

NOTICE INVITING TENDER

TENDER NO. GMDC/UMR/ 03 /2022-23

**For providing Ambulance at Lignite Project, Umarsar of
Gujarat Mineral Development Corporation Limited
In Gujarat State**

Prospective bidders may please download the Tender Document of TENDER NO. GMDC/UMR/ 03 /2022-23 from website: <https://gmdc.nprocure.com&www.gmdcltd.com>



**GENERAL MANAGER (P)
GUJARAT MINERAL DEVELOPMENT CORPORATION LTD.
CIN : L14100GJ1963SGC001206
GST : 24AAACG7987P1ZT
(A Govt. of Gujarat Enterprise)**

GUJARAT MINERAL DEVELOPMENT CORPORATION LTD

Lignite Project Umarsar, Post- Ghaduli
Taluka- Lakhpat, Dist- Kutch. Pin code- 370627
E-mail : Umarsar@gmdcltd.com

Website : www.gmdcltd.com

TENDER NOTICE**TENDER NO. GMDC/UMR/ 03 /2022-23****1. Summary of the Tender**

Place of work	Lignite Project, Umarsar of GMDC located in Gujarat State
Brief Description of work	For providing Ambulance at Lignite Project, Umarsar, project of Gujarat Mineral Development Corporation Limited in Gujarat State
Period of contract	The duration of contract for providing ambulance is for a period of 2 (Two) years from the date acceptance of Letter of Intent. However, the said period of contract can be extended for another period of One year on the same terms and conditions of the contract subject to satisfactory performance of the Successful Bidder.
Estimated Contract Value	Approximately Rs. 18,24,000/- (Rupees Eighteen Lacs Twenty-Four Thousand) for total work excluding GST.
EMD	Rs. 18,240/- (Eighteen Thousand Two Hundred Forty Only) in the Form of Demand Draft/Pay order in favour of GMDC Ltd. payable at Dayapar from Banks approved by Govt. of Gujarat except co-operative bank.
Tender Processing Fee	Rs. 1500/- plus GST @18% aggregating to Rs. 1770/- payable by Demand Draft/ Pay Order drawn in favor of "GMDC Ltd." payable at Dayapar.
Availability of Tender document	On web site www.gmdcltd.com ; https://gmdc.nprocure.com
Downloading of tender document from websites	From Dt.:23.05.2022
Last date of submission of written request for clarification if any, on Bid Document	06.06.2022 Up to 15:00 Hrs.
Pre-Bid Meeting	All the prospective bidders are requested to attend the Pre-Bid Meeting on 13.06.2022 at 15:30 Hrs. at Umarsar Project. Maximum two members per bidder will be allowed for the Pre-Bid meeting.
Last date of on-line submission of offer	23.06.2022 up to 12.00 Hrs. on https://gmdc.nprocure.com only.
Submission of Tender processing fee, EMD and Supporting documents for Tech. bid	23.06.2022 up to 14.00 Hrs. at Umarsar Project.

Technical bid opening	23.06.2022at16.00 Hrs.
Date and time for online opening and viewing of preliminary bid.	23.06.2022at 16:00 hrs

2. GMDC reserves absolute right/discretion to accept and/or reject any or all the tenders received or invite fresh bid at any stage or split the work between more than one Bidders as the case may be.
3. The Bidders are required to quote the rate strictly as per the terms and conditions mentioned in the Tender document. Conditional tender shall not be entertained and will be rejected summarily without assigning any reasons, whatsoever.
4. GMDC may issue amendments/corrigendum in the tender documents, schedule, forms etc. at any time during the period between publication of notice and submission of bids of the tender on website. The Bidders in their own interest are advised to visit the website regularly till the last date of submission of the bid. No separate newspaper advertisement will be released for amendments/corrigendum.
5. GMDC reserves the rights to modify or alter any Condition of the Tender.
6. The Bidders are advised to submit their price bid online on <https://www.gmdc.nprocure.comonly>. Physical price bid shall not be accepted and shall be rejected summarily without assigning any reasons, whatsoever.
7. Failure to submit bid online in stipulated time due to any reason whatsoever by any Bidder shall result in disqualification of bid. In such circumstances, bid submitted physically alongwith supporting documents, tender processing fees, EMD amount etc. shall not be considered as bid submitted and the same will be returned back to the Bidder without opening the same. GMDC reserves the right to take suitable decision in this regard.

Chapter - I **Brief Introduction**

1. GMDC:

Gujarat Mineral Development Corporation Limited herein after referred to as GMDC, a Government of Gujarat Enterprise, is a pioneer institution in the field of mining for more than five decades, catering to the needs of the minerals and solid fuel for the industries based in Gujarat. GMDC's mining activities are spread all over Gujarat. It is currently dealing in minerals like Lignite, Bauxite, Fluorspar, Ball Clay, Silica sand and Manganese. GMDC has also set up a 250 MW lignite based Thermal Power Station at 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.

2. LOCATION OF WORK:

The Successful Bidder shall have to provide ambulance at **Lignite Project, Umarsar** of GMDC.

3. TENDER PROCESSING FEE:

The tender documents can be downloaded from our web site www.gmdcltd.com and <https://gmdc.nprocure.com/> . 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% aggregating toRs.1770/- 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.

Chapter - II
INSTRUCTIONS TO THE BIDDERS

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

2. SITE VISIT:

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

2.2 Any neglect or failure on the part of the Bidder in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risks or liabilities or the entire responsibility from completion of the work at the contracted rates and time in strict accordance with the contract documents.

3. THE TENDER DOCUMENT & EVALUATION:

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

A. Stage – I Preliminary Evaluation of Bid

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

B. Stage - II Evaluation of Technical Bid

After preliminary bid evaluation, Technical evaluation of the bid documents, as listed below, submitted on-line would be taken up. Tender processing fee and EMD will be submitted in the sealed cover superscribed as “Technical Bid for **TENDER NO. GMDC/UMR/03/2022-23** and Name of work: “**For Providing Ambulance at Lignite project, Umarsar of the Gujarat Mineral Development Corporation Limited in Gujarat State**”. Bidders are required to submit below mentioned documents separately at Project Office before stipulated time.

List of the Documents to be submitted online & physically:

Sr. No.	Document	Submission
1	Tender Processing Fee	Detail on online & Physical
2	EMD	Detail on online & Physical
3	FORM-A check list of documents enclosed with tender	Physical
4	FORM-B Status of the Bidder	Physical
5	FORM-C-1: Details Of Work Carried Out During The Last Seven Years By The Bidder*	Physical
6	FORM C-2 : Details of work carried out should be provided as per FORM C-2 provided in the tender Document*	Physical
7	FORM C-3: Details of Bidder as per the format provided in Form C-3 of the Tender Document*	Physical
8	Declaration of not Black listed as per the format provided in Form G of the Tender Document	Physical
9	Undertaking of Genuineness of Document as per format provided in FORM - H of the Tender Document	Physical
10	CA Certificate of Net worth and Turnover as per format provided in FORM I of the Tender Document	Physical
11	Undertaking of Indemnity as per format provided in FORM-J of the Tender Document.	Physical
12	Declaration of site visit as per format provided in FORM-K of the Tender Document.	Physical
13	Declaration of unconditional offer as per format provided in FORM-L of the Tender Document.	Physical
14	Declaration regarding unconditional acceptance of all the terms and conditions of the Tender documents per format provided in FORM-M of the Tender Document	Physical
15	Power of Authority to sign the documents (Duly Notarized on appropriate Stamp Paper)	Physical

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

C. Stage – III Price-Bid

- I. The Bidders must submit a **Price Bid only on-line** before the stipulated time. Price bid of all Bidders whose Bids meet the prescribed technical requirements, would be taken up for opening at this stage of the Bidding process. If the Price –bid is submitted in the physical format, the tender will not be taken up for scrutiny and will be out rightly rejected.
- II. If the EMD and tender processing fee are not found in the sealed technical bid document cover in the required form and manner or if the amount thereof is found short, the tender will not be considered for technical scrutiny and will be out rightly rejected.
- III. All the supporting documents submitted with the tender shall be genuine and correct. If it is found at any point of time that the said documents were not genuine then in that case the tender will be rejected, earnest money will be forfeited and the Bidder may be debarred from participating in further/future GMDC's tender as per the provisions of **FORM H**.
- IV. To assist in the scrutiny, evaluation and comparison of bids, GMDC may, at its discretion, seek from any or all Bidders, clarification(s) on his/their Bids, including technical information, documents and materials after the Technical Bid Opening but before opening of the Price Bid (Stage-III) but no change in the final price or substance of the bid shall be permissible.

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

4.1 E-tendering procedure is explained in Chapter – III.

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

4.3 Evaluation of the Price Bid:

For tender evaluation, the total of Rate quoted will be taken as the base rate for deciding the lowest bidder (L1) for providing ambulance at Umarsar project of GMDC, if bidder is technically qualified. Price Bid submitted partially for particular projects shall be rejected outrightly.

L1 Bidder may be called for negotiation.

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

5. Price Bid:

- 5.1 Bidders are requested to quote their Rate in the manners as per Price-Bid form-AA for providing Ambulance at Umarsarproject of GMDC.
- 5.2 The rate quoted by the bidder shall remain firm during the currency of the contract and no escalation except diesel rate shall be given on any ground of whatsoever in nature during the currency of the contract.
- 5.3 The Bidders are required to quote the rates strictly as per the terms and Conditions mentioned in the Tender. Any conditional tender will not be entertained and shall be summarily rejected. Rate quoted shall remain valid for 90 days from the date of opening of the technical bid, which shall be deemed to be extended unconditionally for further period of 90 days, if GMDC requires it.
- 5.4 Payment to be made to the Successful Bidder will be based on -
- i. ForMonthly running account bill for providing Ambulance at Umarsar project of GMDC.
- 5.5 Any other fresh imposition or variation in existing taxes or levies during the currency of the contract by the Govt. if applicable after submission of the bid and payable by the successful bidder, shall be reimbursed by GMDC on actual subject to submission of documentary proof of having remitted the same and to the extent directly related to the services rendered by the successful bidder under this contract. This shall be subject to submission of documentary proof clearly mentioning the name of work and respective RA Bill No.
- 5.6 **GOODS & SERVICE TAX (GST):**
- a. All bidders are required to submit their GST number and date in the bid. Bid received from unregistered bidder will not be considered and out rightly rejected.
- b. Bidders are requested to quote their rates without GST. GST will be paid/adjusted/reimbursed to the Successful bidder as per prevailing rates and rules to the extent directly related to the services rendered OR Goods supplied by the successful bidder under the said contract subject to production of documentary proof and contractor will mention the GST amount separately in the invoice/bill along with SAC/HSN Code under GST.

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

GMDC, on acceptance of the offer, will issue Letter of Intent(LOI) to the Successful Bidder; who will be required to confirm its acceptance of the LOI within 14 days from the date of receipt. If it does not accept the LOI within stipulated time period, the amount of the EMD paid will be forfeited and necessary further actions may be initiated as may be deemed fit by the GMDC. The Successful bidder shall have to submit the Security Deposit with 14 days from the date of acceptance of LOI. The Successful bidder shall submit the Security Deposit in the manner prescribed in Chapter No-VI of the Tender Document. In case of failure to submit the security

deposit, the amount of EMD will be forfeited and necessary further actions may be initiated as may be deemed fit by the GMDC.

7. CONTRACT AGREEMENT AND COMMENCEMENT OF WORK:

7.1 The Successful Bidder, along with the payment of Security Deposit, shall have to enter into a contract/ agreement with the GMDC on appropriate Stamp Paper (to be provided by the Successful Bidder) in token of acceptance of the terms and conditions of the contract, within 30 days from date of commencement of the work. In case of any necessity arising after executing the agreement and during the execution of the work, which requires alteration/modifications in the agreement, the same can be made in writing after mutual understanding and consent of both the parties. The Successful Bidder shall have to start the work as per the Scope of work mentioned in the tender document within 60 days from the date of acceptance of LOI. In case of failure to commence the work within the above-mentioned period, the contract may be terminated, at the discretion of GMDC.

8. GENERAL:

- 8.1 If the tender documents and forms referred to in the tender are not submitted or are submitted but not found duly filled in and unsigned, will result in rejection of the tender.
- 8.2 Canvassing in any form may lead to rejection of the offer.
- 8.3 Bids once submitted shall not be returned and shall remain the property of the GMDC.
- 8.4 The Bidder who have earlier been awarded contract by the GMDC for any job which they either did not accept or have abandoned or contract has been terminated by the GMDC for breach of conditions shall not be eligible to participate in this tender.

9. CORRIGENDUM:

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

CHAPTER - III
INSTRUCTION TO BIDDERS FOR ONLINE TENDERING

1. Tender documents are available only in electronic format which Bidders can download from the website www.gmdcltd.com and <https://gmdc.nprocure.com>
2. All Bidders must submit their bid online through the website <https://gmdc.nprocure.com> only. No physical submission of price bid will be entertained as it should be furnished on-line only. No e-mail, letters will be entertained for bidding the same.
3. Following should be submitted 'off-line' in sealed covers separately at our Project Office

To: GENERAL MANAGER (P)
GUJARAT MINERAL DEVELOPMENT CORPORATION LTD
Lignite Project Umarsar, Post- Ghaduli
Taluka- Lakhpat, Dist- Kutch. Pin code- 370627.

- i. Tender Processing Fee,
 - ii. E.M.D.
 - iii. Supporting Documents
4. Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n) code solutions- a division of GNFC Limited, who are licensed Certifying Authority by Government of India at address mentioned below at clause 5.
5. All bids should be digitally signed. For details regarding digital signature certificate and related training involved at the below mentioned address should be contacted:

Address:

(n)Procure Cell
(n)Code solutions A division of GNFC
403, GNFC Info-Tower, Bodakdev,
Ahmedabad- 380 054 (India)
Tel: +91 26857316/17/18 Fax: +91 79 26857321
Toll Free: 1800-233-1010
E-mail : nprocure@gnfc.net

6. Kindly take note that, valid Digital Signature Certificates is a must for all the interested Bidders. Online tendering process is not possible without a valid digital signature certificate.
7. Interested Bidders are also requested to complete their procedure for taking digital signature certificate in respect to filling of application form, supporting documents with necessary fees at least 3 days before last date of tender submission.
8. (n) code solutions reserve the rights to issue digital signature certificate after verification of application forms / supporting documents submitted by Bidder. (n) code solutions is fully authorized to issue digital signature certificate to Bidders.

9. Bidders who have no facility to participate in on-line tenders are requested to contact (n) code solutions for the same.
10. Free vendor training camp will be organized every Saturday between 4.00 to 5.00 P.M. at (n) code solutions-A Division of GNFC Ltd. at address mentioned above at Clause No. 5 of Chapter No-III. Bidders are requested to take benefit of the same.
11. All the correspondence in respect to training, support or digital signature certificate should be addressed to (n) code solutions directly on the above mentioned address. In case the Bidders face any difficulty, they may contact the officials of the GMDC or GNFC on the below mentioned details:
 - a. **GMDC:**
 - i. Contact Person: General Manager (Project)
 - ii. Contact numbers: 97277 92770
 - iii. E-Mail: umarsar@gmdcltd.com
 - b. **GNFC:**
 - i. Contact Number: 079- 26857316/17/18
 - ii. E-Mail: nprocure@gnfc.net

Chapter IV
CRITERIA FOR EVALUATION OF TECHNICAL BIDS

1. EXPERIENCE:

1.1 The Bidders should have following minimum experience of having work order of similar works during last 7 (seven) years ending on last day of March, 2021 (i.e. period from 01.04.2014 to 31.03.2021):

A. Three
completed similar works each having amount of Rs 3,64,000/- (excluding taxes) or more during last 7 (seven) years ending on last day of March, 2021

or

A. Two
completed similar works each having amount of Rs4,56,000/- (excluding taxes) or more during last 7 (seven) years ending on last day of March, 2021

or

A. One
completed similar works each having amount of Rs7,30,000/- (excluding taxes) or more during last 7 (seven) years ending on last day of March, 2021

Similar works means the Bidders should have provided Ambulance, Van, Jeep, Car and other light motor vehicle to Government/Semi Government/Municipality/Corporation/School/Private Company.

Moreover, the ongoing contract having successfully completed works under the LOI/Work Order/Agreement upto 31.03.2021 shall be considered as experience for technical qualification.

1.2 Bidder shall submit the details of work completed to Clause No.1 of Chapter no. IV as per FORM C-1 and FORM C-2 as provided in the Tender Document.

Note:

- i.** Separate year wise Statement of experience with work orders and work executed certificates duly certified by the certificate issuing authority shall be submitted with the supporting certified documents.
- ii.** Completed work means work executed during the period of last 7 years ending on last day of March, 2021 (i.e. period from 01.04.2014 to 31.03.2021)
- iii.** Experience as a Sub-Contractor shall not be considered for technical qualification.
- iv.** The documents required to be submitted for technical qualification shall be in the name of ;

- a) In case of sole owner than the same shall be in the name of Sole Proprietorship firm;
- b) In case of Partners, the same shall be in the name of Partnership Firm;
- c) In case of Company, the same shall be in the name of Company
- d) No documents in the name of Joint Venture/Consortium shall be considered for technical qualification.

2. **Financial Criteria:**

2.1

Bidder

must have a positive Net Worth for last 3 Financial Years as on 31.03.2021.

2.2

Bidder

shall submit Balance Sheet for the financial year 2020-21 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 ending on 31.03.2021. 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. If the partnership firm is created in recent past than in that case the I.T. Return of the individual person may be taken into consideration for the purpose of qualification of the bidder.

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

2.4 Bidder must be filing GST Return regularly. Proof of filing of return of GST regularly shall be submitted along with the bid documents.

3. **CONSORTIUM / JOINT VENTURE:**

CONSORTIUM / JOINT VENTURE are not allowed.

4. **ACCEPTANCE OF ALL THE TERMS AND CONDITIONS:**

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

5. **EMD:**

A non-interest bearing Earnest Money Deposit of Rs. **18,240/- (Rupees Eighteen Thousand Two Hundred Forty Only)** shall be paid along with the tender, enclosed with Technical Bid documents in seal cover super scribed "TECHNICAL BID", in form of **Demand Draft/ Pay order of Government of Gujarat approved Banks** (except Co-operative Bank) in favour of GMDC Ltd. payable at Dayapar. Any tender submitted without Earnest Money Deposit in the desired form or inadequate amount of EMD shall be summarily rejected and no claim shall be entertained on such rejected tenders. List of the banks approved by Govt. of Gujarat is as per Annexure- I.

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

6. **DECLARATION**

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

7. **BLACKLISTING OF THE BIDDER:**

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

8. **SITE VISIT CERTIFICATE:**

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

10. GENERAL:

10.1 GMDC reserves the right to split the work between more than One bidder.

10.2 The bidders are required to quote the rates strictly as per the terms and conditions mentioned in the tender documents. The conditional tender will not be entertained and will be rejected. The rate quoted should be inclusive of all items but exclusive of the GST.

Chapter – V**SCOPE OF WORK**

1. Online tenders are hereby invited for providing Ambulance at Umarsar project of GMDC of model of 2021 or later year to operate on contract basis for Umarsar project as per details given herein below: -

Sr. No.	Project Name & Address	Nos. of Ambulance	Monthly Fix K.M.	Working Hours
1	<p align="center">GUJARAT MINERAL DEVELOPMENT CORPORATION LTD</p> <p>Lignite Project Umarsar, Post- Ghaduli Taluka- Lakhpat, Dist- Kutch. Pin code- 370627 E-mail : umarsar@gmdcltd.com</p>	01	3000	24

2. Specification of Ambulance

- The bidder is required to provide the Brand New Ambulance make in by “Force Motors’ having model No. T1 Traveller FM 2.6 CR PS AC ABS capacity of 9 + 1 Driver + 1 Patient + 3350 WB BS 6 AIS 125 Standard Type C Ambulance model year 2021.
- The Ambulance should be with “Auto loading stretcher” of the above mentioned make and contractor should also provide two Oxygen Cylinders with complete Kit (Regulator, Flow Meter and Mask), Air Conditioned, Resuscitator adult and paediatrics, pulse oximeter, digital bp machine & stethoscope, glucometer with consumable
- Curtain of window in accordance with the rules of the Central/State Motor Vehicles Rules as approved by time to time from the office of the RTO.
- Suitable electric port to run or charge equipment in patient compartment.
- To maintain appropriate sanitization material and equipment to sanitize the ambulance. It will be sole responsibility of contractor to sanitize ambulance after each trip.
- To maintain two numbers of inflatable neck pillow
- To provide dust bin with waste bag, urine pot, vomiting pot and a 5 litre portable water bottle in patient compartment.

3. DURATION AND QUANTITY OF WORK:

The duration of the Contract shall be for a period of two years from the date of acceptance of LOI. The contract may be extended for another period of One year on the same terms and conditions of the contract subject to the satisfactory performance of the contract.

4. In case of any reason including adverse working conditions during execution of the contract that may compel suspension/closure of the contract, GMDC shall be at liberty to conclude/postpone/complete/terminate/foreclose this contract. No compensation or payment shall be made on account of afore-stated events. Decision of GMDC in this regard shall be final and binding to the Successful Bidder.

5. All the activities arising under the scope of the works shall be complied with various statute/laws/Rules/Regulations etc. and if the Successful Bidder fails to comply the laws; it will be done at the risk and cost of the Successful Bidder and expenses will be recovered from RA Bills of the Successful Bidder.
6. GMDC shall not be made liable for any damage and /or compensation for the manpower and/or tools and tackles provided by the Successful Bidder.

7. RIGHT TO REVIEW THE PERFORMANCE:

GMDC reserves the right to review and assess 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, GMDC shall have discretion to take appropriate action including termination of the contract.

**CHAPTER – VI
TERMS AND CONDITIONS OF THE TENDER**

Gujarat Mineral Development GMDC Ltd., (herein after referred to as GMDC) proposes to award the works for providing Ambulance at Umarsarproject of the Gujarat Mineral Development Corporation Limited in Gujarat State.

1 EARNEST MONEY DEPOSIT (EMD)

- 1.1. A non-interest-bearing Earnest Money Deposit of **Rs. 18,240/- (Rupees Eighteen Thousand Two Hundred Forty Only)** shall be paid along with the tender, enclosed with Technical Bid documents in seal cover super scribed "TECHNICAL BID", in form of Demand Draft/ Pay order in favour of GMDC Ltd. payable at Dayaparfrom banks approved by Govt. of Gujarat from time to time (except Co-Operative bank). Any tender submitted without Earnest Money Deposit in the desired form or inadequate amount of EMD shall be summarily rejected and no claim shall be entertained on such rejected tenders.
- 1.2 Relaxation in terms of submission of Earnest Money Deposit shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of Tender.
- 1.3** List of the banks approved by Govt. of Gujarat is as per **Annexure- I**.
- 1.4** EMD will be refunded to unsuccessful bidders within 30 days of determination of the L1 Bidder.
- 1.5** The EMD of the Successful Bidder shall either be adjusted as a part of security deposit, if desired by the Successful Bidder or shall be refunded on receipt of security deposit amount as stipulated in clause No.2 of the Chapter-VI.
- 1.6** In case of non-conformity, irresponsible behavior and fluctuation on the matter discussed/negotiated with the Successful Bidder regarding the contract work before issuing the

LOI, the amount of the EMD paid will be forfeited and necessary further actions including black listing of the Successful Bidder may be initiated as may be deemed fit by the GMDC.

2 SECURITY DEPOSIT:

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

2.1 The successful bidder shall pay security deposit in the following manner within 7 days from the date of receipt of LOI:

Rs.91,200/- (RupeesNinety One Thousand Two Hundred Only)at the time of award of the work before commencement of the contract work in form of a Crossed Demand Draft in favour of GMDC payable at dayapar or a Fixed Deposit duly pledged/lien in favour of GMDC from the Banks approved by Government of Gujarat from time to time except Co-Operative Bank or a Bank Guarantee issued by the Banks approved by Govt. of Gujarat having validity beyond the six months of the contract period (except Co-operative Bank) in the form and manner acceptable to GMDC.

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

2.2 It shall be refunded to the Successful bidder, within a period of six months after satisfactory completion of the work. The Successful bidder shall obtain "No Dues Certificate" to this effect from the General Manager [Project] / Project-in-Charge who after verification of the fact will arrange for refund of SD. The successful bidder will also have to submit "NO DEMAND CERTIFICATE" along with the above-mentioned certificate as per the Performa given in the tender document.

2.3 The SD deposited by the Successful bidder will be forfeited if the successful bidder fails to provide required ambulance within 30 days of acceptance of Letter of Intent by the Successful bidder.

2.4 Security deposit shall not bear any interest under any circumstances. Security Deposit is a measure of liquidated Damages sustained by GMDC for not providing the manpower, tools and tackles as required by as per the contract.

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

- i. If the successful bidder or its employees causes any damage or destroy any property belonging to GMDC.
- ii. The shortfall amount of all compensations, liquidated damages and other sums of money payable by the successful bidder or recoveries to be made under the terms of this contract which is due but not paid by the successful bidder in full, etc.
- iii. Any other dues on account of statutory compliance.

3. Payment:

100% amount of the total bill towards ambulance shall be paid by the Project Office within 15 days of raising the bill through electronic mode only. The Successful Bidder shall submit RA bills in first week of each month at the Project Office. For the purpose of verification of kilometers, log book duly signed and stamped by the competent officer shall be submitted alongwith the bill. It is obligatory that the Successful Bidder shall make payment of salary to his staff upto 7th day of every next month. Deductions of TDS (Income Tax) and other applicable taxes as per rules shall be made from the bill.

4. Rates

Rates for all the vehicles mentioned in online tender shall be quoted considering the manpower, materials, diesel, maintenance and all taxes and other materials, other than Goods & Service Tax (GST) on vehicle hire charges. No escalation in the rates except variation in diesel price will be given to the contractor due to any reasons whatsoever in nature.

Note: If the Diesel price increases/decreases, the additional/deducted rate shall be calculated on the basis of 12 km/litre. The increase/decrease in diesel price shall be considered for the number of kilo-meters for which the vehicle is used. For the purpose of diesel escalation, frozen rate of diesel will be the rate of diesel as on the date of opening of Technical Bid. An example in this regard is as under:

For example: Per Ambulance/per month kilo-meters fixed by the GMDC are 3000

Actual use of kilo-meters per Ambulance/per month is 2400

Rate of diesel on the date of opening of technical bid is Rs. 50/liter

New rate of diesel (Average Rate of Diesel for that particular Month) is Rs. 52/litre

Difference of diesel price is Rs. 2/-

Calculation: If the Ambulance runs on an average of 12 kilo-meters per litre, it requires 250-litre diesel for 3000 KM.

New Rate of Diesel will be the average rate of diesel of that particular month.

However, if it is used for 2400 kilo-meters then average consumption of diesel comes to 200 litre. Accordingly, after calculating the difference of Rs. 2/- per kilo-meters, GMDC requires to make additional payment of Rs. 400. (This calculation shall be applicable for both the cases of increase or decrease).

Payment of allowances to the driver in case the vehicle is sent out of State of Gujarat.

In case the vehicle is sent out of the Gujarat, the driver shall be paid Rs. 100/- for 6 to 12 hours and for more than 12 hours Rs. 200/- shall be paid. Driver shall not be paid overtime.

5. Running of Vehicle and Its Maintenance

- a. The contractor shall be responsible for carrying out required maintenance and to fit spare parts in the vehicle in order to run the vehicle in good condition.

- b. The contractor shall bear all the costs to run the vehicle such as fuel, oil, salary of drivers, para medical staff, bonus, maintenance and premium of third party insurance and other necessary expenses.
- c. The contractor shall maintain required registers for mines safety/factory and follow all rules and shall bear the cost thereof as per law.
- d. The contractor shall pay all duties such as Goods & Service Tax (GST), road tax and all other tax for each vehicle and shall have valid accidental insurance policies for all the vehicles and shall produce details and receipts of payments of premiums thereof.
- e. In case due to any of the reasons if the contractor fails to provide the vehicle for any number of days in a month, one and half times rent for such number of days shall be deducted from the bill of that month.
- f. In the event of breakdown/accident during the shift hours or the contractor withdraws back his vehicle due to any of the reasons; in such case the contractor at his own cost shall make alternate arrangements. Failing to do so, the GMDC shall make alternate arrangement itself on behalf of the contractor and cost thereof shall be recovered from the bill of the contractor. Making alternate arrangement becomes the primary responsibility of the contractor.
- g. It is necessary to have insurance policies for all the vehicles. In case of accident, the contractor shall be responsible for all types of compensation and shall also bear court/legal expenses arising out of the same.
- h. The contractor is under an obligation to adhere all the provisions and rules of Contract Labour and Provident Fund. Moreover, the Contractor shall have to adhere to the laws like Mines Act, Factories Act, Employees Provident Fund Act, Minimum Wages Act, Motor Vehicles Act, Payment of Wages Act, Payment of Bonus Act, Employees Compensation Act, etc. The above list is not exhaustive. Further the contractor shall have to maintain all the required statutory registers and submit the returns before stipulated time. Any change and/or variation and/or introduction of new law shall be made applicable to the contractor.
- i. In case of damage to the property of the GMDC, injury or loss of life due to accident during the continuation of contract period, the contractor shall be liable for the total payment towards damages or compensation.
- j. The contractor, getting work order, shall fix a board superscripting "On Duty GMDC" (along with the logo of the GMDC) on the vehicle.
- k. The contractor shall take due care with regard to proper dressing of the driver while the driver is on duty. Further with regard to uniform of the driver, the contractor is under an obligation to follow the direction issued by the Statutory Authority.

6. Maintenance of Log Book

Driver of each vehicle shall maintain records of kilometer readings and log book for the same shall be filled on day to day basis. Reading of start meter and end meter shall be noted in log book and the driver shall obtain signature of the officer authorized for the same on daily basis.

The concerned driver shall ensure that Milometer of vehicle is in working condition and shall get it repaired immediately in case of fault, if any, in the same and the officer authorized in this behalf shall be informed immediately. In case of non-working of speedometer, the number of kilo-meters certified by the Project Officer shall be accepted.

The place of parking shall be decided by the Contractor to park the vehicle after completion of the official duty. Payment of running vehicle from the place of parking to the place of duty shall not be paid, meaning that this cost shall be borne by the contractor. The driver deployed shall have valid driving license.

7. Running of Kilo-meters

In case the vehicles run more than the monthly kilo-meters prescribed, the payment for those additional kilo-meters shall be made at the end of every three months as per the rate quoted in the tender and on completion of three months the number of unused kilo-meters remained credit during these three-month period shall be adjusted against use of such additional kilo-meters.

For example:

Month	Minimum Monthly K.M. fixed per Ambulance	Actual monthly K.M. used per Ambulance	For appropriation of kilo-meters
March	3000	2700	Payment for the kilo-meters prescribed
April	3000	3200	Payment for the kilo-meters prescribed
May	3000	3300	Payment for the kilo-meters prescribed plus for 200 kilo-meters used additionally shall be adjusted in the bill for the month of May
Total	9000	9200	

8. Providing additional Ambulance

In case of need of additional ambulance by the GMDC during the currency of the contract, the contractor shall have to provide the additional ambulance in accordance with the agreed terms and conditions of the tender. If the contractor is not in a position to provide additional ambulance in time limit, the GMDC shall have powers to hire vehicle from other source/s.

9. LIQUIDATED DAMAGES (L.D.)

In case due to any of the reasons if the Successful bidder fails to provide the ambulance for any number of days in a month, one and half times of finalized rate for such number of days shall be deducted from the bill of that month as liquidated damages.

10.

OBLIGATIONS

STATUTORY

- 10.1** That the Successful Bidder shall pay wages and benefits in accordance with the applicable laws and shall not pay less than as notified by the Government Authorities from time to time and shall maintain the employment records as required under applicable laws.

- 10.2 That the Successful Bidder shall get his own License under Contract Labour (Regulation and Abolition) Act. It shall be binding to get the same renewed from time to time and shall maintain all the records as per the act.
- 10.3 That the Successful Bidder shall be responsible to enroll his employees, deduct, add and deposit in the relevant accounts the contributions as required under the Employees State Insurance Act, 1952 and the Employees Provident Funds and Miscellaneous Provisions Act 1952 and any other enactment's covered under the various applicable labour laws as well as maintain all books of records for the staff and employees deputed by it for this contract such as required under any laws applicable. The Successful Bidder shall also furnish a copy of such statements as documentary proof to the GMDC.
- 10.4 That if the Successful Bidder is not covered under the Employees State Insurance Act, 1952 then it shall be the duty of the Successful Bidder to take appropriate insurance cover under the Workmen Compensation Act and take Group Personal Accident Policy for all the employees deputed at the project site.
- 10.5 The Successful Bidder has to issue to the employee's Identity card with their photos and shall also maintain relevant register.
- 10.6 That the Successful Bidder shall give leave/holiday to its workforce as per the provisions of labour laws applicable.
- 10.7 That the Successful Bidder would obey with all applicable laws and maintain all such necessary records as necessitated under such enactments.
- 10.8 If any amount becomes payable by GMDC as a result of any claim or application in terms of the provisions or non-compliance of provision of the any Acts and the Rules and Regulations, By-laws or the Orders made there under, applicable from time to time, such amounts shall be recoverable from the Successful Bidder for which GMDC will not be responsible for any compensation.
- 10.9 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.
- 10.10 The Successful Bidder shall comply with other statutory provisions of Law.

11.

LAWS,

REGULATIONS AND PERMITS AND RULES MADE THERE UNDER

- 11.1 The Successful Bidder shall comply with all applicable laws, ordinances, approved standards, rules and regulations, and shall procure all necessary municipal and governmental permits, licenses and inspection and shall pay all fees and charges in connection with the items covered by the contract. The Successful Bidder shall serve GMDC harmless as a result of any in factions thereof. Successful Bidder will be solely liable for all non-compliances.
- 11.2 The following are some of the major Government of India Acts and Regulations to be complied with by the Successful Bidder. The List is illustrative and not exhaustive.
 - 11.2.1 The Motor Vehicles Act of 1988 and subsequent Amendments thereto and Rules framed thereunder

- 11.2.2 The Minimum Wages Act, 1948
- 11.2.3 The Employees Compensation Act 1923 and Amendment Act 2010
- 11.2.4 The Payment of Wages Act 1936 and Amendment Act 2012
- 11.2.5 Payment of Bonus Act 1965 and Amended up to date
- 11.2.6 Contract Labour Regulations & Abolition Act 1970

12. 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.

15. BANKRUPTCY ETC.

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

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.

16. CANVASSING NOT PERMITTED

- 16.1 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 (Project) Lignite Project, Umarsar, if he desires, but personal and oral representations are not permitted.
- 16.2 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.

17. 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.

18. ARBITRATION

All questions, disputes, differences whatsoever which may at any time arise 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 Umarsar only. The Language of the Arbitration shall be in English only

19. GOVERNING LAW

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

20. 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 Nakhatrana only.

21. PROVISIONS RELATED TO INSURANCE

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

21.2 The Successful Bidder shall, at all times during the pendency of the Contract, indemnify the GMDC against all claims, damages or compensation under the provisions of the Employee's Compensation Act and shall take insurance policy covering all risk, claims, damages or compensation payable under the Employee's Compensation Act or under any other law relating thereto.

21.3 The Successful Bidder shall ensure that the insurance policy/policies are kept alive till full expiry of the Contract by timely payment of premiums and shall not be cancelled without the approval of the GMDC. The cost of premiums shall be borne by the Successful Bidder and it shall be deemed to have been included in the tendered rate.

21.4 In the event of the Successful Bidder's failure to effect or to keep in force the insurance referred to above or any other insurance which the Successful Bidder is required to effect under the terms of the Contract, the GMDC may effect and keep in force any such insurance and pay such premium/premiums as may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due by the Successful Bidder.

22. TRAVELING, LIVING AND OTHER EXPENSES

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

23. NON FULFILMENT OF TERMS AND CONDITION OF THE CONTRACT

- 23.1 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.
- 23.2 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.
- 23.3 For any reasons, if it is required, the GMDC reserves right to cancel, terminate, amend and / or alter the contract and / or bifurcate and / or reduce the contract work at any time without giving any notice or reason to the Successful Bidder and without incurring any responsibility. For such cases, Successful Bidder shall have to take away his labour, tools, tackles, machinery, equipment etc. and shall leave the site at once or shall have to carry out the instructions of the GMDC.

24. ACCIDENT ETC. AND RESPONSIBILITIES OF BIDDER

- 24.1.1 The entire responsibility on account of any accidents, damage or personal injury which may occurred to any of the Successful Bidder's vehicles or his/its employees or any outside party shall be exclusively that of the Successful Bidder and no claim whatsoever shall be entertain by the GMDC on this account. The Successful Bidder shall keep the GMDC indemnified from all the consequence.
- 24.1.2 In the event of any breakdown or accident during the course of any operation, the Successful Bidder shall notify the facts to the Project Authority or any other officer immediately present there of such incidence and shall simultaneously make adequate remedial arrangements on his/its own cost and risk and as per the instruction of the Project Authority.

24.1.3 The Successful Bidder shall pay all claims, damages and compensation with cost arising out of or resulting there from to the third party(s) and in case the GMDC would be required to face any proceedings all to pay any amount on the aforesaid account, it shall be deemed to have been discharge on behalf of the Successful Bidder, the same amount shall be recovered from the Successful Bidder's bill or dues pending towards GMDC.

25. GENERAL CONDITONS

- 25.1 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.
- 25.2 All the staff members of the Successful Bidder shall carry Photo Identity Card while on duty.
- 25.3 In case of any Central/State Government directives regarding operation of ambulance and execution of work related thereto, the same shall have to be strictly adhered to and binding upon the Successful Bidder for implementation, for which GMDC will not be responsible for any compensation.
- 25.4 The Successful Bidder shall abide by the provision of the Motor Vehicle Act for vehicles. Any consequences arising out of non-compliance of said Provisions will be at the Successful Bidder's sole risk and cost, for which GMDC will not be responsible for any compensation.
- 25.5 To meet the exigencies arising out of natural calamities or disaster or during any emergency, GMDC reserves the right to take away any of the vehicles deployed at the project site with a mutually consented rate. A separate agreement will be made to this effect.
- 25.6 MD-GMDC is authorized to take suitable decision and action in case of requirement to amend/alter the contract conditions/quantities of the works/ extension of the contract period/allotment of additional works/revision of the rates of the work etc. if necessary in the interest of GMDC.

26. SUB-CONTRACT

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

27. COMPLETION OF WORK

- 27.1 Upon the Successful Bidder fulfilling the entirety of its obligations under the Contract to the satisfaction of GMDC and subject to terms and conditions of the Contract, it shall become eligible to apply for a Completion Certificate. The General Manger (Project) of concerned project of GMDC shall formally issue the Completion Certificate, after verifying from the completion documents and satisfying himself that the Works under the Contract have been completed in accordance with all the provisions of this Contract. The Successful Bidder, after obtaining the Completion Certificate shall become eligible to present the final bill for the Works executed by it under the Contract.

27.2 The Successful Bidder shall provide GMDC with any and all documents/records/proofs that may be demanded before issuance of Completion Certificate.

28. FORE CLOSURE

28.1 In case of any necessity arising due to local working conditions or any unforeseen reason not in the control of the GMDC or of the Successful Bidder, Committee comprising of representative of GMDC, Successful Bidder and Outside Expert from Technical and Financial background shall be constituted and Committee will look into the reasons/causes and analyze the conditions as to whether the work awarded is feasible to continue with the existing terms and conditions of the contract or any other available option or to Fore Close the contract in the interest of both the GMDC and the Successful Bidder.

28.2 If after study of the prevailing conditions of the contract under execution, committee recommends to Fore Close the contract keeping in view the financial implication to both the GMDC and Successful Bidder, guideline/Modality of the Fore Closure of the contract shall be decided by the committee considering the work executed and unexecuted, period of the contract completed and balance period of the contract, value of the work executed and value of the work unexecuted etc.

29. FORCE MAJEURE

29.1 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:

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

29.1.2 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.

29.2 The Successful Bidder will advise, in the event of his having resort to this clause by a registered letter duly certified by the statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition. In the event of delay lasting over two months, if arising out of Force Majeure, the contract may be terminated at the discretion of the GMDC.

29.3 For delay arising out of Force Majeure, the Successful Bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of force Majeure and neither company nor he 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.

29.4 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.

29.5 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.

30. 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.

31. 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.

32. Local Facilities and Services

- 32.1 The Successful bidder shall make arrangement to bring diesel/oil from the nearby petrol pump at his own cost.
- 32.2 No other facility shall be provided by the GMDC. The Successful bidder shall make all arrangement for residential, electricity, etc. at his own cost. However, the facility, if any, available shall be provided on cost recovery basis by way of separate agreement with the local administration. (not as a right)

33. Prior Approval for Maintenance/Repairing

As the contract for the above ambulance is covered under the necessary services, permission for carrying out repairing/maintenance shall be given for any of two days in a month with prior approval of the project authority. However, the successful bidder shall make his own arrangement to provide other ambulance during this period.

FORM - A**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-A (check list of documents enclosed with tender)	Yes / No
4.	FORM-B (Status of the Bidder)	Yes / No
5.	FORM-C-1 (Details of work carried out during the last seven years by the Bidder)	Yes / No
6.	FORM C-2 (Details of work carried out should be provided as per FORM C-2 provided in the tender Document)	Yes / No
7.	FORM C-3 (Details of Bidder as per the format provided in Form C-3 of the Tender Document)	Yes / No
8.	Declaration of not Black listed as per the format provided in Form G of the Tender Document	Yes / No
9.	Undertaking of Genuineness of Document as per format provided in FORM H of the Tender Document	Yes / No
10.	CA Certificate of Net worth and Turnover as per format provided in FORM I of the Tender Document	Yes / No
11.	Undertaking of Indemnity as per format provided in FORM J of the Tender Document.	Yes / No

12.	Declaration of site visit as per format provided in FORM K of the Tender Document.	Yes / No
13.	Declaration of unconditional offer as per format provided in FORM L of the Tender Document.	Yes / No
14.	Declaration regarding unconditional acceptance of all the terms and conditions of the Tender documents per format provided in FORM M of the Tender Document	Yes / No
15.	Power of Authority to sign the documents (Duly Notarized on Stamp paper of Rs. 300)	Yes / No
16.	Copy of P.F. Registration details	Yes / No

PRICE BID

1	Online Price bid submission in Form 'AA'	Yes / No
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FORM - B**STATUS OF THE BIDDER**

Particulars	Details
Name of the Bidder:	
Address :	
Registered office :	
For correspondence :	
Telephone No.	
Fax No.	
E-mail Address	
Attested copies of Deeds, Articles of association to be enclosed	
Name of person holding power of attorney (Attested copy of power of attorney to be enclosed)	
Names of Partners with their Present and permanent address	

Name of Bankers with full address and Telephone No& Bank Account Details	
PAN of Bidder	
GST Registration No. of Bidder	
PF Registration No.	

FORM -C-1

DETAILS OF WORK CARRIED OUT DURING THE LAST SEVEN YEARS BY THE BIDDER

(Details to be submitted in line of Experience submitted in Form- C2)

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

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

Form - C-2

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

Bidder	Amount of single Work order in lakhs INR						
	Year 1 (Period)	Year2 (Period)	Year 3 (Period)	Year 4 (Period)	Year 5 (Period)	Year 6 (Period)	Year 7 (Period)

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

FORM - C-3

DETAILS OF BIDDER

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

FORM - F

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

To,
General Manager (Project)
Gujarat Mineral Development Corporation Ltd.
Lignite Project Umarsar, Post- Ghaduli
Taluka- Lakhpat, Dist- Kutch. Pin code- 370627
E-mail: Umarsar@gmdcltd.com

Name of Works:

- **The Work for Providing Ambulance at Lignite Project, Umarsar of GMDC.**

NO DEMAND CERTIFICATRE

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

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

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

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

Signature & Stamp of the Successful Bidder

Date:

Signature & Address of

Witnesses. 1. _____

2. _____

FORM - G

DECLARATION

(On letter head of the Bidder)

FROM:

DATE:

To,
General Manager (Project)
Gujarat Mineral Development Corporation Ltd.
Lignite Project Umarsar, Post- Ghaduli
Taluka- Lakhpat, Dist- Kutch. Pin code- 370627
E-mail: Umarsar@gmdcltd.com

Dear Sir,

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

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

Yours faithfully,

Signature and Stamp of the Bidder

FORM H

(FORMAT FOR AFFIDAVIT)

**A F F I D A V I T
UNDERTAKING REGARDING GENUINNESS OF DOCUMENTS
(On Non-Judicial Stamp Paper of RS 300/-)**

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

1. I/We are submitting Tender for the work _____ against
Tender No. _____
2. None of the Partners/Directors of our firm/Company 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 I

CERTIFICATE OF NETWORTH AND TURNOVER

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

1. Net Worth= Rs. _____ as on 31/3/2021.

2. Turn Over = Rs. _____ for the Year 2018-19.
Rs. _____ for the Year 2019-20.
Rs. _____ for the Year 2020-21.

Average Turnover of Rs. _____

3. Bidder is filing GST Return regularly.

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

FORM - J

UNDERTAKING OF INDEMNITY
(On Letter head of the Bidder)

To,
General Manager (Project)
Address _____

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 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 - K

DECLARATION ABOUT THE SITE VISIT
(On letter head of the Bidder)

Name of Works:

- **The Work of** _____.

We _____ hereby certify that we have visited the site 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 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 - L

DECLARATION OF UNCONDITIONAL OFFER
(On letter head of the Bidder)

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

SIGNATURE OF THE BIDDER WITH SEAL.

Dated

FORM - M

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

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

SIGNATURE OF THE BIDDER WITH SEAL.

Dated

**GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED
PRICE – BID**

Form AA

Name of Work: **For providing Ambulance at Umarsar projects of Gujarat Mineral Development Corporation Limited in Gujarat State**

Online Tender No.: TENDER NO. GMDC/UMR/ 03 /2022-23

S r. N o.	Details of Vehicles	Name of the Project with Number of Ambulance.	Monthly Fix KM/Ambu lance.	Working Hours	Number of Ambulance	Fix Rate of Monthly KM/Ambulance/ Per month Rs. (excludingGST)	Rate of per extra KM for Minimum KM Rs.
1	2	3	4	5	6	7	8
1.	As per Specification provided in Chapter -V Point No.2 of the Tender Document,	Lignite Project ,Umarsar Ambulance - 01 No.	3000 K.M	24 Hours	01	Rs._____/- Amt. in word:-	Rs._____ / per K.m Amt in word:

Note:

Please note the grand total of the rate quoted in column (7), will be taken as the base rate for deciding the lowest bidder (L1), if bidder is technically qualified. However, the rate for extra kms (as per column no. 08) shall be the lowest figure portrait amongst all prospective qualified bidders and hence, L1 bidder shall have to assess the price. No part quantity offering will be accepted. It is compulsory to quote the rate for the ambulance at Umarsarproject only in order to qualify in tendering process. The rate quoted should in no case be the conditional and the offer must include all charges like Diesel Cost, Driver, Maintenance, road passing, RTO, Insurance, any other charges/taxes/duties associated and other incidental expenses with running of the Ambulance except the toll taxes which would be reimbursed by GMDC on production of the original receipt. During the period of contract, if any new tax is imposed by the Government, the same shall be reimbursed by GMDC upon submission of original receipt as a proof of depositing with the Government by the Contractor.

The rate quoted at Column No. 7shall be excluding GST.

Signature& Seal of Bidder