



Gujarat Mineral Development Corporation Limited

Invitation for E-Tender: **GMDC-WIND-FC & Sch.-45-2022-23**

E-tender is invited for Providing services of Forecasting, Scheduling, Metering and energy accounting for GMDC's Wind Power Projects according to guideline of GERC/CERC regulations & any Amendments /alterations / modification / replacements thereto at GMDC's various wind site Located in Gujarat State. Prospective bidders may please download the Tender Document of e-Tender: GMDC-WIND-FC & Sch.-45-2022-23 from website <https://gmdc.nprocure.com>& www.gmdcltd.com

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

CIN: L14100GJ1963SGC001206, GST: 24AAACG7987P1ZT

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TENDER NOTICE

GMDC-WIND-FC & Sch.-45-2022-23

Brief Description of work	Providing services of Forecasting, scheduling, Metering and energy accounting for GMDC's Wind Power Projects according to guideline of GERC/CERC regulations 1 of 2019 & any Amendments /alterations /modification / replacements thereto for 150.9 MW.
Period of contract	1 Year from the date of receipt of Work order / LOI
Estimated Contract Value	Approximately Rs.15,00,000.00 (Rupees Fifteen Lacs Only) Excluding GST.
Availability of TENDER	Tender shall be floated on the GMDC website (www.gmdcltd.com) and nprocure portal (https://gmdc.nprocure.com). Bids shall be required to be submitted online on the nprocure portal (https://gmdc.nprocure.com).
EMD (Earnest Money Deposit)	Rs.45000/-(Rupees Forty Five Thousand only) in any one of following form <ul style="list-style-type: none">➤ DD in favour of GMDC Ltd. Payable at Ahmedabad.➤ Fixed Deposit from Banks approved by Govt. Of Gujarat (except Co-operative Bank) duly pledged in favour of GMDC for a period of not less than 6 (six) months from the last date of submission of bid and shall be renewed from time to time in case of requirement.➤ Bank Guarantee issued by banks approved by Govt. Of Gujarat from time to time (except Co-Operative bank) in the form and manner acceptable to GMDC (Govt. GR is annexed at Annexure-B for approved bank). It should be valid for a period of not less than 6 (six) months from the last date of submission of bid.➤ Digital Mode, Please note if payment is made through Digital Mode kindly submit the receipt of the same along with tender documents. RTGS details for payment (Annexure-B) ICICI Bank, Ahmedabad Branch, Ahmedabad Account Number: 002405019379➤ IFSC: ICIC0000024 <p><i>Relaxation in terms of submission of Tender shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of TENDER.</i></p>



Tender Processing Fee	<p>Rs 1500 plus GST @18% aggregating to Rs. 1770/-(Rupees One Thousand Seven Hundred Seventy Only) payable by Demand Draft /FD/ BG drawn in favor of “GMDC Ltd.” payable at Ahmedabad.</p> <p><i>Relaxation in terms of submission of Tender Processing Fee shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of TENDER.</i></p>
Bid Validity Period	120 days from the date of opening of the preliminary bid, which shall be deemed extended unconditionally for further period of 120 days, if GMDC requires it.
Commencement of Tender	From Dt. 06/06/2022
Last date of submission of bid through online	28/06/2022 Up to 18.00 Hrs. on https://gmdc.nprocure.com only.
Last date of submission of physical documents i.e. EMD, TENDER Fee etc.	28/06/2022 up to 18.00 Hrs. at Corporate office, Ahmedabad.
Date and time for online opening of preliminary bid.	29/06/2022 at 11.00 Hrs.
General and Important Terms and Conditions	<ol style="list-style-type: none">1. GMDC reserves absolute right/discretion to accept and/or reject any or all the Tenders received or invite fresh bid at any stage or split the work between more than one Bidders as the case may be.2. The Bidders are required to quote the rate strictly as per the terms and conditions mentioned in the TENDER document. Conditional TENDER shall not be entertained and will be rejected summarily without assigning any reasons, whatsoever.3. GMDC may issue amendments/corrigendum in the Tender documents, schedule, forms etc. at any time during the period between publication of notice and submission of bids of the TENDER on website. The Bidders in their own interest are advised to visit the website regularly till the last date of submission of the bid. No separate newspaper advertisement will be released for amendments/corrigendum.4. GMDC reserves the rights to modify or alter any Condition of the tender.5. The Bidders are advised to submit their price bid online on https://www.gmdc.nprocure.com only. Physical price bid shall not be accepted and shall be rejected summarily without assigning any reasons, whatsoever.6. Failure to submit bid online in stipulated time due to any reason whatsoever by any Bidder shall result in disqualification of bid. In

such circumstances, bid submitted physically along with supporting documents, TENDER processing fees, EMD amount etc. shall not be considered as bid submitted and the same will be returned back to the Bidder without opening the same. GMDC reserves the right to take suitable decision in this regard.

1. Purpose of the Document

The Tender Document floated by GMDC (Gujarat Mineral Development Corporation Limited, A Government of Gujarat Enterprise) is invited for Providing services of Forecasting, Scheduling, Metering and energy accounting for GMDC's Wind Power Projects according to guideline of GERC/CERC regulations & any Amendments /alterations / modification / replacements thereto at GMDC's our various wind site Located in Gujarat State.

2. About GMDC

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

3. Location of works

Total 150.9 MW Various Wind site of the Gujarat as under:-

Sr.	Name	Location	Sub Station	Installed Capacity of S/S in MW	Installed Capacity of GMDC in MW
1	MALIYA MIYANA	At. Village: MaliyaMiyana, Dist.Rajkot	132 KV VARSAMEDI	119.70	19.5
2	JODIYA	village :Jodiya, Dist.Jamnagar	66 KV BALAMBHA	33	33
3	GORSER	At village : Gorsar, Dist.Porbandar	66 KV GORSA	25.5	7.5
4	VASAI-VARVALA	At.village: Vasai-Varvala, Dist.DevbhumiDwarka	66 KV VASAI-ELECON	30.75	19.5
5	BADA(SUTHRI)	At. Village:	220 KV	288.800	21

		Bada(Suthri), Dist.Kutch	SUTHRI (SUZLON)		
6	BHANVAD	village :Bhanvad, Dist.Jamnagar	132 KV MOTA GUNDA (SUZLON)	119.7	50.4
Total capacity of GMDC in MW					150.9

4. General Instructions to bidder

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

4.1 Cost of Bidding

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

4.2 Due Diligence

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

4.3 Clarification of Bidding Documents

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

4.4 Amendment of TENDER Document

At any time before the deadline for submission of bids, GMDC LTD may modify the TENDER Document for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the TENDER Document by amending, modifying and/or supplementing the same. Any amendments/modifications in the TENDER document would be displayed on GMDC Web Site and all such amendments shall be binding on the Bidder without any further act or deed on GMDC LTD part. In the event of any amendment, GMDC LTD reserves the right to extend the deadline for the submission of the bids, in order to

allow prospective Bidder reasonable time in which to take the amendment into account while preparing their bids. GMDC LTD may at its sole discretion, extend this deadline for submission of bids by amending the bid documents.

4.5 Contact Details

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

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

4.6 Language of Bid

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

4.7 Late Bids

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

4.8 Right to Accept Proposal

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

4.9 Period of Validity of Bids

Bids shall remain valid for 180 days after the date of bid opening prescribed by GMDC LTD, pursuant to the TENDER schedule mentioned in this document. In exceptional circumstances, GMDC LTD. may solicit the Bidder's consent to an extension of the period of validity. The

request and the response thereto shall be made in writing. Extension of validity period by the Bidder shall be unconditional.

4.10 Sub Contract

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

4.11 Consortium / Joint Venture

Consortium / Joint Venture are not allowed.

4.12 Change in Law

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

4.13 Interpretation

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

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

4.15 The Successful bidder shall not change the constitution of the firm/name during the currency of the contract without prior approval of GMDC. Upon such change in constitution and/or name, Supplementary agreement to that effect shall be executed and if the SD is submitted in form of BG/FD than fresh BG in the name and/or constitution shall be submitted failing which necessary action as deemed fit by GMDC shall be taken.

5. Earnest Money Deposit

A non-interest bearing Earnest Money Deposit of Rs. 45000/- (Rupees Forty Five Thousand only) in any one of following form

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

OR

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

OR

- Bank Guarantee issued by banks approved by Govt. Of Gujarat from time to time (except Co-Operative bank) in the form and manner acceptable to GMDC (Govt. GR is annexed at annexure “B” for approved bank). It should be valid for a period of not less than 6 (six) months from the last date of submission of bid.
- Digital Mode, Please note if payment is made through Digital Mode kindly submit the receipt of the same along with the tender documents. RTGS details for payment (Annexure-B) ICICI Bank, Ahmedabad Branch, Ahmedabad Account Number: 002405019379
IFSC: ICIC0000024

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

6. TENDER Processing Fee

The TENDER Processing Fee is to be paid at the time of submission of supporting document of technical bid in the form of demand draft/ Pay Order of Rs. 1500/- plus GST @ 18% (Rs. 270) aggregating Rs1770/- (Rupees One Thousand Seven Hundred Seventy only) as mentioned in TENDER notice in the sealed technical bid cover. If the amount mentioned in the DD/ Pay Order is found short, the TENDER will not be considered for scrutiny and will be out rightly rejected.

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

7. Security Deposit

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

7.2 The successful bidder shall submit security deposit of 10% of the total contract value excluding Goods & Service Tax (GST) at within 7 days from the date of receipt of LOI in any one of following form

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

OR

- Fixed Deposit from Banks approved by Govt. Of Gujarat (except Co-operative Bank) duly pledged in favour of GMDC for a period of not less than 15 (FifteenMonths) months from the date of receipt of LOI and shall be renewed from time to time in case of requirement.

OR

- Bank Guarantee issued by banks approved by Govt. Of Gujarat from time to time (except Co-Operative bank) in the form and manner acceptable to GMDC (Govt. GR is annexed at annexure “B” for approved bank). It should be valid for a period of not less 15 (FifteenMonths) from the date of receipt of LOI and shall be renewed from time to time in case of requirement.

OR

- Digital Mode, Please note if payment is made through Digital Mode kindly submit the receipt of the same along with the tender documents.
- RTGS details for payment (Annexure-B):

Account Number: 002405019379

IFSC: ICIC0000024

ICICI Bank, Ahmedabad Branch, Ahmedabad

7.3 It shall be refunded to the Successful bidder, within a period of six months after satisfactory completion of the work and fulfillment of all the terms and conditions of the contract.

7.4 The SD deposited by the Successful bidder may be forfeited if the successful bidder fails to commence of the work within 10 days of acceptance of Letter of Intent.

7.5 Security deposit shall not bear any interest under any circumstances. Security Deposit is a measure of liquidated Damages sustained by GMDC.

7.6 GMDC will reserve the right to recover the charges or the liquidated damages from the Security Deposit in the following circumstances-

7.6.1 If the successful bidder or its employees causes any damage or destroy any property belonging to GMDC.

7.6.2 The shortfall amount of all compensations, penalties and other sums of money payable by the successful bidder or recoveries to be made under the terms of this contract which is due but not paid by the successful bidder in full, etc.

7.6.3 Any other dues on account of statutory compliance.

8. Procedure for Submission of the Bid

8.1 Offers prepared in accordance with the procedures enumerated below.

8.2 Bid should be submitted **online** at www.nprocure.com on or before the last date and time as prescribed in this TENDER.

8.3 The Bidder should submit their bids in THREE parts, these are

8.3.1 Pre qualification bid (Details of EMD and TENDER Fee),

8.3.2 Eligibility and Technical Bid

8.3.3 Price Bid.

8.4 Manual price bids or the bids submitted by telex/ telegram/ fax/ e-mail etc. will not be accepted under any circumstances. No correspondence will be entertained on this matter.

8.5 Bidders are advised to follow the 'Instructions for Bids Submission' given in annexure "A" for e-submission of the bids online through n-procure.

Documents should be submitted as per check list given in form PA through 'off-line' in the sealed cover super-scribed as "Technical Bid for TENDER Number **GMDC-WIND-FC & Sch.-45-2022-23**" and Name of work: "**for Providing services of Forecasting, Scheduling, Metering and energy accounting for GMDC's Wind Power Projects according to guideline of GERC/CERC regulations & any Amendments /alterations / modification / replacements thereto at GMDC's various wind site Located in Gujarat State.**".

Bids must be submitted as per the schedule (date & time) indicated in TENDER notice.

9. Eligibility and Qualification Criteria of Bidder

9.1 Experience

9.1.1 The Bidders should have following minimum experience of having successfully completed similar works during last 7 (seven) years ending on last day of March 2022 (i.e. period from 01.04.2015 to 31.03.2022)

A. Three similar completed works each having amount of Rs 600000/- (Rupees Six Lacs only) during last 7 (seven) years.

OR

B. Two similar completed works each having amount of Rs 750000/- (Rupees Seven Lacs Fifty Thousand Only) or more during last 7 (seven) years

OR

C. One similar completed work having amount of Rs 1200000/- (Rupees twelve Lacs only) or more during last 7 (seven) years.

Similar works means the Bidders should have experience of providing services for Forecasting, Scheduling, Metering and energy accounting work according to guideline of GERC/CERC regulations 1 of 2019 & any Amendments /alterations /modification / replacements thereto, with respect to client's requirement in any project or any industry and carried out or being currently carrying out under the single LOI/Work Order/Agreement.

9.2 Financial

9.2.1 Bidder must have an average positive Net Worth for the last three financial years i.e. 2019-20, 2020-21 and 2021-22.

9.2.2 Bidder must have a Minimum Average Annual Turnover of 450000/- (Rupees Four Lacs Fifty Thousand Only) for financial year of 2019-20, 2020-21 and 2021-22

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

9.3 Blacklisting of the Bidder

The Bidder or its directors have not been blacklisted by any Government Organization, nor should any litigation be pending against any of them. The Bidder will submit a declaration to this effect as per the format provided in FORM PD of the TENDER Document. If at any time such declaration is found false, the bid will be rejected or if the contract work is

already awarded, it will be terminated forthwith without payment of any compensation and the EMD/SD will be forfeited.

10.Scope of Work:

Under the scope of this contract, the successful bidder is required to provide services for Forecasting, Scheduling, Metering and energy accounting work according to guideline of GERC/CERC regulations 1 of 2019 & any Amendments /alterations /modification / replacements thereto, for GMDC's various winds site.

10.1 Payment security to SLDC: The Successful Bidder required to Submit BG / LC for Payment security at SLDC for DSM as and when declared and updated by SLDC (at present payment security in form of BG/LC as published by SLDC is at the rate of Rs. 3116 per MW.)

10.2 Reimbursement of DSM: The Successful Bidder shall have to pay DSM declared by SLDC every week as per forecasting and scheduling work as per the latest guideline of GERC/CERC and amendment 1 of 2019 thereof, and GMDC will reimburse the same after submission of payment proof paid to SLDC.

- **DSM (Deviation Settlement Mechanism) means the payment of Deviation charges to the SLDC.**
- **Whereas, Deviation means the total actual injection of energy minus total schedule generation.**
- **In the event of actual generation of a wind generating station or a pooling station, as the case may be, being less or more than the scheduled generation, the deviation charges for shortfall or excess generation shall be payable.**

10.3 Forecasting capabilities

- i. Bidder must be procuring weather data either from international service provide or from national agencies for wind power forecasting and scheduling activities
- ii. Bidder must have experience of working in the Indian terrain / Software being used by the bidder must have the capability to integrate Historical and real- time wind generation data for the wind power farm
- iii. A dedicated forecast of large rapid changes in wind generation for managing power system security.
- iv. A tailored forecast to minimize wind plant revenues loss / reduce under wind forecasting obligation.
- v. Integration of location and site related details of the wind site / Park. Integration of SCADA data on real time basis from the Developer / Generator

10.4 Software capabilities

- i. User-friendly online web based application for wind power forecasting and scheduling.

- ii. High end server to collect the data
- iii. Integration of the forecast from the Forecasting Service Provider / own forecast and conversion of the same to schedules as applicable in the 96 time- block frame with 15 minutes interval abiding specific state regulations as prescribed.
- iv. Integration of location and site related details of the wind site / Park. Integration of SCADA data on real time basis from the Developer / Generator in the software
- v. Automatic submission of schedules to the concerned SLDC or to the Generator as applicable
- vi. Flexibility and adaptability in case of any issues
- vii. Ability to have manual intervention if required during submission of schedules.
- viii. To provide analysis / summary report for weekly/Monthly/Yearly based on forecasted / scheduled vs. actual wind generation data by using SCADA data. The provision in module should be in such way that any kind and any format of data summary can access
- ix. Software shall have ability generate and submit revisions at predefined
- x. Intervals as per regulations.
- xi. Capability to store Historical Data.

10.5 Schedule Management

- i. Compilation of schedules with all revisions within a designated time frame (as submitted by Stakeholders or as per regulation for submission to SLDC).
- ii. Co-ordination with SLDC control room for any Scheduled/real time update on
- iii. Grid downtime (optional).
- iv. Co-ordination with wind Park operator/stakeholders for any downtime or feeder tripping at local pooling station, if the same is not considered while submission of Day ahead or Intraday revision to an aggregator.
- v. To gather actual generation data from Developers/ Turbines /DISCOM. (Access has to be provided by Developer/wind Park Owner).
- vi. Analysis of Actual vs. Schedule Data and subsequent effects.
- vii. To provide online monitoring through web based software application. The IP rights for the said application shall remain with the service provider
- viii. To provide online monitoring to visualize deviations on real time daily basis.

10.6 Minimum Hardware capabilities:

As per the latest Guideline of GERC/CERC

10.7 Detail Scope of Services::

The Scope of the services shall be on the basis of the successful Bidder's responsibility, completely covering all the services specified under the accompanying Technical Specifications. It will include among others as specified therein the following:-

- a. QCA shall prepare and send Forecasting and Scheduling generation reports as per extant regulations (GERC/CERC) for Forecasting, Scheduling, Deviation Settlement mechanism and related matters.
- b. QCA shall provide dashboard/mobile app access for real time monitoring, for viewing report etc.
- c. To provide user friendly online web based application for wind power forecasting and scheduling
- d. To provide real time, day ahead forecast/schedule value and actual value in 96 time blocks (of 15 minutes each) in MW with graphical trend.
- e. To coordinate with our wind mills O & M contractor to provide required real time data at agreed point is in bidder's scope.
- f. To provide analysis / summary report for weekly/ monthly/ yearly, based on forecasted / scheduled vs. actual wind generation data by using SCADA data. The provision in module should be in such way that any kind and any format of data summary can access. All required hardware along with ABT meter (15-minute time cycle) are in the bidder's scope and bidder should quote price considering all required software as well as hardware.
- g. To provide daily forecasts/schedules based on the historical wind data, actual turbine generation data collected from developer's server (10 min SCADA data).
- h. To update and provide revised forecast /schedule 16 times or more as per regulations based on actual weather and onsite real time wind and turbine data.
- i. To maintain the necessary back-ups of forecasted data at own premises and provide to GMDC as and when needed.
- j. To do immediate communication with related O & M contractor about non availability of data due to instrumentation failure or malfunction. It is bidder's liability to update the data by communicating with O & M contractor.
- k. Bidder shall be flexible to implement CERC /GERC regulation changes as and when takes place.
- l. Dispatch of Schedule to SLDC.
- m. To collect turbine availability data (under maintenance or under breakdown) from O & M contractor on daily basis and incorporate in forecasting model for accurate forecasting.
- n. Bidder's own infrastructure to dispatch the schedules to SLDC.

- o. To maintain accounting of energy generation and any UI charges applicable to each generator as per SLDC guidelines; Daily, Weekly report generation as per the client requirement and format.
- p. To be responsible for revising the machine availability based on information provided by the O & M contractor and expected generation based on the changes in machine availability from time to time and incorporates in subsequent revisions to SLDC.
- q. Bidder shall have web portal to upload the non-availability of WTG's for better and accurate scheduling.
- r. Bidder shall be reconsidered at time of implementation as per latest CERC/GERC Orders/Regulations) as and when applicable.
- s. Management of UI charges account, collection of UI charges from Individual generator as per calculation given by SLDC, depositing UI charges to SLDC.
- t. To undertake the apportioning of deviated energy/applicable charges as per settlement mechanism.
- u. To undertake deviation settlement mechanism with SLDC on behalf of GMDC, GMDC will be reimbursed DSM payment within 10 days after submission of invoice with payment proof paid to SLDC.
- v. To calculate and do the visioning work for commercial settlement of all the charges applicable to GMDC including payment to regional/ State UI/DSM Pool accounts through the concerned RLDC/SLDC on behalf of GMDC; GMDC will reimburse DSM payment within 10 days after submission of payment proof made to SLDC by Bidder.
- w. To undertake de-pooling of payments receivable or payable as applicable on behalf of GMDC from the regional/State UI/DSM Pool and settlement with individual generators
- x. To undertake commercial settlement of any other charges on behalf of GMDC as may be mandate from time to time.
- y. To Liaise with SLDC on behalf of GMDC to settle any disputes or complaints related to deviation, scheduling or forecasting.
- z. QCA should be register with SLDC/Gujarat and shall follow the GUJARAT STATE ELECTRICITY REGULATORY COMMISSION (Forecasting, Scheduling, Deviation Settlement and related matters of renewable energy sources) regulations in existence and amended from time to time.
- aa. QCA should meet the Qualifying criteria of SLDC (Forecasting, Scheduling, Deviation Settlement and related matters of renewable energy sources) regulations in existence and amended from time to time.

11. Duration and Quantity of Work:

The duration of the contract for providing services for Forecasting, Scheduling, Metering and energy accounting work according to guideline of GERC/CERC regulations & any Amendments /alterations /modification / replacements thereto as per GERC regulation 1 of 2019 for GMDC's various winds site will be for a period of One year from the date of receipt of LOI. However, period of contract may be extended for another period on the same terms and conditions of the contract subject to the requirement, entire satisfaction of GMDC and mutually acceptance to both the parties.

12. Liquidated Damages (LD):

12.1 If the successful bidder fails to Start the work as per the scope of work within 30 days from the acceptance of LOI and the reasons for the same are attribute to the successful bidder, LD will be levied at the rate of 0.5% of Total Average Contract Value per week and maximum LD will be 05% of the Total Average Contract value.

12.2 During execution of contract if the successful bidder fails to deliver following criteria up to satisfaction of GMDC L.D. will be imposed on RA bill at the rate of 05 % of total Average Contract value per week.

12.2.1 Timely submission of FC & SCH to SLDC

12.2.2 Timely submission of DSM charges

Note: maximum L.D. will be levied 10 % of the Total Contract value

13. Goods & Service Tax :

13.1 All bidders are required to submit their GST number and date in the bid. Bid received from unregistered bidder will not be considered and out rightly rejected.

13.2 Bidders are requested to quote their rates without GST. GST will be paid/adjusted/reimbursed to the Successful bidder as per prevailing rates and rules to the extent directly related to the services rendered by the Successful bidder under the said contract subject to production of documentary proof and Successful bidder will mention the GST amount separately in the invoice/bill along with SAC Code under GST.

14. Payment:

- 14.1 The Successful bidder shall submit invoice for the work of services for Forecasting, Scheduling, Metering and energy accounting work according to guideline of GERC/CERC regulations & any Amendments /alterations /modification / replacements thereto as per GERC regulation 1 of 2019 for GMDC's various winds site executed every quarter of the completion of the period for the works. Payment shall be processed after execution of the works schedule only.
- 14.2 Invoice shall be submitted to the office of the General Manager (Power, Maintenance & Purchase) with following documents:
- 14.2.1 All the data of forecasting work,
- 14.2.3 Compliance of all law relevant with the work carried out by Successful Bidder such as Labour and Factories Act etc.
- 14.2.4 Payment shall be done as per actual work carried out by the Successful bidder only.
- 14.2.5 Service charge payment: Service Charge shall be calculated based on the DSM penalty on pooling station in Paisa/KWH on Quarterly basis, i.e. Three month total average (Total DSM in paisa for 3 months/Total Actual Generation (Injection/Drawal) in KWH for 3 months as declared by SLDC). Further there will be no payment is case DSM is more than 4.00 paisa per KWH in the particular quarter in a pooling station.

15. Mode of Payment:

The bills submitted at the office of General Manager (Power, Maintenance & Purchase) will be processed within 30 days considering the following deductions.

- 15.1 Income tax as per provision of Income Tax Act, and other Taxes (and surcharges) applicable in force from time to time.
- 15.2 Liquidated damages,
- 15.3 Other deductions, if any.

16. Evaluation of Bids:

- 16.1 The entire Bid shall be evaluated based on Quality Cum Cost Based System (QCBS) methodology as prescribed in subsequent clauses.
- 16.2 The Bid evaluation shall be first on Technical Score of max 100, based on various scoring criteria outlined as per following Table.

Sr. No.	Criteria of Assessment	Parameters	Maximum Marks	Criteria for assigning score
1	Experience as QCA as on 31 March 2022 in completed years for Forecasting, Scheduling, Metering and energy accounting work according to guideline of GERC/CERC regulations 1 of 2019	=/>2.5 Years	15	15
		=/> 02 Years		10
		=/>1.5 Year		05
2	Average Annual turn-over of the company for last three financial years (in INR)	>25Lakhs	15	15
		>20 Lakhs		10
		>15 Lakhs		06
		>10Lakhs		04
3	Bidders experience of providing services for Forecasting, Scheduling, Metering and energy accounting work according to guideline of GERC/CERC during last seven years ending on last day of March 2022, which are under operation/execution	=/> 5 orders	10	10
		=/> 3 orders		6
		=/> 2 orders		4
4	Bidders experience of providing services for Forecasting, Scheduling, Metering and energy accounting work according to guideline of GERC/ during last seven years ending on last day of March 2022, for State PSU/Govt. Agency	=/> 5 orders	10	10
		=/> 3 orders		6
		=/> 2 orders		4
5	Approach and Methodology for proposed Work (Bidder need to brief in the form of PPT format with given criteria/parameters)	Company Profile and Local Presence	40	10
		Past Experience		10
		Work plan approach & proposed methodology		10
		Adequacy and quality of resources proposed for FC(Forecasting)& SCH (Scheduling) work		10

6	Proposed Team members			Each staff member will be evaluated based on criteria given in a separate table below.
	Team leader	Having Experience of 10 years	05	
	RE Expert	Having Experience of 08 years	05	
	Total Technical Proposal Score		100	

The Qualification and evaluation criteria for Proposed Team-members as specified in **Sr. no: 06** of table herein above is specified below.

Position	Minimum Qualification	Minimum Experience	Marks based on experience
Team Leader	Graduation Engineer (BE/BTech)in Mechanical/ Electrical/ Instrumentation/Power Electronics	Should have 10 years of Experience of working on at least 03(Three) assignments of providing FC & SCH service to Indian state/ PSUs/ central governments organization	Total Experience: 5 marks
Technical/ Renewable Energy Expert	Graduate Engineer (BE /BTech in Mechanical/ Electrical/ Instrumentation/Power Electronics	Should have 08 years of experience of Renewable Energy projects	Total Experience: 5 marks

16.3 GMDC will examine the Bid to determine whether the bid is complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bid is generally in order.

16.4 In no case, a Bidder shall have the right to claim to be the Successful Bidder for its Bid.

16.5 Evaluation of both Techno-Commercial (un-priced) bids and priced bids shall be done separately.

16.6 Selection of successful bidder shall be done as below:

16.6.1 Technical bids will be opened after verification of receipt of payment towards TENDER Fee and EMD.

16.6.2 After, meeting Eligibility Criteria (PQR), Responsiveness, Preliminary scrutiny of the Bid, the Technical Bid Evaluation shall be carried out.

16.6.3 Technical Proposal will be evaluated for eligibility on the basis of Bidder's experience, presentation and financial capability. Scoring of Technical Proposals would be done only for the Eligible Bidders.

16.6.4 A minimum of 60 marks out of 100 should be scored in the Technical Evaluation for the bid to be declared technically qualified.

16.6.5 All technical qualified bidders shall be ranked from highest to lowest on the basis of their Technical Score (TS).

16.6.6 The Financial Bids of only those bidders who have obtained a technical score of 60 or more shall be opened.

16.6.7 The financial evaluation of the proposal will be carried out after determining whether the Financial Proposals are complete, qualified and unconditional.

16.6.8 The lowest financial proposal (LFP) will be given a financial score (FS) of 100 points. The financial scores of other proposals will be computed as follows:

$$FS = 100 \times LFP/F;$$

Wherein, F = Amount of Financial Proposal of the Bidder

LFP = Lowest financial proposal

16.6.9 Final Evaluation Proposals will finally be ranked according to their Technical Score (TS) and Financial Scores (FS) as bellow:

$$CS = \text{Technical Score (TS)} \times 0.70 + \text{Financial Score (FS)} \times 0.30$$

Where CS is the combined score.

16.6.10 The contract will be awarded to the bidder who scores highest (H1) in Combined Score (CS).

17. Negotiation:

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

18. Acceptance of Offer:

18.1.1 GMDC, on acceptance of the offer, will issue Letter of Intent to the successful bidder; who will be required to confirm its acceptance of the LOI within 7 days from the date of receipt. If Successful bidder does not accept the LOI within stipulated time period, the amount of the EMD paid will be forfeited and necessary further actions may be initiated as may be deemed fit by the GMDC.

18.1.2 The Successful bidder shall have to submit the Security Deposit with 7 days from the date of acceptance of LOI. The Successful bidder shall submit the Security Deposit in the manner prescribed in this TENDER Document. In case of failure to submit the security deposit, the amount of EMD will be forfeited and necessary further actions may be initiated as may be deemed fit by the GMDC.

18.1.3 The successful bidder, along with the payment of Security Deposit, shall have enter into a contract/ agreement with the GMDC on appropriate Stamp Paper (to be provided by the Contractor) in token of acceptance of the terms and conditions of the contract, within 30 days from the acceptance of LOI.

19. Intellectual Property Rights (IPR):

Confidentiality of Data and Documents: All Intellectual Property Rights (IPR) of data collected as well as the deliverables produced shall remain with the GMDC. All knowledge and information, which may be acquired during the assignment, shall be for all times and for all purposes, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, without the explicit written permission of GMDC

20. Statutory Obligations:

20.1 If any amount becomes payable by GMDC as a result of any claim or application in terms of the provisions or non-compliance of provision of the any Acts and the Rules and Regulations, By-laws or the Orders made there under, applicable from time to time, such amounts shall be recoverable from the Successful bidder for which GMDC will not be responsible for any compensation.

20.2 That the Successful Bidder would obey with all applicable laws and maintain all such necessary records as necessitated under such enactments.

20.3 The Successful bidder shall also indemnify the GMDC against any claims, compensations, damages, loss, liquidated damages etc. for breach and / or non-fulfillment of the prevailing Rules and Regulations and other statutory provisions in force from time to time and applicable to the work during the currency of contract.

20.4 The Successful bidder shall comply with other statutory provisions of Law. The Successful bidder shall comply with all applicable laws, ordinances, approved standards, rules and regulations

21. Notice:

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

22. Canvassing Not Permitted:

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

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

23. Bankruptcy :

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

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

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

24. Termination Of Contract:

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

25. Governing Law:

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

26. Arbitration:

All questions, disputes, differences whatsoever which may at any time arises between the parties to this TENDER and subsequent contract in connection with the TENDER and subsequent contract or any matter arising out of or in relation thereto, shall be referred to Sole Arbitrator as per the provisions of Arbitration and Conciliation Act, 1996 and subsequent amendment thereto and the venue of arbitration proceedings shall be at Ahmedabad only. The Language of the Arbitration shall be in English only.

27. Jurisdiction:

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

28. Non Fulfillment of Terms And Condition of The Contract:

28.1 If the Successful bidder fails to carry out the work as per terms and conditions of the contract to the satisfaction of the GMDC, GMDC shall be entitled to forfeit the security deposit paid by the Successful bidder. This however, shall not absolve the Successful bidder from his obligation to fulfill the contract. In such event, the GMDC shall have a right to complete and / or to get the work completed at the cost & risk of the Successful bidder and the Successful bidder shall be responsible to pay such cost incurred by the GMDC to complete the work and / or to get the work completed.

28.2 Likewise, if the Successful bidder does not fulfill the terms and conditions of the contract and does not carry out the work up to the entire satisfaction of GMDC, GMDC has the right

to forthwith terminate the contract at its sole discretion, without assigning any reason, Under such events, the GMDC shall be entitled to forfeit the security deposit paid by the Successful bidder and the GMDC shall have a right to complete the work and / or to get the work completed at the risk and cost of the Successful bidder.

- 28.3 For any reasons, if it is required, the GMDC reserves rights to cancel, terminate, amend and / or alter the contract and / or bifurcate and / or reduce the contract work at any time without giving any notice or reason to the Successful bidder and without incurring any responsibility. For such cases, Successful bidder shall have to take away his labour, tools, tackles, machinery, equipment etc. and shall leave the site at once or shall have to carry out the instructions of the GMDC.

29. Foreclosure:

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

30. Force Majeure:

- 30.1 Force majeure is herein defined as any cause which is beyond the control of the Successful bidder or the GMDC as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:
- 30.2 Natural phenomena such as flood, draughts Cyclone, earthquake and epidemics, declaration of war.
- 30.3 Acts of any government, including but not limited to war, declared or undeclared priorities, quantities, embargoes, providing either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such cases.
- 30.4 The Successful bidder will advise, in the event of his having resort to this clause by a registered letter duly certified by the statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition. In the event of delay lasting over two months, if arising out of Force Majeure, the contract may be terminated at the discretion of the GMDC.
- 30.5 For delay arising out of Force Majeure, the Successful bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of force Majeure and neither company nor the Successful bidder shall be liable to pay extra costs

(like increase in rates, remobilization, advance, idle charges for labour and machinery etc.) provided it is mutually established that the Force Majeure conditions did actually exist.

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

30.7 The Successful bidder 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 Successful bidder's performance of his obligations has been delayed for other causes.

Annexure "A"

Instruction To Bidders For Online TENDERing

1. All Bidders must submit their bid online through the website <https://gmdc.nprocure.com>
2. Bidders who wish to participate in online TENDERS will have to procure / should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n) code solutions- a division of GNFC Limited, who are licensed Certifying Authority by Government of India at address mentioned below at clause 5.
3. All bids should be digitally signed. For details regarding digital signature certificate and related training involved at the below mentioned address should be contacted:

Address:

(n)Procure Cell

(n)Code solutions A division of GNFC

403, GNFC Info-Tower, Bodakdev, Ahmedabad- 380 054 (India)

Tel: +91 26857316/17/18 Fax: +91 79 26857321, Toll Free: 1800-233-1010

E-mail : nprocure@gnfc.net

4. Kindly take note that, valid Digital Signature Certificates is a must for all the interested Bidders. Online TENDER process is not possible without a valid digital signature certificate.
5. Interested Bidders are also requested to complete their procedure for taking digital signature certificate in respect to filling of application form, supporting documents with necessary fees at least 3 days before last date of TENDER submission.
6. (n) code solutions reserves the rights to issue digital signature certificate after verification of application forms / supporting documents submitted by Bidder. (n) code solutions is fully authorized to issue digital signature certificate to Bidders.
7. Bidders who have no facility to participate in on-line TENDERS are requested to contact (n) code solutions for the same.
8. Free vendor training camp will be organized every Saturday between 4.00 to 5.00 P.M. at (n) code solutions-A Division of GNFC Ltd. at address mentioned above at Clause No. 5 of Chapter No-III. Bidders are requested to take benefit of the same.
9. All the correspondence in respect to training, support or digital signature certificate should be addressed to (n) code solutions directly on the above mentioned address. In case the Bidders face any difficulty, they may contact the officials of the GMDC or GNFC on the below mentioned details:

a. GMDC:

Contact Person: General Manager (Power, Maintenance & Purchase)

Contact numbers: 079-27913200/3501 Ext No 1760

E-Mail: power@gmdcltd.com; jndave@gmdcltd.co.in

b. GNFC:

Contact Number: 079- 26857316/17/18

E-Mail: nprocure@gnfc.net

Annexure "B"

Annexure I.

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

Date: 12/04/2021

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

❖ All Nationalized Banks

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

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

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


(S. Chhakebhauk)

Additional Secretary (B)



FORM - PA

CHECK LIST OF DOCUMENTS ENCLOSED WITH TENDER

Technical Bid

Sr. No.	Document	Declaration (Strike out whichever is not applicable)
1.	Tender Processing Fee	Yes/No
2.	EMD	Yes / No
3.	Form PA (check list of documents enclosed with Tender)	Yes / No
4.	Form PB (Status of the Bidder)	Yes / No
5.	Form PC (CA Certification for Financial Details and work carried out during the last seven years of bidder)	Yes / No
6.	Form PD (Declarations)	Yes / No
7.	Form PE (Undertaking of Genuineness of Document)	Yes / No
8.	Form PF (Undertaking of Indemnity)	Yes / No
9.	Form PG (Site Visit)	Yes / No
10.	Power of Authority to sign the documents (Duly Notarized on Stamp paper of Rs. 300)	Yes / No
11.	Copy of P.F. registration details if applicable	Yes / No
12.	Technical bid submission as per format 'BB'	Yes / No

Price Bid

1	Online Price bid submission as per format 'AA'	Yes / No
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FORM-PB
STATUS OF THE BIDDER

Particulars	Details
Name of the Bidder:	
Address :	
Registered office :	
For correspondence :	
Telephone No.	
Fax No.	
E-mail Address	
Attested copies of Deeds, Articles of association to be enclosed	
Name & contact number of person holding power of attorney (Attested copy of power of attorney to be enclosed)	
Names of Partners with their Present and permanent address	
Name of Bankers with full address and Telephone No& Bank Account Details (Cancelled Cheque to be enclosed)	
PAN of Bidder	
GST Registration No. of Bidder	
PF Registration No.	
Whether enlisted in other dept., if yes, then furnish the details pertaining to class and the amount qualified to TENDER	
Was the applicant or its partners or Directors black listed in past by any Govt. or any other body.	
Details pertaining to the work incomplete, if any	
Details of the litigation, court cases and arbitration either completed or under progress during last 10 years by the GMDC entity or any partner/proprietor of present entity GMDC was associated in any capacity.	

Signature and Stamp of the Bidder



FORM PC

1. Turnover and Net Worth

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

1.1 Net Worth= Rs. _____ for the Year 2019-20
 Rs. _____ for the Year 2020-21
 Rs. _____ for the Year 2021-22

1.2 Turn Over = Rs. _____ for the Year 2019-20
 Rs. _____ for the Year 2020-21
 Rs. _____ for the Year 2021-22

Average Turnover of Rs. _____

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

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

Signature and Stamp of the Bidder

Signature and Stamp of the CA

TO BE CERTIFIED BY CHARTERED ACCOUNTANT SHOWING

MEMBERSHIP NO/ BIDDER REGISTRATION NO



FORM-PD

Declaration

(On letter head of the Bidder)

DATE:

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

Dear Sir,

I/we here by solemnly declare that

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

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

Yours faithfully,

Signature and Stamp of the Bidder



FORM-PE
(Format for Affidavit)

A F F I D A V I T

**Undertaking Regarding Geniuses Of Documents
(On Non-Judicial Stamp Paper Of Rs 300/-)**

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

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

**SIGNATURE OF THE BIDDER
WITH SEAL**

Dated



FORM-PF

Undertaking Of Indemnity
(On Letter head of the Bidder)

To,

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

Dear Sir,

We M/s. ----- hereby undertake that, we shall at all times, indemnify and keep indemnified that GMDC Limited from any and all liability for damages resulting from or arising out of or in any way connected with the operations covered by the TENDER No. _____. We shall be responsible for all risk arising in connection with or on account of the operations covered by the contract covered by the above TENDER and shall make good all losses and damages arising there from. In case, the GMDC Limited shall incur any cost or expense or suffer any loss on account of any claim demand or course of action brought against us and arising out of the operations covered by the Bidder/TENDER, the GMDC Limited shall have the power (without being bound to do so) to define, contest or compromise any such claim demand or cause of action. Any amount that may become payable by GMDC Limited and any cost expense etc. that may be incurred by the GMDC Limited in this behalf, shall also be recoverable from us, without prejudice to your other rights.

Yours faithfully,

For -----

(Signature & Stamp of the Bidder)



FORM-PG

Declaration

(On letter head of the Bidder)

Site Visit

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

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

SIGNATURE OF THE BIDDER WITH SEAL

Dated

Form AA

Format of Price Bid

To be submitted only online)

Sr.	Wind site	MW	DSM Penalty Range less than 1.5 PAISE PER KWH excluding GST (A)	DSM Penalty Range Greater than 1.5 PAISE per KWH TO less than 3.0 PAISE per KWH excluding GST (B)	DSM Penalty Range Greater than 3.0 PAISE per KWH TO less than 4.0 PAISE per KWH excluding GST (C)	Average Service Charge per Month (A+B+C)/3 (D)	Total Average Service Charge for One year (MW x D x 12) (E)
			A	B	C	E	F
1	Service Charges (Rs./MW/Month) for Varsamedi (Maliya) site	19.5		<=75% of A	<=60% of A		
2	Service Charges (Rs./MW/Month) for Balambha site	33		<=75% of A	<=60% of A		
3	Service Charges (Rs./MW/Month) for Gorser site	7.5		<=75% of A	<=60% of A		
4	Service Charges (Rs./MW/Month) for Vasai (baradiya)	19.5		<=75% of A	<=60% of A		
5	Service Charges (Rs./MW/Month) for MotaGunda (bhanvad)	50.4		<=75% of A	<=60% of A		
6	Service Charges (Rs./MW/Month) for Suthri (Bada)	21		<=75% of A	<=60% of A		
Total Average Contract value for One Year considering all Wind Sites							

Form BB

Format of Technical Bid

Sr. No.	Criteria of Assessment	Parameters	Maximum Marks	Criteria for assigning score
1	Experience as QCA as on 31 March 2022 in completed years for Forecasting, Scheduling, Metering and energy accounting work according to guideline of GERC/CERC regulations 1 of 2019	=/>2.5 Years	15	15
		> 02 Years		10
		> 1.5 Year		05
2	Average Annual turn-over of the company for last three financial years (in INR)	>25 Lakhs	15	15
		>20 Lakhs		10
		>15 Lakhs		06
		>10Lakhs		04
3	Bidders experience of providing services for Forecasting, Scheduling, Metering and energy accounting work according to guideline of GERC/CERC during last seven years ending on last day of March 2022, which are under operation/execution	=/> 5 orders	10	10
		=/> 3 orders		6
		=/> 2 orders		4
4	Bidders experience of providing services for Forecasting, Scheduling, Metering and energy accounting work according to guideline of GERC/ during last seven years ending on last day of March 2022, for State PSU/Govt. Agency	=/> 5 orders	10	10
		=/> 3 orders		6
		=/> 2 orders		4
5	Proposed Team members			Each staff member will be evaluated based on criteria given in a separate table.
	Team leader	Experience 10 years	05	
	RE Expert	Experience 08 years	05	
Total Technical Proposal Score			60	



FORMAT OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)

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

..... (Name of the Bank)

Address.....

Guarantee No.....

A/C Messrs..... (Name of Bidder)

Date of Expiry.....

Limit to liability (currency&amount).....

Invitation ForTENDER No..... dated.....(bidding document)

For..... (Name of Facilities)

Subject: Earnest Money Deposit Bank Guarantee.

Date.....20

To,

General Manger (Power),
Gujarat Mineral DevelopmentCorporation Ltd.
132 Ft Ring Road,
Near University Ground
Vastrapur,
Ahmedabad.
Bank Code:

Dear Sir,

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

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

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



6. It shall not be necessary for GMDC to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which GMDC may have obtained from the Bidder at this time when proceeding are taken against Bank hereunder be outstanding or unrealized.
7. We _____ (Name of Bank) further undertake to unconditionally pay the amount claimed by GMDC merely on demand and without demur to the extent aforesaid.
8. We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of GMDC in writing and agree that any change in the constitution of GMDC or the Bidder or the said Bank shall not discharged our liability hereunder dated _____ day of _____ 20 . _____ for _____ (Name of Bank)

Yours faithfully

For.....
(Name of the Bank)