for more than one zone as stated above.
- e. Selection of agency for awarding work will be strictly on L1 basis. L1 will be offered to select choice of any one zone. Than L2 will be offered to select his choice of zone out of rest three available zones, Similarly L3 and last available zone will be awarded to L4.
- f. In case the prospective bidders has submitted the Bids which are equal and considered as L-1 than in that case the annual average turnover of the bidders are required to be taken into consideration for determination of L-1 bidder.
- f. L1, L2, L3, and L4 will be considered as selected agencies. All four parties will have to accept rate offered by L1. Means the rate of L1 will be applicable to all four parties.

- g. In case, any party (L2) or (L3) or (L4) is not ready to accept the rate of L1, next will be offered i.e. L5, L6, L7 accordingly. Rate quoted shall remain valid for 120 days from the date of opening of the Technical-Bid, which shall have to be extended unconditionally for further maximum period of 30 days, as may be deemed fit by GMDC.

GMDC reserves the right to accept or reject any or all offers without assigning any reason. Also the GMDC does not bind itself to accept the lowest price offer.

GMDC shall not be responsible for any postal delay or loss of offer. Offers sent by any other mode other than prescribe shall not be accepted. All communications/correspondences/documents including the bid document should be physically signed, stamped on each page before uploading and also signed digitally by the designated authorized representative of the bidder.

General Manager (HR)

Note: The bidders are advised to keep visiting our website till due/extended due date of tender for corrigendum/addendum, if any, to the tender.

(2) SECTION-II

- (1) In the contract (as hereinafter defined) the following words and expression shall have the meaning hereby assigned to them, except where the context otherwise requires.
- (2) “Agent” shall mean the Agent for GMDC’s Mines so notified by the GMDC in this behalf.
- (3) “Alteration/Variation order” means, any order given in writing by the Officer-In-Charge to the Contractor from time to time to effect Alteration/Variation from given Scope of Work. Such an order will be without any financial implication to the GMDC.
- (4) “Approved” shall mean approved in writing by the GMDC / Officer-In-Charge.
- (5) “Appointing Authority,” wherever the expression is used shall mean the Managing Director of the GMDC.
- (6) “Commencement of Work” shall be reckoned from the date of issue of letter of Acceptance including the stipulated mobilization period.
- (7) “Contract Document” shall mean collectively designs, drawings, plans specifications, agreed variations, if any and other documents constituting the tender and acceptance thereof.
- (8) “Contract Rate” or “Scheduled Rate” or “Tendered Rate” or “Rate of remuneration” means rate entered in figures and words in schedule/s by the contractor and accepted by the GMDC as payable to the Contractor for execution/performance if all contractual obligations as per terms of the contract per person basis.
- (9) “Contract” shall mean the agreement between the GMDC and the Contractor for execution of the work/s including therein all documents such as invitation to tender, instructions to Contractor, general conditions of contract, special condition of contract, job specification, general requirements, time schedule for completion of work, drawings, letter of Acceptance / telegram awarding the work, alteration/variation order, agreed variations, if any etc. Any subsequent changes made in any of these documents, would be deemed to be a part of the Contract.
- (10) “Contractor/Agency/Successful Bidder” shall mean the person or persons, firm or company, who’s tender, has been accepted by the GMDC and shall include his/its/their legal representatives, administrators, successors and executors.
- (11) Mines shall mean and include definition provided under the Mines Act.
- (12) Factory shall mean and include definition provided under the Factories Act.
- (13) “Head of Department” shall mean General Manager for the GMDC’s Project or his successor in the office so designated by the GMDC.
- (14) “Letter of Acceptance” shall mean intimation by a letter/telegram to Contractor that his/its tender has been accepted, in accordance with the provision contained in the letter/telegram.
- (15) “Managing Director” shall mean the Managing Director of GMDC Limited.
- (16) “Notice in writing or written notice” shall mean a notice written, typed or printed send (unless delivered personally or otherwise proved to have been received) by registered post to the last known business address or registered/Head/Local office of the addressee and shall be deemed to have been received in the ordinary course of post.

- (17) "Officer-In-Charge" shall mean the Officer so designated for the overall supervision, coordination, direction and administration of the contract work from time to time by the GMDC and shall also include the Head of GMDC's Mines.
- (18) "GMDC Limited" or "Company" shall mean "Gujarat Mineral Development Corporation Limited," having its registered office at "Khanij Bhavan" 132 Fit Ring Road, Vastrapur, Ahmedabad-380052 (Gujarat) including its successors and assignees or its representatives authorized to act on its behalf for the purpose of contract.
- (19) Employees employed by the Contractor means and includes Ex. Men with Arm, Ex. Men without Arm, Guards, Security Supervisor/Co-ordinator.
- (20) "Specifications" shall mean directions, various technical specifications, provisions and requirements attached to and referred to in the contract, which pertain to the method and manner of performing the work/s and the material to be furnished/used required to be used/consumed and/or provided for execution work/s as many be amplified or modified by the GMDC or the Officer-In-Charge from time to time and notified/communicated to the Contractor during the course of performance of this contract and provide for the unforeseen conditions or in the best interest of the work/s. It shall also include the latest addition including all agenda or corrigenda or relevant rules, regulations or regulation codes.
- (21) "Temporary Works" shall mean and include all temporary work/s of very kind for the execution of the main work as incidental and ancillary thereto.
- (22) "Tender" shall mean the offer submitted by the Contractor against this inquiry for acceptance by the GMDC.

(3) **INTERPRETATIONS**

- (i) Where it is mentioned that the Contractor shall do or perform or cause to be done certain work/s or provide certain facilities or discharge certain obligation/s or make certain provision/s etc. it is expressly agreed and understood that each and every such work/s facility, obligation/s or provisions etc. shall be made and/or provided by the Contractor and liability discharged to the satisfaction of the GMDC at the cost and consequences of the Contractor.
- (ii) Several clause and documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract or for any of the matter/s, the same shall be referred to in writing by the Contractor to the Head of the Department of GMDC whose interpretation/s , decision in writing shall be conclusive, final and binding on the Contractor.
- (iii) All headings and marginal notes to the various clauses of the contract are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof, or of the provisions of the contract.
- (iv) In the contract, unless otherwise stated specifically, the singular shall include the plural and vice versa, wherever the context so requires, the

words importing person/s shall include incorporated companies, registered association, body of individuals or partnership firm.

- (v) General conditions of contract shall be read in conjunction with the Special Conditions of Contract, Specification of work and any other documents forming part of this contract wherever the context so requires.
- (vi) Notwithstanding the sub-division /s of the various clauses of the contract into the separate parts/sections, every part of such shall be deemed to be supplementary to and complementary of each and every other part and shall be read with and into the contract so far as it may be practicable to do so.
- (vii) Where any portion of the General conditions of the contract is repugnant to or at variance with any provisions of the Special Conditions of the Contract, then, unless a different intention appears, the provisions of Special Conditions of the contract shall be deemed to over-ride the provision of the General Condition of the Contract and shall to the extent of such repugnancy or variations, prevail.
- (viii) The materials, designs and workmanship etc. shall mean the relevant Indian Standards and the job specifications contained herein and the Contractor shall, also satisfy codes referred to in the contract and the additional requirements, if any.
- (ix) No Director or official or employee of the GMDC shall in any way be personally bound or liable for the acts or obligations of the GMDC under the contract or answerable for any default or omissions in the observance or performance of any of the acts, matters or things which are herein contained.
- (x) No verbal agreement or inference from conversation with any officer or employee of the GMDC, during or after the execution of the contract shall in any way affect or modify the terms or obligations contained herein.
- (xi) No amendments to the contract shall be valid unless specifically made in writing as an amendment to the contract and signed by the authorized representative of the parties.

(4) INSTRUCTION TO THE BIDDER

Instruction to the bidder & General Conditions

- i. Tender is to be submitted online at <https://www.nprocure.com> in electronic form as prescribed in the tender form. Tender fees and processing fees will not be refunded in any case.
- ii. The Bidder should go through the website <https://www.nprocure.com> and the link “help for contractors”, “information about DSC”, FAQ’s and bidders manual kit” to know the process for submitting the electronic bids at website. The complete bid document has been published on the website <https://www.nprocure.com> for the purpose of downloading. The uploaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of bid document and Tender Fee.

- iii. All communications/correspondences/documents including the bid document should be physically signed, stamped on each page before uploading and also signed digitally by the designated authorized representative of the bidder.
- iv. The DD towards EMD and cost of tender document must be enclosed along with the Technical Bid proposal failing which the bid will be summarily rejected.
- v. The DD towards the cost of tender document fees, Earnest Money Deposit along with original affidavits as per format of tender document should be kept in sealed envelope addressed to General Manager (HR) GMDC Ltd., Khanij Bhavan, University Ground, 132 ft. Ring Road, Ahmedabad - 380052. This envelope should be marked with NIT number & work, name and address of contractor, telephone number, e-mail ID etc is to be written on the top for clarity. This envelope should be submitted in the office of the General Manager (HR), Corporate Office, Khanij Bhavan, University Ground, 132 ft. Ring Road, Ahmedabad-380052 on or before the date and time as mentioned in the Notice Inviting Tender. GMDC shall not be responsible for any postal delay. In case of non-receipt of same prior to the time of scheduled submission of tender, the offer of the bidder shall be rejected.
- vi. The bidder in quoting his rate shall for all purpose, whatsoever, be deemed to have himself independently obtained all relevant and necessary information for the purpose of preparing his tender. The correctness or completeness of the details, given in the tender documents is not guaranteed. The bidder is required to satisfy him in all respect, before the submission of offer.
- vii. The bidder shall be deemed to have examined the tender document, to have obtained his own information in all matters whatsoever that might affect the carrying out of the works at the schedules rates and to have satisfied himself to the sufficiency of his tender. Any error in description or quantity or omission in the Contract Document shall not vitiate the contract or release the Contractor from executing the work comprised in the contract according to specifications at the scheduled rates. The bidder is deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures, conditions of service of GMDC's staff/workmen doing similar and same type of work etc and as to what all works he has to complete in accordance with the contract documents irrespective of any defect, omissions or errors that may be found in the contract documents. The Contractor shall be deemed to have visited site and surroundings, to have satisfied himself to the working conditions at the site availability of water, electric power, labour etc, transportation facilities, probably sites for labour accommodation and store go-downs etc and all other factors involved in the execution of works.

(5) TENDER PROCEDURE

- i. e-Tender portal <https://www.nprocure.com> shall be used for all procedure related to the bidding.
- ii. The prospective Bidders should register themselves in the e-Tender Portal and submit the Bids electronically through the e-Tender portal.
- iii. The Bidders are requested to download the e-Tender help manual and user manuals from the Portal for reference.
- iv. It is mandatory for the Bidders to possess a valid Digital Signature Certificate to complete the e-Tender Bid process as per the provisions of Information Technology Act.
- v. The Technical Bid form and Price Bid form will be available in prescribed format for downloading. The registered Bidders can log into the e-Tender system and quote the rates online only.
- vi. The Bid forms should be filled and submitted using the Digital Signature Certificates. The supporting documents as required in support of tender should be scanned and uploaded in the e-Tender system.
- vii. The Bid form should not be changed or altered or tampered by the bidder. If the Bid form found tampered, the Bids will be summarily rejected.

(6) TENDER DOCUMENT FEE

- a) For each and every Bid submitted, a non-refundable Tender Fee Rs.5000/- + G.S.T. should be paid by way of Demand Draft or Banker's Cheque drawn in favour "GMDC Ltd" payable at Ahmedabad. The payment by way of Demand Draft or Banker's Cheque should be deposited physically at office of General Manager (HR) Corporate office, Khanij Bhavan, University Ground, 132 ft. Ring Road, Ahmedabad-380052 on or before the date time of submission of the Tender.
- b) The payment particulars should be entered in the e-Tender Portal by the bidder while bidding.
- c) If any of the information committed in the e-Tender Bid does not match with physically submitted payment, GMDC reserves the right to reject the bid summarily.
- d) If the Bidder fails to submit the physical instrument prior to the scheduled date of submission of tender, their bid is liable for rejection.

(7) ONE BID PER BIDDER

Each bidder shall submit only one Tender, either individually or as partnership firm or a Private/Public limited Company or a Co-operative society.

(8) COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of his offer, and the GMDC will in no case be responsible or liable for those costs, under any conditions.

(9) GENERAL INSTRUCTION FOR FILLING THE TENDER

- (a) All uploaded document shall be digitally signed by the bidder or by a person holding power of attorney authorizing him/her to sign on behalf of bidder before submission of the tender.
- (b) Tender in which any of the particulars and prescribed information is missing or incomplete in any respect and/or prescribed conditions are not fulfilled may be liable for rejection.
- (c) Canvassing in connection with tender is strictly prohibited for bid submitted by the bidders, who resort to canvassing, will be liable for rejection.
- (d) Bidders, in their own interest are advised to read the tender document completely and carefully, to avoid submission of incomplete bid. Tender in which any of the particulars and prescribed information is missing or incomplete in any respect and/or prescribed conditions are not fulfilled are liable for rejection, at the sole discretion of the GMDC.
- (e) GMDC takes no responsibilities for delay, loss or non-receipt of required document sent through post/courier service. Offers through any other mode than prescribed shall not be accepted.

(10) PRE BID CONFERENCE

- (a) A pre bid conference (PBC) shall be held as per schedule date and time.
- (b) In this tender, Contractor would address the clarifications sought by the GMDC with regard to the bid document and the scope.
- (c) The Contractor would be required to submit their queries to the GMDC in writing 72 hours before then PBC through e-mail/post.
- (d) Queries not submitted within this deadline will not be taken up at the PBC.
- (e) The eligible Contractor shall attend the PBC, even if they do not have any specific queries. No clarifications to any query the PBC shall be entertained.
- (f) GMDC reserve the right not to respond to any/all queries raised or clarifications sought if, in their opinion and at their sole discretion, they consider that it would be inappropriate to do so or do not find any merit in it.
- (g) No extension to any deadline referred to in this document will be granted on the basis or grounds that GMDC should respond to any queries to provide any clarification.

(11) ADDENDA/CORRIGENDUM

- (a) Addenda/Corrigenda to Notice Inviting Tender or to this tender document may be issued to clarify documents or to reflect modification in the specifications or terms & conditions or scope of work or for any other reasons.

- (b) Addenda/Corrigenda to these tender documents, if issued by the GMDC, shall form an integral part of this tender document.
- (c) All the addenda/corrigendum shall be published on website only and no separate notice shall be given to the bidders. The bidders are advised to visit the website regularly for the corrigendum purpose and no claim whatsoever in nature shall be entertained.

(12) CURRENCIES OF THE BID AND PAYMENT

The unit rates and prices shall be quoted by the bidder entirely in Indian Rupees.

(13) SUBMISSION OF TENDERS

- (A) The tender shall be submitted online as prescribed above in the tender document. The “Techno-Commercial Bid” should contain the following:
 - i) Earnest Money Deposit in the manner specified in the tender document
 - ii) Power of Attorney in favour of the authorized representative signing the tender, as required.
 - iii) Attested Certificate of Incorporation /Memorandum & Article of Association/ Partnership deed duly certified by the Company Secretary/Notary Public/Gazetted officer as the case may be. In case the bidder/contractor makes any change in the constitution of the firm after submission of the offer; they shall have to inform the GMDC at the earliest.
 - iv) Copy of PAN card & Goods & Service Tax Registration Certificate.
 - v) Attested copy of the audited Balance Sheet for the Financial Year 2016-17 prescribed in the tender conditions in support of the turnover.
 - vi) Copy of valid license issued from controlling agency as per PQ criteria of tender document.
 - vii) “Exceptions & Deviations statement” to be submitted by the bidder as per tender format.
 - viii) Registration copy of Provident Fund Account Number of establishment and its effective date.
 - ix) Duly attested copies of all such other documents as referred in the tender document.
 - x) Undertaking as per Annexure A of tender document.
- (B) Bidder must upload the documents duly attested by Gazatted Officer/Notary Public/ Magistrate in support of above required details and any declaration given by the bidder without requisite supportive documents will not be considered. It may be noted that the bid shall be examined on the basis of documents uploaded, as per above required details, furnished along with it. A bidder shall be fully responsible for consequences including rejection of his tender or cancellation of the

Contract if the required attested documents/attested copies of documents are not submitted/uploaded along with the techno-commercial bid or any information/document is found to be false/fabricated/misleading. The authorized signatory of the bidder should put his signature along with its stamp on each page of the Techno-commercial bid and should also record the date.

(14) PART-II PRICE BID (BID OF QUOTE)

- (a) The 'Price Bid' shall be submitted online in the prescribed BOQ format. It is suggested to the bidder to read carefully the instructions mentioned in the Proforma at Form-D./BOQ for quoting the price offer.
- (b) The rates are to be quoted in Rupees as per the price format.
- (c) While quoting the price under this part, the bidder shall specifically confirm that the prices quoted are for the scope of work detailed in technical specification of the tender document.

(15) DEADLINE FOR SUBMISSION OF BIDS

GMDC may extend the deadline for submission of Bids by issuing an amendment, in which case all rights and obligation of the GMDC and of the bidder, which were previously subjected to the original deadline, will then be subjected to the new deadline.

(16) LATE BIDS/DELAYED BID

No bid will be accepted by the GMDC after the deadline prescribed in NIT due to any reason whatsoever.

(17) OPENING OF THE TENDER

- (a) The Techno-Commercial Bid of the offer will be opened as per NIT.
- (b) If the date fixed for opening of tenders happens to be a holiday for any reason, the tender will be opened on the next working day at the same time.

(18) EXCEPTIONS AND DEVIATION

Bidders are advised to submit quotations based on the terms and conditions and specifications contained in the tender document and not to stipulate any deviations. Bids containing stipulations of deviation to the terms and conditions are liable to be ignored. In case it is absolutely unavoidable to deviate from tender conditions then the bidders should mention the deviations at their risk of rejection only in the form C. Deviations mentioned anywhere else in the bid shall be ignored without any consequences.

(19) EARNEST MONEY DEPOSIT

- (a) The bidder must pay Earnest Money amounting to Rs. 26,00,000/- (Twenty Six Lakh) In the form of Demand Draft in favour of "GMDC Ltd" and drawn on any bank payable at Ahmedabad approved by Govt. of Gujarat except Co-operative Bank and the same shall be submitted as detailed above in original.

- (b) No interest shall be paid by GMDC on the earnest money so deposited by the bidder.
- (c) The earnest money of the tenders whose bid is not found to be acceptable on the basis of pre-qualifying criteria and/or on evaluation of their techno-commercial bids will be refunded at the earliest, upon request in writing received by GMDC. The earnest money of the bidder who are technically successful but not awarded the work shall be refunded after issuance of LOA to contractor.
- (d) The earnest money deposited by the contractor will be refunded after submission of S.D., but shall stand forfeited if the bidder fails to furnish security deposit and/or fails to commence the work within stipulated period. Further if the Contractor wants to convert their EMD into S.D. then they can do so. However written communication in this regards shall be made.
- (e) **The earnest money of a bidder shall be forfeited in the following cases:-**
 - i) If the bidder withdraws or modifies the offer after submission of the tender.
 - ii) If the Contractor does not submit the prescribed security Deposit within one month from the date of LOA.
 - iii) If it is established that the bidder has submitted any wrong information/forged documents along with the tender or thereafter.

(20) VALIDITY

Tender submitted by bidder shall remain valid for acceptance of a period of 120 days, from the date of opening of the tender (Part I of the offer). An offer with a validity period of less than 120 days is liable to be rejected. The bidder on its own shall not during the said period of 120 days or in extended period cancel and/or withdraw his tender nor shall be make any variation therein. In case of bidder revoking, cancelling, modifying and/or withdrawing his bid during the validity of bid, the earnest money deposited by him along with tender shall stand forfeited, and tender will not be considered further evaluation.

In exceptional circumstances, prior to expiry of the original time limit, the GMDC may request the bidders to extend period of validity for a specified additional period. The request and the bidder's response shall be made in writing A bidder if agreeing to the request will not be required or permitted to modify his bid.

(21) EVALUATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

Prior to the detailed evaluation of Bids, GMDC will determine whether each Bid:

- i) Meets the eligibility criteria.
- ii) Has been properly signed;
- iii) Is accompanied by the required securities; and

- iv) Is substantially responsive to the requirements of the Bidding documents.

A substantially responsive Bids is one, which confirms to all the terms, conditions and specification of the Bidding documents without material deviation or reservations. A material deviation or reservation is one:

- i) Which affects in any substantial way the scope, quality, or performance of the work; and/or
- ii) Which limits in any substantial way, inconsistent with the Bidding documents, GMDC's right or the Bidder's obligation under the contract; and/or
- iii) Whose rectification/acceptance would affect unfairly the competitive position of the other Bidders presenting substantially responsive Bids.

(22) EVALUATION OF TECHNO-COMMERCIAL BID

- (a) The techno-commercial bids of substantially responsive bidder will be evaluated from all aspects. The GMDC reserves the right to assess the capability and competency of the bidder based upon the information provided by the bidder in the techno-commercial bid and the information that may otherwise be available to and/or gathered by the GMDC. The decision of the GMDC as to which bidder is capable & competent to carry out the work shall be final. The bidder should, therefore, see that he has required level of technical, financial & managerial competence & experience before submitting the tender.
- (b) If a Bid is not substantially responsive, the GMDC at its sole discretion may reject it.
- (c) The bidder shall be prepared to furnish clarification/information and attend meetings/discussion /as required by the GMDC from time to time.
- (d) Price Bid (part II) only of techno-commercially acceptable tenders shall only be opened.

(23) NEGOTIATIONS

- (a) Negotiations will be conducted with the lowest bidders only. In case of non-satisfactory achievement of rates from lowest bidder, GMDC may choose to make a written counter offer to the lowest bidder and if this is not accepted, GMDC may decide to reject and re-invite fresh tenders or to make the same counter-offer first to the second lowest bidder, then to the third lowest bidder and so on in the order of initial bidding, and work order be awarded to the bidder who accepts the counter offer.
- (b) In the case, when the quotations given by the bidder during negotiations is higher than the original quotation of the bidder then the bidder will be bound by the lower rate originally quoted by the bidder.
- (c) In case of negotiations, representative of the bidder attending negotiations must possess written authority from the bidder to the effect that he is competent to modify/amend the submitted tender deviations and rates offered by them.

(24) CORRECTION OF ERRORS

Price Bid (Part II) of substantially responsive will be checked by the GMDC for any arithmetical errors. Errors will be corrected by the GMDC as follows;

- a) Where there is discrepancy between the amounts in figures and in words, the lower of the two would be taken; and
- b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and
- c) Discrepancy in totaling or carry forward in the amount quoted by the bidder shall be corrected. The bidder sum so corrected and altered shall be substituted for the sum originally bidder and considered for acceptance instead of original sum quoted by the bidder.

The amount stated in the Bid will be adjusted by the GMDC in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the Bidder.

(25) PROCESS TO BE CONFIDENTIAL

- (a) Information, relating to the examination, clarification, evaluation and compilation of Bids and recommendations for the award of a contract shall not be disclosed to the Bidders or any other person not officially concerned with such process. Any effort by a Bidder to influence the GMDC's processing of Bids or award decision may result in rejection of his bid.
- (b) The bidder may note that indulgence in submitting unsolicited offers or submitting unsolicited correspondence after submission of bid is liable reject his offer and also to debar him from participating in GMDC tenders.

(26) NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

- (a) The bidder, whose Bid has been accepted, will be notified of the award by the GMDC, through postal communication or through facsimile confirmed by registered letter/speed post. This letter (hereinafter and in Conditions of Contract called the "Letter of Acceptance/Detailed letter of Acceptance) will state the sum unit that the GMDC will pay to the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed in the Contract (hereinafter and in the Contract called "the Contract Price")
- (b) The notification of award will constitute the formation of Contract. The execution of agreement as per clauses below would be the formalization of agreement that was commenced with the issuance of LOA.

(27) SIGNING OF THE CONTRACT AGREEMENT

The successful bidder shall be required to execute an agreement on non-judicial stamp paper of appropriate value under Indian Stamp Act with the GMDC within 30 days from the date of intimation regarding acceptance of tender, LOA etc. The cost of execution of agreement including non-judicial stamp paper shall be borne by the contractor.

(28) THE CONTRACTOR AGREEMENT SHALL CONSIST OF

- i) An agreement on non-judicial stamp paper of appropriate value,
- ii) Tender document, along with the addenda/corrigendum, if any.
- iii) Telex/Letter of Acceptance and/or Detailed Letter of Acceptance.
- iv) Agreed Variation, if any.
- v) Any other document as mutually agreed.

(29) RIGHT OF COMPANY

The GMDC reserves the right:-

- i) To reject any or all the tenders, in part or full, without assigning any reason thereto,
- ii) Not to accept the lowest tender or assign reasons for not accepting the lowest tender.
- iii) To further split the work amongst more than one contractor.
- iv) To increase / decrease the numbers of security personals and period of contract without any additional obligation on it.
- v) Not to carry out any part of work.
- vi) To reject the offer, if it is established that the bidder has submitted any wrong/ misleading information & forged document along with offer or thereafter.

GMDC may exercise any of the above right at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the GMDC's action.

(30) REFUSAL/FAILURE

In the event the Contractor, after the issue of communication of Acceptance of tender by the GMDC (LOA), fails/refusal to accept the award and/or commence execution of the work as herein before, the Contractor shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the Contractor's calculated and willful breach of contract, and in such an event the GMDC shall have full right to claim damages/compensation thereof in addition to the forfeiture of Earnest Money / Security Deposit. However in case of any

reason whatsoever in nature, GMDC rejects/cancel the tender then in that case no compensation shall be payable to the Contractor.

(31) INTERPRETATION OF CONTRACT DOCUMENT

- (a) Except if an to the extent otherwise provided by the contract, the provisions of the general conditions of the contract and special conditions of the contract shall prevail over those of any other documents forming part of the contract.
- (b) Several documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contracts or any of the matter may be referred to the Officer-In-Charge whose decision shall be final and binding.
- (c) In case of any inconsistency or contradiction between the provisions of General Conditions of Contract and Special Conditions of Contract, the Special Conditions of Contract shall prevail unless and until provided otherwise.

(32) SECURITY DEPOSIT

- (a) The successful bidder shall furnish a Security Deposit amounting to Rs. 65,00,000/- (Sixty Five Lakh) through DD or Bank Guarantee or FDR from Banks approved by Govt. of Gujarat from time to time except co-operative Bank in favour of GMDC Ltd payable at Ahmedabad.
- (b) The amount of SD is to be deposited through Demand Draft or Bank Guarantee or FDR from Banks approved by Govt. of Gujarat from time to time except co-operative Bank in favour of GMDC Limited, Ahmedabad, within 30 days of the issuance of such communication of acceptance of tender/Letter of Acceptance, for due fulfillment of all or any of the terms & conditions of the contract.
- (c) The Security Deposit shall not bear any interest. The entire Security Deposit shall be refunded after six months of the expiry of contract, provided always that the Contractor has been first paid all the bills including his final bill subject to deductions as are permissible under these terms and all other dues to the GMDC arising out of this contract, if any, have fully met by the contractor and the Contractor has rendered “No Claim and No Dues Certificate” to the GMDC.
- (d) The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the GMDC, should the contractor either fail to fulfill the contractual obligations or fail to settle in full, his dues to the GMDC. In case of premature termination of the contract, the Security Deposit will be forfeited and the GMDC will be at liberty to recover the loss suffered by it from the Contractor.
- (e) The GMDC may deduct from the Security Deposit any sum due and any other sum that may be fixed up by the GMDC as being the amount of loss or loses or damages suffered by it due to delay in performance and/or non-performance and/or partial performance of any of the terms of the contract.

- (f) All compensation or other sums of money payable by Contactor to the GMDC or recoveries to be made under the terms of this contract may be deducted from any sums which may be due to the Contractor from the GMDC on any account and in the event of the such amount being insufficient the Contractor shall within ten days of such shortfall make good in case, failing which the balance amount shall be recovered by way of issuing demand notice.
- (g) In the event of S.D. amount being insufficient, then the balance recoverable amount shall be deducted from any sum, then due or which at any time thereafter may become due to the contractor. The Contractor shall pay to the GMDC on demand any balance remaining due.
- (h) In the event of security amount at any time during the currency of the contract failing short of the specified amount, the Contractor shall forth with make good the deficit on demand, so that the total amounts of Security Deposit will not at any time be less than the amount so specified. The GMDC may recover the same by way of additional deductions from bills.
- (i) No interest is payable on Security Deposit amount.
- (j) In case of enhancement of quantum of work, due to any reason, the contractor shall furnish additional security deposit amount. This security will be progressively recovered from the payment due to the contractor.

(33) PROVIDENT FUND

- (a) The contractor shall be wholly responsible for complying with the fulfillment of the provisions of the Employees Provident Fund and Miscellaneous provisions Act, 1952 including subsequent amendments & notifications, in respect of the employees engaged for the work.
- (b) The Contractor shall have to get himself registered with the Regional Provident Fund Commissioner (RPFC) under the Employees Provident Fund and Miscellaneous Provisions Act, 1952. Bidder is required to submit the copy of the PF Registration Number received from RPFC office.
- (c) However, each running account/Final bill must be submitted alongwith the name of the labour/employee deployed for the work, wages/salaries paid to them, amount of PF deducted from salaries of the labour/employees and employer's contribution, amount deposited in RPFC office/Trust against each employee's name and copy of the Challan and copy of ECR for the amount deposited in RPFC office/Trust till previous month, failing which no payment will be made for Running Account bill submitted by the contractor to the Officer-In-Charge.

(34) SUB-LETING OF WORK:

The whole of the work included in the contract shall be executed by the contractor alone and the contractor shall not directly or indirectly transfer, assign under-let or sub-let the contract or any part thereof or interest therein and doing so shall render the contract to be terminated on risk and cost of the contractor.

(35) PATENTS/COPY RIGHT TRADE MARK

Contractor shall indemnify and keep indemnified the GMDC including its employees and authorized agents/representatives and its successors shall hold them harmless from any and all loss, damage, liability costs of litigation counsel fees and other expenses arising out of any claim or suit for alleged infringement of patents, copyright trademarks or trade names or brand relating to any of the stores, material or equipment described in the contract or for the use or resale thereof, and contractor agrees to assume the defence of any and all such suits and to pay any and all costs and expenses incidental thereto and any judgment awarded thereon.

(36) CONTRACTOR TO BE LIABLE FOR ALL PAYMENT TO HIS WORKERS/EMPLOYEES

- (a) The contractor shall be liable for payment of all wages and other benefits such as leave with wages, contributory provident fund etc, to his employees and labour as per the statutory requirements as in force or, may be applicable from time to time during the currency of the contract.
- (b) The contractor shall be liable for payment of the minimum wages rates as per the notification issued from time to time by the Office of Chief Labour Commissioner (C), Ministry of Labour & Employment, Govt. of India, New Delhi as well as Labour Commissioner, Gujarat State from time to time whichever is applicable.
- (c) The contractor shall bear all liabilities for employee and labour employed or retained by him as regards to their employment, litigation and any other action arising out of operation of this contract or at the termination/completion of this contract.
- (d) The GMDC shall not pay any additional amount on any such account. The only remuneration payable to the contractor by the GMDC will be on the basis of accepted rates and work executed thereof.
- (e) Contractor is liable to provide Uniform, Shoe, Lathi etc. to their employee every six months. For providing Uniform and liveries, shoes, lathi, whistle, cap, belt, torch etc. to the Security Personnel and its maintenance as well as for administrative expenses, GMDC would make additional payment @ 4% of the total wages paid half yearly. The 4% would be worked out only on wages payment made to the Security Personnel. For example, if the Security Contract commences in October, 2015 and total disbursement for next six months i.e. upto March 2016 is Rs 10,00,000/- (Basic Wages + VDA Payment Only), the successful bidder would raise a claim note for getting Rs 40,000/- from GMDC. (Rs 10,00,000*4 % =Rs 40,000)

The above payment/disbursement would be made to the Successful Bidder from the corporate office of GMDC only after proper verification of the account of the projects. Contractors are required to submit the said claim bill half yearly to the Corporate Office of GMDC.

(37) STATUTORY OBLIGATION

The Contractor shall be responsible for the payment of any and all contributions, duties, levies and taxes including Goods & Service Tax, payable at present by the Central or State Government authorities, for execution of the works under the contract. The Contractor shall also be responsible for full compliance with all obligations and restrictions imposed by the labour law or any other law affecting employer-employee relationship and the Contractor further agrees to comply and to secure the compliance with all applicable Central, State Municipal and local laws and regulations and requirements, of any Central, State or Local Govt. agency or authority. Contractor further agrees at his cost to defend, indemnify and hold GMDC harmless and indemnified from all or any liability or penalty which may be imposed by the Central, State or Local authorities, including Director General of Mine's Safety, Dy. Director Health and Safety of the State Government Authority etc. or any other civil or criminal court, tribunals by reason of any violation by contractor of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against the GMDC arising under or out of or by reasons whatsoever work provided for by this contract, by third parties, or by Central or State Govt. Authorities or any administrative or quasi judicial tribunal.

(38) TAXES AND DUTIES

- (a) The rate quoted by the bidder will be inclusive of all taxes, duties, levies including as applicable on this contract (up to the last date of submission of bids). The rates quoted shall be on 'firm price' basis during the pendency of the contract period and the contractor shall not be eligible for any escalation (except as mentioned in the tender document) in the rates on what so ever ground.
- (b) Goods and Service Tax will be paid/adjusted/reimbursed to the Contractor as per prevailing rates and rules applicable for Goods and Service Tax to the extent directly related to the services rendered by the Contractor under the said Contract subject to production of documentary proof alongwith the online verification to the effect that payment towards GST is deposited. The Contractor will mention the Goods and Service Tax amount separately in the invoice/bill.

(39) VARIATION IN STATUTORY TAXES DUTIES & LEVIES

- (a) Any fresh imposition /withdrawal or variation in statutory duties, taxes or levies made by statutory authorities after the last date of submission of bids, will be reimbursed to contractor or recovered by the GMDC, as the case may be. The reimbursement to/recovery from the contractor will be made against submission of supporting documents and for only such taxes/duties/levies that are directly applicable to the contract and reflected in his running bills.
- (b) The GMDC shall be fully entitled to deduct income tax and/or any other levies at sources as per the rules and instructions as may be applicable for this purpose from time to time.

(40) INDEMNITY

- (a) The Contractor shall at all times, indemnify and keep indemnified the GMDC, including its employees, authorized agents and the Officer-In-Charge its successors from any and all liability for damages resulting from or arising out of or in any way connected with the operation covered by the contract and he shall make good all losses and damages arising there from. In case the GMDC shall incur any cost or expenses or suffer any loss on account of any claim demand or course of action brought against them and arising out of operations covered by the contract, the GMDC shall have the power (without being bound to do so) to defend, contest or compromise any such claim, demand or cause of action. Any amount that may become payable by the GMDC and any cost expense etc that may be incurred by the GMDC in this behalf, shall also be recoverable from the Contractor.
- (b) All sums payable by way of compensation/s under any of these conditions shall be considered as reasonable compensation to be applied to the use of the GMDC without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.
- (c) Contractor shall also keep indemnified the GMDC against all claims of its staff under Industrial Disputes Act, Payment of Wages Act. Mines Act, Factory Act, PF Act, Minimum Wages Act, Labour Contract Act and other Acts/Rules applicable on the awarded work to the contractor.

(41) WAIVER AND LIABILITY TO PAY COMPENSATION

- (a) In any case in which any of the powers conferred upon the GMDC shall have become exercisable and the same have not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall be exercisable in the event of any further case of default by the Contractor, the contractor shall be liable to pay compensation amount to the extent of the whole of his Security Deposit and the liability of the Contractor for past and future compensation shall remain unaffected.
- (b) In the event the GMDC exercising the powers vested in it under the aforesaid clause, it may, take possession of all or any tools and equipment, materials and stores lying in or upon the works or the site thereof belonging to the Contractor or procured by him and intended to be used for the execution of the work or any part thereof the same be taken by paying reasonable compensation as decided by Officer-In-Charge, otherwise the Officer-In-Charge may give notice to the Contractor, requiring him/it to remove such tools, equipment, materials or stores from the premises (within a time to be specified in such notice), and in the event of the contractor failing to comply with such requisition the Officer-In-Charge may remove them at the contractor's expenses or sell them by auction and/or private sale on account of the contractor and at his/its risk in all respects without any future notice as to the date, time

or place of sale and the certificate of the Officer-In-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale be final, conclusive and binding on the Contractor.

(42) GMDC NOT LIABLE TO PAY COMPENSATION

The Contractor shall have no claim against the GMDC for any business loss, idle charges, compensation upon failure, delay, omission etc. on the part of the GMDC to carry out any or all the provisions of the contract for any reason whatsoever. The GMDC's decision in the matter shall be final and binding on the Contractor.

(43) NO CLAIM IF WORK ABANDONED OR POSTPONED

The Contractor have no claim, whatsoever against the GMDC if the work or any part thereof covered by the contract is postponed to any later date and/or withdrawn in part in the overall interest of the GMDC or for security or for any other reason/s. The GMDC's decision in this regard shall be final and binding on the Contractor.

(44) NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK

If at any time after the commencement of the work, the company shall for any reason or under instructions of any other statutory authority required not to do the whole work or part thereof as specified in the schedule of work to be carried out, the Officer-In-Charge shall give notice in writing of the fact to the contractor, who shall have no claim to any payment or compensation whatsoever on any account or profit or compensation or advantage/s which he might have derived from the execution of the work in full, but which he did not drive in consequences of the full amount of the work not having been carried out, nor shall have any claim or compensation by reason of any alternations having been made in the original specifications and instructions which shall involve any curtailment of the work as originally contemplated.

(45) COORDINATION AND INSPECTION OF WORK

The Co-ordination and inspection of the day-to-day work under the contract shall be the responsibility of the Officer-In-Charge. The written instruction regarding any particular job will normally be issued by the Officer-In-Charge or his authorized representative. A register shall be maintained by the contractor in which the Officer-In-Charge after inspection shall write the instructions to be issued by the Officer-In-Charge and these will be signed immediately by the Contractor or his authorized representative by way of acknowledgement.

(46) DISCREPANCIES BETWEEN INSTRUCTIONS

Should any discrepancy occur between the various instructions furnished to the Contractor, his agents or staff or any doubt arising as to the meaning of any instructions or should there be any misunderstanding between the Contractor's staff, the Contractor shall refer the matter immediately in writing to the Officer-

In-Charge whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies in any case be admissible.

(49) DAMAGE TO PROPERTY

The contractor including his staff/employees if any, shall be responsible for making good at his cost to the satisfaction of the GMDC any loss or any damage to buildings, structures, equipment, installations, properties etc, belonging to the GMDC or being executed or procured or being procured by the GMDC or of other agencies within the premises of the GMDC, if such losses or damages is due to fault and/or negligence or willful acts, omission, and/or any other reason whatsoever of the contractor and their employees, agents, representative etc.

(50) POWER OF ENTRY

During execution of Contract

- i) Contractor has failed to execute the Contract in conformity with contract document or
- ii) Contractor has substantially suspended work or the works for a continuous period of 15 days without permission from the Officer-In-Charge, or
- iii) Contractor has failed to carry on and execute the works to the satisfaction of the Officer-In-Charge, or
- iv) Contractor has committed or suffered or permitted any other breach of any of the provisions of the contract on his part to be performed, or
- v) Contractor has abandoned the works, or
- vi) Contractor during the continuance of the contract has becomes bankrupt.

Then in any of such events, the GMDC shall have the power to enter upon the works and take possession of the materials, spares, equipment, tools and stocks thereon, and to revoke the Contractor's permission to continue to execute work by his agents. The GMDC shall then be free to take appropriate action against the contractor as per provisions of contract.

(51) POWER TO ORDER SUSPENSION OF WORK

The Company may, from time to time, by direction in writing and without in any way in validating the contract, order the contractor to suspend the work or any part thereof at any time and for such times and for such reasons as he may consider necessary. After such directions to suspend the work, or any part thereof, has been given, the Contractor shall not proceed with the work or part thereof directed to be suspended until he receives a written order from the GMDC to so proceed. In the event of suspension exceeding three days, the GMDC may under the provision of the contract extend the time for completion of work or part thereof by such as it may find reasonable. The decision of the GMDC in the matter shall be final and binding on the Contractor. The Contractor shall not be entitled for any extra payment in case of such suspension. The work of any other part thereof shall not be suspended by the Contractor without prior knowledge and approval of the GMDC. If the

Contractor is compelled to suspend the work or any part thereof he should report to the Officer-In-Charge, furnish the reasons, necessitating such suspension of work, and obtain prior approval. No extension of time shall be granted to the contractor if he proposes to suspend the work or any part thereof on his own. In case such suspension is necessitated for reasons beyond control and period of suspension ad-hoc/advancing payment against the work done. The quantum and mode of payment shall be mutually decided. It will be however, sole discretion of GMDC and will not be available as right of the contractor.

(52) LIENS

If, at any time, there should be any lien or claim for which the GMDC might have become liable and which is chargeable to the Contractor, the GMDC shall have the right to retain out of any payment then due or thereafter to become due and amount sufficient to completely indemnify the GMDC may pay and discharge the same by and payable to the Contractor. If any lien or claim remains unsettled after all payments due to the Contractor are appropriated on the account, the Contractor shall refund or pay to the GMDC all moneys that the later may be compelled to pay in discharging of such lien or claim including all costs and reasonable expenses thereof.

(53) CHANGE IN NAME/ CONSTITUTION

The Contractor shall obtain prior approval in writing from the GMDC before any change is made in the constitution of the firm/company or induction or retirement of any of the partners/directors or change in name of the firm/company. If prior approval as aforesaid is not obtained then the contractor shall be deemed to have acted in contravention of the contract and the contractor shall be responsible for the same. Supplementary Agreement to the effect of change in name/constitution shall be made by the Contractor.

(54) IF THE CONTRACTOR DIES

Without prejudice to any of the rights or remedies under the contract if any of the partners of the Contractor dies, the death of any partner shall not affect the rights of the GMDC. However, the legal heirs of the deceased partner and remaining partners shall continue to remain liable to the GMDC.

(55) COMPLIANCE IN RESPECT OF VARIOUS ACT

(a) The Contractor shall at his own cost, observe, perform and comply with the provisions of the Acts applicable during the execution of the Contract, and Rules/Bye-laws framed there under as applicable to this work and shall maintain such registers and documents, as are required under the various statutes, for production of the same before the GMDC and/or other Statutory Authorities prescribed in this behalf, as and when required. Non-compliance of the provisions/stipulations of the Acts and rules made thereunder including the following will render the Contractor liable to payment of necessary compensation/penalty, as deemed fit by the GMDC.

- (b) It will be the sole responsibility of the Contractor to ensure all sorts of payment to his workers and submission of returns in time, as required by various Statutory Authorities concerned. In case of default by the Contractor in making statutory payments in time, the GMDC reserves the right to deduct necessary amount from the Contractor's bill towards such payment without prejudice to the rights and remedies of the GMDC.
- (c) The Contractor should obtain all requisite licenses as early as possible on award of work and preferably prior to commencement of work so to avoid any breach of law. The provisions Minimum Wages Act 1948 should be kept in view, while detailing matters regarding wages etc. The Compliance of the provisions of this and other applicable acts and rules made thereof has to be ensured by the Contractor at his own cost. Payment of salary and/or any payment to their employees by the contractor shall be done through bank only. If the payment shall not be made through bank then necessary action may be taken in this regard. No deduction shall be made except statutory deduction from the salary of the security personnel without prior permission from GMDC.
- (d) All persons engaged by the Contractor in connection with performance of the contract shall be deemed as his employees for purposes of payment/remuneration employees and no claim shall lie against the GMDC in respect of delay, deduction and non-payment of wages and/or remuneration/compensation by the Contractor to them.
- (e) The contractor shall take all necessary steps and precautions to ensure that his workers and employees engaged for the work under the terms of the contract shall work within the mines in accordance with the provisions of the Mines Act, 1952 and Factories Act, 1948 and Rules and Regulations framed there under and shall also maintain necessary records and registers as required under these provisions and shall be responsible to the Officer-In-Charge in this regard. The contractor shall perform the work under this contract in accordance with all applicable codes, statutory regulations and officering/mining practices.

(56) COMPENSATION AND LIABILITY

- (a) The Contractor at his cost shall effect insurance for all the contractor's employees and persons engaged in the performance of the contract.
- (b) In case of an accident in respect of which Employees' Compensation Act or Motor Vehicle Act, Fatal Accident Act or Mines Act or Factories Act etc applies it shall be lawful for the Officer-In-Charge to retain money out of due and payable amount to the contractor, such sum or sums of money as may in the opinion of the Officer-In-Charge shall be final in regard to all such matters arising under this clause and the Contractor shall be bound by such decisions of the Officer-In-Charge.
- (c) The GMDC shall not be liable for or in respect of any damages or compensation payable as per law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contractor and the Contractor shall indemnify and keep indemnified

the GMDC against all such injury, damages and compensation and against all claims, demands, proceedings, costs, charges and expenses, whatsoever in respect of or in relation thereto.

(57) LIABILITY FOR ACCIDENT TO PERSONS

- (a) Besides the liabilities of the Contractor under the Employees' Compensation Act, Fatal Accident Act, M.V. Act, Mines Act, Factories Act the following shall also apply to the Contractor.
- (b) On the occurrence of any accident resulting in death or bodily injury to a workman employed/engaged by the contractor, the Contractor shall be liable for intimating within 8 (eight) hours of happening of such accident/s in writing to the Officer-In-Charge the fact of such accident, besides taking immediate remedial measures. The Contractor shall indemnify the GMDC, against all claims/compensation Act, Fatal Accident Act, Motor Vehicle Act, Mines Act or Factories Act otherwise to conform to the provisions of the said Act/s in regard to such accident.

(58) NON FULFILMENT OF TERMS & CONDITION AND TERMINATION OF THE CONTRACT

- (a) If the Contractor fails to carry out the work as per terms and conditions of the contract to the satisfaction of the GMDC, GMDC shall be entitled to forfeit the security deposit paid by the Contractor. This however, shall not absolve the Contractor from his obligation to fulfill the contract. In such event, the GMDC shall have a right to complete and / or to get the work completed at the cost & risk of the Contractor and the Contractor shall be responsible to pay such cost incurred by the GMDC to complete the work and / or to get the work completed.
- (b) Likewise, if the Contractor does not fulfill the terms and conditions of the contract and does not carry out the work up to the entire satisfaction of GMDC, GMDC has the right to forthwith terminate the contract at its sole discretion, without assigning any reason, Under such events, the GMDC shall be entitled to forfeit the security deposit paid by the Contractor and the GMDC shall have a right to complete the work and / or to get the work completed at the risk and cost of the Contractor.
- (c) For any reasons, if it is required, the GMDC reserves rights to cancel, terminate, amend and / or alter the contract and / or bifurcate and / or reduce the contract work at any time without giving any notice to the Contractor and without incurring any responsibility. For such reasons, the Contractor is required to execute Supplementary Agreement to that effect.

(59) ARBRITATION

All questions, disputes, differences whatsoever which may at any time arises between the parties to this Tender and subsequent 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 provision of Arbitrations and Conciliation Act, 1996. The venue of the arbitration proceedings shall be at Ahmedabad only.

(60) JURISDRICTION

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

(61) FORCE MAJEURE

1. Force majeure is herein defined as any cause which is beyond the control of the contractor or the GMDC as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:
 - i. natural phenomena such as flood, draughts Cyclone, earthquake and epidemics, declaration of war.
 - ii. Acts of any government, including but not limited to war, declared or undeclared priorities, quantities, embargoes, providing either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such cases.
2. The contractor will advise, in the event of his having resort to this clause by a registered letter duly certified by the statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition. In the event of delay lasting over two months, if arising out of Force Majeure, the contract may be terminated at the discretion of the GMDC.
3. For delay arising out of Force Majeure, the contractor will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of force Majeure and neither company nor he Contractor shall be liable to pay extra costs (like increase in rates, remobilization, advance, idle charges for labour and machinery etc.) provided it is mutually established that the Force Majeure conditions did actually exist.

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

The contractor of the GMDC shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time given though such cause any occur after contractor's performance of his obligations has been delayed for other causes.

(62) SERVICE OF NOTICE ON CONTRACTOR

Any notice hereunder may be served on the Contractor or his/its duly authorized representative at the work site or may be served by registered mail directly to the address furnished by the Contractor. Proof of issue of any such notices shall be conclusive of the fact that the Contractor having been informed of all contents therein. The contractor shall furnish to the GMDC, the name,

designation and addresses of his/its authorized agent at the work site and at Ahmedabad.

(63) SERVICE OF NOTICE AND COMMUNICATION WITH THE GMDC AND PROJECT INCHARGE

1. Notice and communication addressed to the GMDC or the project In-charge as the case may be, shall be deemed to have been duly delivered.
 - a) In the case of the GMDC, if dispatched by registered AD/Speed post to the GMDC;s General Manager at Ahmedabad and copy to authorized representative at the Project In-Charge, and
 - b) In the case of the Officer-In-Charge, if dispatched or left at or posted to the address of his/its authorized representative, in the case of posting on the day on which they would have reached such address in the ordinary course of business, and in other cases on the day on which they were delivered to or left at such address.
2. Notice and communication addressed to the GMDC shall be valid only if duly signed by the Contractor or his duly authorized partner or his principal officer acting for him on his behalf.

(64) TERMINATION

In the event of services rendered by the contractor being found unsatisfactory, the contract is liable to be terminated by giving 90 days notice and in such event security deposit shall be forfeited. The decision of the GMDC in this regard shall be final and binding to the contractor.

(65) APPLICABILITY

These terms and conditions are in addition to the General terms & conditions specified in earlier Sections of this tender document. These special terms & conditions as detailed in this section in the following clauses shall prevail upon the General terms & conditions, should there be any discrepancy or conflict or contradiction between the two.

Special Instruction for the Bidder

(66) BRIEF DESCRIPTION OF PLACE & WORK

- (I) Total 14 locations of GMDC's divided in four zones across the Gujarat.
- (II) The bidder must get themselves fully acquainted with the description and volume of the work, location, distance & time required to cover the distance etc. before quoting of their rates. Tenders received shall be deemed to have been submitted after fully acquainting themselves of all the factors, road condition and other peculiar conditions of the work under the contract. The bidder shall not be allowed to and are not entitled to raise any dispute/objection what so ever or to raise any claim of damage/compensation with regard to the road conditions, timings, stoppage, route volume of work etc, at any stage/time and/or that the workers employed by him demanding higher rates of wages and that the cost of operation has gone up for any reason/ground what-so-ever.

(67) PREQUALIFICATION CRITERIA

- (1) The tenders shall be pre-qualified on the basis of the following criteria:
 - (a) The bidder should have any of the following type of work order of atleast one year for providing Security Personnel to Government/Semi Government / Municipality / Corporation/Private Company in the last seven years ending on 31.03.2018. Certified copy of the same shall be submitted.
 - (i) 3 Similar works costing not less than 40 % of the estimated contract value i.e. 40% of Rs. 13 Crore.
 - (ii) 2 Similar works costing not less than 50 % of the estimated contract value i.e. 50% of Rs. 13 Crore.
 - (iii) 1 Similar works costing not less than 80 % of the estimated contract value i.e. 80% of Rs. 13 Crore.
 - (b) Bidder shall submit Audited Balance Sheet for the last three financial years i.e. 2014-15, 2015-16 & 2016-17 and a copy of I.T. Return. The bidder shall have average turnover of 30 % of the estimated contract value for the last three years ended on 31/03/2017. The estimated contract value is mentioned above. The Balance Sheet should be audited by a chartered accountant and Membership Number of the chartered accountant shall be affixed on the balance sheet.
 - (c) The bidder should possess valid license issued by controlling authority, Govt. of Gujarat to run the business of private contractor in the state of Gujarat.

Tender is to be submitted online at <https://www.nprocure.com> in electronic form as prescribed in the tender form. Tender fees & processing fees will not be refunded in any case.

- (2) The Bidder should go through the website <https://www.nprocure.com> in and the link "help for contractors", "information about DSC, FAQ's and

bidders manual Kit” to know the process for submitting the electronic bids at website. The complete bid document has been published on the website <https://www.nprocure.com> for the purpose of downloading.

- (3) The uploaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of tender document and EMD shall be reached to the office of undersigned on or before the time specified for online submission of techno-commercial part of tender.
- (4) The tender shall be pre-qualified on the basis of documents uploaded along with Techno-commercial bid in support of above. The decision of the GMDC will be final and binding in this regard. The financial bid of only those bidders shall be opened who qualify in technical bid as per the above criteria & only qualified bidders will be informed about price bid opening.
- (5) The bidder who have earlier been awarded contract by the GMDC for any job and which they have abandoned or the contract has been terminated by the GMDC for breach of conditions shall not be eligible to participate in this tender.
- (6) The GMDC shall not be responsible for any postal delay or loss of offer. Offers send by any other mode other than prescribes shall not be accepted. All communications/correspondences/documents including the bid document should be physically signed, stamped on each pate before uploading and also signed digitally by the designated authorized representative of the bidder.
- (7) The GMDC reserve the right to accept or reject any or all offers without assigning any reason. Also the GMDC does not bind itself to accept the lowest price offer. The GMDC shall not be responsible for any postal delay or loss of offer. Offer send by Fax/Telex/E-mail shall not be accepted.

(68) DEPLOYMENT OF SECURITY PERSONNEL’S

- (a) In order to provide security services, the contractor on award of work shall provide the required number of security personnel’s after submitting necessary details like address proof, age proof, educational qualification etc, at the various nodal points. Further contractor will not allow to change the security personnel’s without prior permission of Officer-In-Charge.
- (b) Bidder should submit an undertaking on non-judicial stamp paper that required number of personnel as mentioned above shall be deployed for work within (15) fifteen days from the date of issue of LOA.

(69) DETAILS TO BE FURNISHED AT THE TIME OF COMMENCEMENT OF WORK

Following details are required to be furnished by the Contractor to the Officer In-Charge at the time of commencement of work at projects;

- i) Attested copy of Letter of Acceptance/work order and completion certificate for the work.
- ii) Details of the personnel proposed to be engaged for execution of the work alongwith certificates of their qualification and experience and age.

(70) REPORTS

The contractor shall furnish the daily statement of attendance of the security personnel's deployed by him in the form of report(s), in the format prescribed by the Officer-In-Charge, on daily basis and/or at specified intervals by the GMDC, to the Officer-In-Charge or to his authorized representative.

(71) SCOPE OF WORK

Security services will be required to be provided at the following places.

Name of Zone	Sr. No.	Name of Project	Controlling Authority for determining statutory liability	Ex.Men With Arm	Ex. Men Without Arm	Guards	Security Supervisor	Total
Zone-1	1	Panandhro	Central L.C.	3	1	115	3	122
	2	Mata no Madh	Central L.C.	0	0	177	4	181
Zone-2	3	ATPS	State L.C.	1	0	107	3	111
	4	Umarsar	Central L.C.	1	3	96	3	103
	5	Gadhsisa	Central L.C.	7	5	110	7	129
	6	Mandvi-Maska	State L.C.	0	0	19	0	19
Zone-3	7	Rajparadi	Central L.C.	3	0	96	6	105
	8	Tadkeshwar	Central L.C.	0	3	110	4	117
	9	Shivrajpur	Central L.C.	0	0	60	3	63
	10	Kadipani	State L.C.	2	2	39	3	46
Zone-4	11	Bhatia	Central L.C.	3	0	31	3	37
	12	Bhavnagar (B)	Central L.C.	1	1	124	4	130
	13	Corporate Office (A)	State L.C.	2	0	24	3	29
	14	Ambaji	Central L.C.	0	0	30	3	33
Total				23	15	1138	49	1225

The contractor shall deploy the required number of security personnel's as mentioned hereinabove. However GMDC shall have exclusive right to increase and/or decrease the number of Security Personnel as per its requirement.

Security Services will include:-

- (i) Providing Security guards at &around GMDC's Mines, plant and the residential colonies situated at various projects.
- (ii) Security of assets of GMDC against theft pilferage and misappropriation.
- (iii) To keep strict watch and ward and vigilance of properties of GMDC i.e. building and materials, machinery etc. kept within the premises.

- (iv) The security personnel will guard the entry and exit in the office premise/Mines and also prevent theft and pilferage of property at the posting places of posting.
- (v) The security guards will keep away stray animals from the office/colony/sites etc. They will also switch off light, fans coolers, Air Conditioners etc. after office hours and issue the Visitors Slip and collect back the same from them, duly signed by the concerned, on their departure.
- (vi) Any other security arrangement and duties assigned from time to time by the GMDC.
- (vii) The Security guards shall not allow any outsider or employee to stay/sleep in office premises/mines in the night and will maintain good status. The security person while on duty should not be found in intoxicated condition. Smoking by them is also not allowed in the premises/duty places.
- (viii) Full uniform, lathi, torch & torch cell shall be provided by the contractor from time to time as per the norms prescribed for the Gujarat Police.
- (ix) The contractor shall provide security personnel round the clock including weekly day of rest/leave and paid holidays.

(72) SPECIAL CONDITIONS

(1) Maintenance of Registers and Records:

The contractor shall be required to maintain following registers which should be available at duty place/room at all times for inspection:

- a) Incoming & outgoing of Guests/visitors and vehicle register
- b) Register of contract Labours, shop keeper's etc. working inside the premises/mines/other places in the prescribed format as well as checking of bus passes as and when asked to do so.
- c) Attendance and wages registers for all guards engaged under the contract.
- d) Any other records and registers required under applicable act to the contractor.
- e) Any other registers as required by Management.

(2) Eligibility of Security Personnel:

- a) The Employees deployed by the contractor should be with smart turn out,, physique, mentally alert and should able to read and write in Gujarati/Hindi. The age of security guards offered to be deployed should not be less than 18 years and should not exceed 58 years. Proof of age certificate is to be enclosed before deployment of each person. The Contractor shall abide by the provisions of Private Security Agency Act 2005 & rules made thereupon for the purpose of appointing security personnel under this tender.
- b) The Employees deployed by the contractor should wear neat & tidy full uniform to be supplied by the agency along with name of security personnel on pocket and shoulder badge.

- c) The contractor's supervisor/officer shall be required to keep liaison with local police authorities. In case of theft/sabotage etc, in the area of supervision the security personnel must put all efforts to catch the culprit and to lodge complaints with police authorities in such instances and take follow up action for recovery of lost material/equipment etc also to assist local police authorities for the same. In case of any damage, loss, theft etc, due to lapse of security, the cost shall be recovered from the contractor.
- d) The Employees deployed by the contractor should be adequately trained with such weapons, as may be required, in fire fighting, first aid and fully conversant with use and proper maintenance of such tools/equipments. The Contractor should possess a valid license for the same.
- e) Before deployment of each security personnel, it will be obligatory on the part of agency to obtain all necessary clearances/permission/license from the concerned authorities as required from time to time and submit to us for our record.

(73) INSURANCE

Under the insurance scheme the contractor shall be required to get comprehensive insurance plan. Insurance Policy for all the security guards insured by Insurance Company to meet the liability arising out of Employees' Compensation Act shall be taken by the contractor. Copy of insurance policy must be submitted to GMDC for record. No amount shall be reimbursed by the GMDC on this account.

(74) SPECIAL CONDITIONS OF CONTRACTOR

- a) The personnel deployed by the Contractor shall be removed immediately if the company considers such removal necessary on any grounds. The contractor shall also immediately remove personnel who is found not to be discharging his duties correctly or is of doubtful character and shall replace him with substitute either on its own or on the demand of GMDC. In case of removal of such personnel no claim shall be maintainable against the GMDC.
- b) If the GMDC incurs any expenses on any liability on the in connection with the deployment of the contractor the same shall be recovered from the bills of contractor.
- c) The contractor shall ensure that the employees deployed by him are disciplined and do not participate in any activity prejudicial to the interest of the GMDC/Govt. of India/ Govt. of Gujarat or any state or union territory.
- d) The responsibility of taking appropriate security measure shall be entirely of the Contractor. The GMDC will be entitled for the

compensation against the contractor in case it is established that the theft of loss or damage has been caused due to the negligence of the contractor or any of its employees.

- e) The GMDC shall not provide any residential space for accommodation to contractor.
- f) The GMDC shall identify the requirement of personnel to be deployed by the Contractor at various nodal points. However the tentative requirement based on past experience is as under:-

Name of Zone	Sr. No.	Name of Project	Controlling Authority for determining statutory liability	Ex. With Arm	Ex. Without Arm	Guards	Security Supervisor	Total
Zone-1	1	Panandhro	Central L.C.	3	1	115	3	122
	2	Mata no Madh	Central L.C.	0	0	177	4	181
Zone-2	3	ATPS	State L.C.	1	0	107	3	111
	4	Umarsar	Central L.C.	1	3	96	3	103
	5	Gadhsisa	Central L.C.	7	5	110	7	129
	6	Mandvi-Maska	State L.C.	0	0	19	0	19
Zone-3	7	Rajparadi	Central L.C.	3	0	96	6	105
	8	Tadkeshwar	Central L.C.	0	3	110	4	117
	9	Shivrajpur	Central L.C.	0	0	60	3	63
	10	Kadipani	State L.C.	2	2	39	3	46
Zone-4	11	Bhatia	Central L.C.	3	0	31	3	37
	12	Bhavnagar (B)	Central L.C.	1	1	124	4	130
	13	Corporate Office (A)	State L.C.	2	0	24	3	29
	14	Ambaji	Central L.C.	0	0	30	3	33
Total				23	15	1138	49	1225

The GMDC reserves the right to increase or decrease the quantities as specified above.

For Example:

Presently Minimum wages as on 01/04/2018 under State & Central are as follows:

Sr. No.	Security Personnel	State Labour Com. Minimum Wages (Category Zone-2 has been taken for example)	Central Labour Com. Minimum Wages (Category C has been taken for example)
1	Ex. men with Arm	284+36.20+150=470.20	579+33+150=762
2	Ex. Men Without Arm	284+36.20+100=420.20	494+28+100=622
3	Guards	268+36.2=304.20	494+28=522
4	Security Supervisor	284+36.20+32(10%)=352.2	494+28+52(10%)=574

- g) The contractor shall take into consideration minimum wages alongwith all levies and statutory taxes while quoting their rates.
- h) The person employed by the contractor for the security of GMDC will be the employees of the contractor and the GMDC shall have nothing to do with their employment or non-employment. Under no circumstances any liability in respect of matters connected with their employment shall be held against the GMDC and the security personnel employed by the contractor shall have no right whatsoever to claim employment or other right from GMDC.
- i) The security staff employed by the contractor will not join any union of the GMDC nor shall they make any claim on service or other matter. They shall also not form any union associated with the GMDC and shall have absolutely no claim to subscribe or for election in any of the unions of the GMDC.
- j) The contractor shall be responsible for all injuries and accidents to persons employed by them and in no circumstances GMDC will lives possible to compensation them under E.C. Act.
- k) None of the employees of the contractor shall enter into any kind of private work within or outside the premises of GMDC. Non-compliance with this provision will be deemed to be violation of contract inviting penal action.
- l) The contractor shall maintain record of major/minor incidents on daily basis and report the same to the EIC/or any other authorized person in this regard.

(75) PERIOD OF CONTRACT

- (1) Period of contract: The contract for providing security guards shall be for a period of Two years commencing from the date specified in the DLOA/LOA. However the period of contract shall be extended for a period of one year if the performance of the contractor is found satisfactory to the GMDC.
- (2) The contractor shall have to execute the work for the contract period from the date of issue of LOA/acceptance of the tender to the entire satisfaction of the GMDC in conformity with all the terms and conditions of the contract and instruction/s of the GMDC and/or Officer-In-Charge may from time to time give to the contractor.
- (3) The contractor shall depute the required security personnel immediately within this mobilization period.
- (4) However, the GMDC reserves the right of termination of contract at any time without assigning any reason by giving a notice of ninety days. Such termination shall not entitle the contractor for any claim whatsoever.

(76) WORKING HOURS

The work shall be carried out during such hours and as per such time schedules in conformity with all the terms and conditions of the contract and as may be directed by the GMDC from time to time.

(77) LIQUIDATED DAMAGES FOR FAILURE TO COMMENCE THE WORK AND/OR DELAYED OPERATION

- (a) If the Contractor fails to commence the work within 15 days from the date of issuance of LOA/DLOA, a liquidated damages @ Rs.15, 000/- per day shall be leviable, for a maximum period of 20 days. If the Contractor 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 and take action stipulated under tender document.
- (b) Under any circumstances, the contractor shall have to deploy required security personnel as per GMDC's requirement. If the required security personnel are not engaged in totality even after three months from the date of work order and/or during the currency of contract, liquidated damages @ Rs 50 per day per security personnel shall be leviable.
- (c) In event of unsatisfactory work execution and/or non execution of work, over and above the liquidated damages on failure to commence the work and/or delayed operation, the GMDC may at its sole discretion get the work executed from any other agency at the risk and cost of the contractor. In such event, the GMDC shall be entitled to recover from the contractor the full difference of cost of making such alternative arrangements and/or forfeit the whole or such portion of the security deposit as it may consider fit.

(78) RIGHT TO REIVEW PERFORMANCE

- (a) The GMDC reserves the right to review and asses the performance of the work at any time during the contract period. In case of poor or unsatisfactory performance and/or breach of any terms and conditions of the contract, the GMDC in its absolute rights and discretion may take appropriate action including termination of the contract.
- (b) The GMDC shall have absolute right to determine and ascertain the damages or losses suffered by it due to poor performance or breach of the terms and recover the costs thereof from contractor from the security deposit or any sum due to the contractor from the GMDC. The GMDC shall also have absolute right to get the work done from any other agency at the risk and cost of the Contractor, in case the contractor fails to perform the work satisfactorily.

(79) RISK & COST

In the event of failure on the part of the Contractor to deploy personnel's as per time schedule and required in this behalf by the GMDC from time to time on

any particular day or on any particular shift, the GMDC shall be entitled to engage/hire/deploy other agencies at the RISK & COST of the contractor. The amount of such expense/damages shall be adjusted by the GMDC from the monthly bills of the contractor and any other amount payable to the contractor under this contract. The GMDC shall have full right to forfeit the whole security deposit and payment of other pending bills payable to the contractor for non-fulfillment of the contractual obligations.

Payment to the Contractor

(80) CONTRACTOR REMUNERATION

- (i) The remuneration paid by the GMDC to the Contractor for the whole of the work to be done and for the performance of all the obligations undertaken by the Contractor under the contract documents shall be ascertained by the application of the respective quoted rates and payments to be made accordingly for the work actually executed and approved by the Officer-In-Charge. The sum as ascertained shall constitute the admissible remuneration of the Contractor under the contract and no further or other whatsoever payment except 4% payment half yearly basis against Uniform lathis. etc, shall be or become due or payable to the Contractor under the contract.
- (ii) Without in any way limiting the provisions of the proceeding sub-clause, the schedule of rates or rate of remuneration shall be deemed to include and cover the cost of all inputs for the works or otherwise, also all rents and other payments for the works, all equipment, temporary works, materials, labour, insurance, fuel, stores and appliances to be supplied/deployed by the contractor and all other matters in connection with each item of work and the execution of the work or any portion thereof finished complete in every respect and maintained as shown or described in the contract documents.
- (iii) The rate of remuneration shall be deemed to include and cover the risk of all possibilities of delay and interference with the Contractor's conduct or work which occur from any cause including orders of the GMDC in the exercise of his/its powers and on account of extension of time granted due to various reasons and for all other possible or probable cause of delay/s in execution of theses work by the GMDC. The contractor shall not be entitled to raise any claim on account of any other ground whatsoever during the currency of this contract.
- (iv) The agreed rates shall be on the 'firm price' basis during pendency of the contract and the Contractor shall not be eligible for any escalation whatsoever in nature. However the escalation in minimum wages shall be paid from time to time as per the revision made by the statutory Authority. The rates are inclusive of salary of staff, insurance, duties, levies, taxes excluding Goods & Service Tax. It is expressly agreed and understood that the contractor shall not be entitled to raise any claim on account of any other ground whatsoever during the currency of this contract.

- (v) The rates quoted by the bidder shall be inclusive of all applicable taxes except Goods and Service Tax, on security service.
- (vi) Any variation in the rate/nature of tax subsequent to submission of tender shall be reimburse to/recover from the contractor on submission of documentary evidences in this regard.
- (vii) Income Tax (TDS): TDS as per rules shall be deducted at source towards income tax and necessary certificate shall be furnished to the contractor.

(81) TERMS OF PAYMENT

(1) GMDC would make the following payment to the Successful Bidder

Sr. No.	Category of security personnel	Price component to be paid to the Successful Bidder	Rate of payment	Remarks
1	Guard	(1)Basic wages plus Variable Dearness allowance (VDA) as per notification issued by Office of Regional Labour commissioner (Central), Ministry of labour & employment, Govt. of India and/or Labour Commissioner (state) whichever is applicable declared from time to time. 2) Administrative Charge. 3) Provident Fund will be paid as per applicable rate on basic plus VDA. (Employer's contribution only) The PF will be reimbursed to the agency against proof of depositing the same with RPFC office along with in the name and number of each guard. 4) Goods & Service Tax on (1) + (2) at the applicable rate against proof of payment deposit. The service tax would have to be deposited project wise/ HO...	As per area of deployment the minimum wages would be paid would be paid mentioned as per existing Labour Commissioner's rate.	The project Wise minimum Wage category has been Mentioned as per existing Labour Commissioner's rate. Service Charge will be paid as per Price bid Submitted on line and finalized by GMDC
2	Ex Servicemen (With arms and without arms)	(1)Basic wages plus Variable Dearness allowance (VDA) as per notification issued by Office of Regional Labour commissioner (Central),Ministry of labour & As per area of deployment the minimum wages The project wise minimum wage	As per area of deployment the minimum wages would be paid would be paid mentioned as per existing Labour	The project Wise minimum Wage category has been Mentioned as per existing Labour Commissioner's

		<p>category has been employment, Govt. of India declared from time to time.</p> <p>2) Administrative Charge.</p> <p>3) Provident Fund will be paid as per applicable rate on basic plus VDA.(Employer's contribution only) The PF will be reimbursed to the agency against proof of depositing the same with RPFC office in the name of each guard.</p> <p>4) Goods & Service Tax on (1)+(2) at the applicable rate against deposit proof. The service tax would have to be deposited project wise/ HO. with details.</p> <p>5) Additional Rs.150/- per Ex-Serviceman with Arm and Rs.100/- per Ex-Serviceman without arm per duty will be paid by GMDC.</p>	Commissioner's rate.	rate. Service Charge will be paid as per Price bid submitted on line and finalized by GMDC
3	Security Supervisor/ Co-ordinator	<p>(1)Basic wages plus Variable Dearness allowance (VDA) as per notification issued by Office of Regional Labour commissioner (Central), Ministry of labour & employment, Govt. of India and/or Labour Commissioner (state) whichever is applicable declared from time to time.</p> <p>2) Administrative Charge.</p> <p>3) Provident Fund will be paid as per applicable rate on basic plus VDA. (Employer's contribution only) The PF will be reimbursed to the agency against proof of depositing the same with RPFC office along with in the name and number of each guard.</p> <p>4) Goods & Service Tax on (1) + (2) at the applicable rate against proof of payment deposit. The service tax would have to be deposited project wise/ HO...</p> <p>5) Additional 10% on Basic wages + VDA as per notification</p>	As per area of deployment the minimum wages would be paid would be paid mentioned as per existing Labour Commissioner's rate.	The project Wise minimum Wage category has been Mentioned as per existing Labour Commissioner's rate. Service Charge will be paid as per Price bid Submitted on line and finalized by GMDC

		issued by Controlling Authority declared from time to time.		
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- (2) The payment for services under the agreement shall be made on monthly basis. For the payment purpose, the contractor shall raise the bill on monthly basis to receive its remuneration from the GMDC and the bills shall be duly verified by the Officer-In—Charge. The rates as accepted by GMDC shall only be considered for billing purpose.
- (3) The Contractor is required to submit the invoice on or before 7th Day of every month and upon submitting the bill duly verified by the Officer-In-Charge for the work done, is entitled to receive a monthly payment within a period of fifteen days after submission of the bill. This payment will be made after making necessary deductions as stipulated elsewhere in the contract. The GMDC shall deduct Income Tax at source at prevailing rate from the bills of the contractor. Other statutory taxes shall also be deducted from the bills as applicable from time to time. The entire payment of invoice shall be made from respective project offices.
- (4) The GMDC shall make payment due to the contractor by RTGS/NEFT/Online transfer/Crossed Account Payee Cheque.

(82) CLOSING OF THE CONTRACT

On completion of the work, the Contractor shall submit his/its last monthly bill as final bill. The last & final bill along with following documents and any other document/information etc. as required by the officer-In-Charge for his satisfaction are required to be submitted to the Officer-In-Charge.

- i) Month-wise details of work executed by the contractor.
- ii) A Certificate to the effect that no outstanding claims/payments are due to the persons employed by the Contractor or his subcontractor.
- iii) No claim certificate by the contractor, in favour of GMDC that No claim has been due of whatsoever nature or description towards the GMDC and he will not claim any dues after the closure of the contract.
- iv) Indemnification Bond on Rs.100/- Non Judicial stamp paper.

UNDERTAKING

I/we have carefully gone through & fully understood all above special terms and conditions dealt in various chapters of this section of tender spelt out in various chapters, clauses, sub-clauses etc. and these are acceptable to we/us.

For and on behalf of the Bidder
(Authorized Signatory) Seal & Date

TECHNO COMMERCIAL OFFER
GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED
(A Government of Gujarat Enterprise)
Ahmedabad

General Information about the Bidder

Name and address of Bidder			
Name of Contact Person with Phone/Fax No./E-Mail			
Whether Individual , Firm or Company			
Date of Incorporation (Enclosed Partnership Deed/Certificate of incorporation)			
Name of Partner/Director			
Turnover (in Rupees)	2014-15	2015-16	2016-17
Name & Address of Banker(s)			
PAN No.			
Goods & Service Tax Registration No.			
PF Account No.			
If bidder is in any other business also please specify			
Status of registration under MSMED (Micro, Small and Medium Enterprises Development Act, 2006) Act along with copy of certificate			
Others (Specify)			
Bank Details of RTGS Complete Bank Account No. 1. IFSC/NEFT Code of Branch 2. Name of Bank & Branch			

(Signature of Bidder with Seal)

PART – 1 (Technical Bid)**NIT No. :GMDC/HR/SECURITY-TENDER/MAY-2018 Dated 11.05.2018**

Prequalifying Criteria – (Turnover):

Year	Turnover (Attested copy of Profit & Loss Balance Sheets of last three financial years & other appropriate proof i.e. Form-16 are enclosed.)
2014-15	
2015-16	
2016-17	

(Signature of Bidder with Seal)

EXCEPTIONS AND DEVIATIONTender No.: **GMDC/HR/SECURITY-TENDER/MAY-2018 Dated 11.05.2018**

Name of the Bidder/Contractor _____

Bidder may stipulate here exception and deviation to the tender conditions, if considered unavoidable.

No.	Page No. of tender document	Clause No. of tender documents	Subject	Deviation

(Signature of Bidder with Seal)

FORM 'D'
PROROMA FOR PRICE BID QUOTE

This part of tender should contain the 'PRICE BID' only and should be submitted online only. The Price Bid should be submitted, strictly in Performa as given below:

Tender No. GMDC/HR/SECURITY-TENDER/MAY-2018 Dated 11.05.2018

Name of Bidder _____

Sr No.	Rate of service charges to be quoted on % basis on Basic plus VDA of the Guard/Ex-Serviceman/Coordinator/Security Supervisor	
A	B	C
	In Percentage	In words

Note:-

1. While quoting the rates, applicable Minimum Wages as per the Minimum Wages Act should be taken in to consideration. The prospective bidders are required to quote the rate towards admin charge only. If the Percentage towards admin charge quoted by the prospective bidders found zero percentage than the bid submitted by the said prospective bidder will be out rightly rejected. The escalation in minimum wages shall be paid from time to time as per the revision made by the Statutory Authority.
2. While deciding qualification of prospective bidders, the percentage (%) quoted for admin charge alongwith eligibility criteria as mentioned hereinabove shall be taken in to consideration. GMDC shall have exclusive rights in deciding qualification of bidder and no claim whatsoever in nature shall be entertained by GMDC.
3. Rates towards admin Charge must be entered in Percentage
4. The Percentage rate towards admin charge quoted by the bidder shall be inclusive of all taxes, duties & levies excluding GST, Provident Fund, EDLI and Employee State Insurance (ESIC).
5. All incidental or contingent works required for performance of work as above shall be done by the bidder at its cost & expense and it would not quality for extra payment.

Dated: _____

Place: _____

(Authorized Signatory)

Name of the Designation/Relationship of the Authorized Signatory with the bidder.

AFFADAVIT

(On non Judicial Stamp Paper worth Rs. 20/-)

IS/o Shri
..... Aged..... Years, resident of
.....
..... on behalf of the tenderer i.e. M/s
..... Hereby

undertake oath and state as under:-

- 1) That I have submitted a tender for
.....
.....
- 2) That I/We have gone through the terms and conditions of the tender document.
- 3) That the provisions of Employees Provident Fund Miscellaneous provision Act, 1952 including subsequent amendments & notifications, in respect of the employees engaged for the work, are not applicable on me/us (i.e. bidder/contractor)
- 4) That in case during the currency of the contract, I/We come under the purview of Employees Provident Fund and Miscellaneous Provisions Act, 1952 including subsequent amendments & notifications, then I/We will get myself/ourselves registered with the concerned PF Commissioner.

Deponent
(Authorized Signatory)

VERIFICATION

I/We the above deponent make oath and state that my above statement is true and correct to my persons; knowledge that no part of it is wrong, that nothing material has been concealed so help me God.

Deponent
(Authorized Signatory)