



Gujarat Mineral Development Corporation Limited

RFP Document For

Comprehensive Operation and Maintenance Contract FOR VRF Heating, Ventilation, and Air conditioning (HVAC) System AT CORPORATE OFFICE BUILDING, GMDC, AHMEDABAD

RFP Number GMDC/MM/COB-HVAC-01/22-23

**General Manager (BD-Cell)
Gujarat Mineral Development Corporation Ltd.
(A Govt. Of Gujarat Enterprise)**

CIN : L14100GJ1963SGC001206, GST : 24AAACG7987P1ZT

Khanij Bhavan, 132' Ring Road, University Ground, Vastrapur, Ahmedabad 380 052

☎EPABX :079-27913501, 27913200

E-mail : bdcell@gmdcltd.com, sdbhandari@gmdcltd.co.in, Website : www.gmdcltd.com

**GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED
(A Government of Gujarat Enterprise)
CIN: L14100GJ1963SGC001206**

**Khanij Bhavan, Nr. University Ground, 132ft. Ring Road, Vastrapur, AHMEDABAD 380 052, Gujarat, India PHONE:
(079) 2791 3200 / 3501 Web: www.gmdcltd.com E-Mail : bdcell@gmdcltd.com**



Contents

Cl. No.	Particulars	Page No.
1.	Purpose of the Document	8
2.	About GMDC	8
3.	Location of Work	8
4.	General Instructions to Bidder	8
4.1	Cost of Bidding	8
4.2	Due Diligence	8
4.3	Clarification of Bidding Documents	9
4.4	Amendment of Tender Document	9
4.5	Contact Details	9
4.6	Language of Bid	9
4.7	Late Bids	10
4.8	Right to Accept Proposal	10
4.9	Site Visit	10
4.10	Period of Validity of Bids	10
4.11	Sub Contract	11
4.12	Consortium / Joint Venture	11
4.13	Change in Law	11
4.14	Interpretation	11
4.15	Declaration	11
5.	Earnest Money Deposit	12
6.	Tender processing Fee	12

GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED
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7.	Security Deposit	13
8.	Procedure for Submission of the Bid	14
9	Eligibility and Qualification Criteria of Bidder	15
9.1	Human Resource	15
9.2	Experience	15
9.3	Financial	17
9.4	Site Visit Certificate	17
9.5	Blacklisting of the Bidder	17
10.	Scope of Work	17
11.	Approach & Methodology	20
12.	Period and Duration of Work	21
13.	Liquidated Damages (LD)	22
14.	Insurance	23
15.	Goods & Service Tax	24
16.	Running Account Bill	24
17.	Mode of Payments	24
18.	Evaluation of Bids	25
18.1	Completeness of Bids	28
18.2	Tender Clarifications	28
18.3	Rejection of Bids	28
18.4	Opening of Bids	28
18.5	Selection of Bidder	28
18.6	Negotiation	29
18.7	Acceptance of LOI	29



19.	Statutory Obligations	29
20.	Bankruptcy	31
21.	Notice	32
22.	Canvassing Not Permitted	32
23.	Non Fulfillment of Terms And Condition of The Contract	32
24.	Termination of Contract	33
25.	Governing Law	33
26.	Jurisdiction	33
27.	Arbitration	33
28.	Completion of Work	34
29.	Accident and Responsibilities of Bidder	34
30.	Foreclosure	35
31.	Force Majeure	35
	Annexure – A, Instruction to Bidders for Online Tendering	37
	Annexure – B List of Banks for submission on EMD& Bank detail for RTGS	38
	Annexure – C List of Equipments of AC Plant	41
	FORM – PA to PG	43
	PRICD BID FORM – PP	50
	Format of Bank Guarantee for SD	51



TENDER NOTICE

RFP NO. GMDC/MM/COB-HVAC-01/22-23

Brief Description of work	Comprehensive Operation and Maintenance contract of Heating Ventilation and Air conditioning system(HVAC) at corporate office
Location of Work	The Work to be carried out at GMDC CORPORATE OFFICE Khanij Bhavan, 132 Feet Ring road, University Ground Vastrapur ahmedabad-380054.
Period of contract	The period of contract will be of Three Year from the date of acceptance of LOI. However period of contract may be extended on the same terms and conditions of the contract subject to the entire satisfaction of GMDC.
Estimated Contract Value	Approximately Rs. 36,10,170/-(Rupees Thirty Six lacks Ten Thousand one hundred seventy only) for total work excluding GST.
Availability of Tender	Tender Document will available on the GMDC website (www.gmdcltd.com) and nprocure portal (https://gmdc.nprocure.com). Price Bids shall be required to be submitted online only on the nprocure portal (https://gmdc.nprocure.com).
EMD (Earnest Money Deposit)	Rs. 1,08,305/- (Rupees One Lakh Eight Thousands Three hundreds and five only) in Form of <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-I 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 in the attached documents. RTGS details for payment (Annexure-B) ICICI Bank, Ahmedabad Branch, Ahmedabad Account Number: 002405019379➤ IFSC: ICIC0000024 <i>Relaxation in terms of submission of EMD shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of Tender.</i>

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Tender Processing Fee	<p>Rs.2500/- (Two Thousand Five Hundred only) plus GST @ 18% aggregating to Rs.2950/- payable by Demand Draft/ Pay Order 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>
Commencement of tender	From - 15th July 2022
Last date for download the tender document.	5th August 2022 up to 18.00 Hours
Last date of submission of bid through online	5th August 2022 up to 18.00 Hours
Last date of submission of physical documents i.e. EMD, Tender Processing Fee etc.	5th August 2022 up to 18.00 Hours at Corporate Office, GMDC, Ahmedabad
Date and time for online opening of preliminary bid.	6th August 2022 up to 18.00 Hours
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.comonly. Physical price bid shall not be accepted and shall be rejected summarily without assigning any

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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 to select a successful bidder which would be responsible for the Comprehensive Operation & Maintenance Contract for Heating, Ventilation, and Air Conditioning (HVAC) System.

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

3. Location of Work

The work to be carried out at GMDC CORPORATE OFFICE Located at –Khanij Bhavan, 132 Feet Ring road, University ground Vastrapur ahmedabad-380054.

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

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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/nprocure website and all such amendments shall be binding on the Bidder without any further act or deed on GMDC LTD part. In the event of any amendment, GMDC LTD reserves the right to extend the deadline for the submission of the bids, in order to allow prospective Bidder reasonable time in which to take the amendment into account while preparing their bids. GMDC LTD may at its sole discretion, extend this deadline for submission of bids by amending the bid documents.

4.5 Contact Details

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

General Manager (BD-Cell)
Gujarat Mineral Development Corporation Ltd.
Khanij Bhavan, 132' Ring Road, University Ground,
Vastrapur, Ahmedabad 380 052
☎EPABX: 079-27913501, 27913200 Extn.No:1762
E-mail:bdcell@gmdcltd.com,sdbhandari@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

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English Language. Supporting Documents and Printed Literature furnished by the Bidder may be in another Language provided the same are accompanied by an accurate translation in English Language.

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 Site Visit

4.9.1 Bidders advised to visit at GMDC CORPORATE OFFICE Located at -132 Feet Ring Road, University Ground Vastrapur Ahmedabad-380054 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.

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

4.10 Period of Validity of Bids

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



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

4.11 Sub Contract

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

4.12 Consortium / Joint Venture

Consortium / Joint Venture are not allowed.

4.13 Change in Law

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

4.14 Interpretation

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

4.15 Declaration

The Bidder should submit the declaration regarding unconditional acceptance of all the terms and conditions of the Tender document including Annexure and corrigendum if any and it has not enclosed any conditional offer as per FORM D provided in the Tender Document.

4.16 GMDC is authorized to take suitable decision and action in case of requirement to amend/alter the contract conditions/quantities of the works/ extension of the contract



period/allotment of additional works/revision of the rates of the work etc. if necessary in the interest of GMDC.

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

5. Earnest Money Deposit

A non-interest bearing Earnest Money Deposit Rs. 1,08,305/- (Rupees One Lakh Eight Thousands Three hundred and five 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 favor of GMDC for a period of not less than 6 (six) months from the last date of submission of bid and shall be renewed from time to time in case of requirement.

OR

- Bank Guarantee issued by banks approved by Govt. Of Gujarat from time to time (except Co-Operative bank) in the form and manner acceptable to GMDC (Govt. GR is annexed at “B” for approved bank). It should be valid for a period of not less than 6 (six) months from the last date of submission of bid.

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. 2500/- plus GST @ 18% (Rs. 450) aggregating Rs 2950/- 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 10 days from the date of receipt of LOI in any one of following form

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

OR

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

OR

- Bank Guarantee issued by banks approved by Govt. Of Gujarat from time to time (except Co-Operative bank) in the form and manner acceptable to GMDC (Govt. GR is annexed at “B” for approved bank). It should be valid for a period of not less than 18 (Eighteen months) from the date of receipt of LOI and shall be renewed from time to time in case of requirement.

OR

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

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

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- 7.4 The Successful bidder shall obtain “No Dues Certificate” and “Site Clearance “certificate to this effect from the General Manager [BD-Cell] / Project-in-Charge and shall submit the same to the General Manager [BD-Cell] at HO, who after verification of the fact will arrange for refund of SD.
- 7.5 The SD deposited by the Successful bidder may be forfeited if the successful bidder fails to adhere to fulfill the conditions of work order.
- 7.6 Security deposit shall not bear any interest under any circumstances. Security Deposit is a measure of liquidated Damages sustained by GMDC for not providing the manpower, tools and tackles as required as per the contract.
- 7.7 GMDC will reserve the right to recover the charges or the liquidated damages from the Security Deposit in the following circumstances-
- 7.7.1 If the successful bidder or its employees causes any damage or destroy any property belonging to GMDC.
- 7.7.2 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.
- 7.7.3 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 processing Fee),
- 8.3.2 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 annexure “A” for e-submission of the bids online through n-procure.



8.6 Documents should be submitted as per check list given in form “PA” through ‘off-line’ in the sealed cover super-scribed as “Technical Bid for Tender Number GMDC/MM/COB-HVAC-01/22-23 and Name of work: “Comprehensive Operation & Maintenance Contract for Heating, Ventilation and Air Conditioning system (HVAC)”. Bids must be submitted as per the schedule (date & time) indicated in tender notice.

9. Eligibility and Qualification Criteria of Bidder

9.1 Human Resources:

The Bidders as on date of Bid submission, must have adequate qualified and experience personnel in their team. Following Key Personal CV should include as part of Bid evaluation process.

Sr. No.	Designation/Role	Minimum Basic Qualification	Area of Expertise/past experience
1	Team Leader	BE/Diploma in Mechanical / Electrical or standard Engineering Discipline from reputed University and/or air conditioning related any courses	Min 15 years+ experience in engineering/relevant industries and minimum 10 years experience in Air conditioning System.
2	Team Member	BE/Diploma/ITI in Mechanical / Electrical or standard Engineering Discipline from reputed University and/or air conditioning related any courses	Min 7 years+ experience in engineering/relevant industries and minimum 5 years experience in Air conditioning System.
3	Team Supporter staff cum operator	Diploma/ITI in Mechanical / Electrical or other Discipline from reputed University and /or Air conditioning related any courses	Min 3-5 years of Experience in air conditioning system.

9.2 Experience

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):

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A. Three similar completed works each having amount of Rs 14,44,068/- (Rupees Fourteen Lakh forty four Thousand sixty eight only) or more during last 7 (seven) years.

OR

B. Two similar completed works each having amount of Rs 18,05,085/- (Rupees Eighteen Lakh five Thousands eighty five Only) or more during last 7 (seven) years.

OR

C. One similar completed work having amount of Rs 28, 88,136/- (Rupees Twenty eight Lakh Eighty eight Thousands one hundred and thirty six Only) or more during last 7 (seven) years.

Similar works means the Bidders should have experience in,

- Design, engineering, supply of equipment, supervision of erection & commissioning of Heating, Ventilation and Air conditioning system (HVAC) and carried out under the single LOI/Work Order/Agreement. **OR**
- AMC of Heating, Ventilation and Air conditioning system (HVAC) and carried out under the single LOI/Work Order/Agreement. **OR**
- ARC of Ventilation and Air conditioning system (HVAC) and carried out under the single LOI/Work Order/Agreement. **OR**
- Comprehensive Operation & maintenance contract of Heating, ventilation, and air conditioning (HVAC) System and carried out under the single LOI/Work Order/Agreement.

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



9.3 Financial

9.3.1 Bidder must have an average positive Net Worth for last for financial year of 2019-20, 2020-21 and 2021-22.

9.3.2 Bidder must have a Minimum Average Turnover of Rs 50 Lakhs/- (Rupees Fifty Lakhs Only) for financial year of 2019-20, 2020-21, 2021-22.

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

9.4 Site Visit Certificate

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

9.5 Blacklisting of the Bidder

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

10. Scope of Work

Operation and maintenance of VRF HVAC system consists of Outdoor units and Indoor units, Air-handling units (AHU) to ensure their proper functioning without Interruption/break down. All Equipment mention in Annexure-C shall be maintained in healthy condition.

Following work is Included in the Operation and maintenance contract of VRF HVAC System:

Contract shall include the Operation, Maintenance & Periodic servicing of package type air-conditioner units and attending the breakdown equipment including providing and fixing of any components/spares of the machine (including of cost).i.e. Starting capacitor, running capacitor, thermostat, over load relay, selector switch, indicator, control circuit, remote, nuts, bolts, screws, motor capacitor, rewinding/repair of AHU/blower/outdoor fan motor, repairing/replacement of blower, brazing of coils if leaking, part wiring or complete wiring of package type air-conditioner units(internally), supplying and Charging of refrigerant, providing and replacement of compressor with manufacturer, drainage water pipe, painting of machine including cover using synthetic enamel paint of suitable colour etc. to ensure that air-conditioner units function in proper way. Rest



all the parts are included in Comprehensive Operation and maintenance contract. Equipment mention in Annexure C shall be maintained in healthy condition.

A. Work to be carried out Daily Basis:

1. Daily Routine operation of VRF HVAC system:

Provide efficient operation continuously from 8:00 a.m. to 8:00 P.M. including Sunday/holidays at corporate office, Ahmedabad or time decided by EIC. Day-to-day routine operation of the VRF HVAC systems i.e. Start/stop of all floor AHU system, temperature setting, error checking etc.

2. Routine checking and general servicing of VRF HVAC system, which shall include.-

Checking of the complete refrigeration system in all units.

Checking of all Electrical Panels.

Checking of the motors and starters.

Checking of the operating controls.

Tightening of all electrical contacts if required.

Reporting the condition of the VRF HVAC equipments to the EIC of the GMDC, corporate office building, Ahmedabad and causes for such damages and carrying out all maintenance that may be required.

3. Daily operation reports submit to EIC in prescribe format to incorporate all equipment status and maintenance activity.

4. Checking of filters, strainer of evaporator coils, if required cleaning for trouble free operation.

5. Routine cleaning & maintaining of all utility equipment for trouble free operation.

6. Routine checking of all AHU, FCU, outdoor units and settings of panel temperature controls, operating controls, safety controls and lubricating system to ensure optimum performance and reliability.

7. Routine checking of all electrical controls and components (switches, timer, relays, starters etc.) for all utility equipment in electrical panel.

8. Attend break down equipment immediately for trouble free smooth operation along with required spares & consumable. The Bidder has to submit maintenance report to EIC of day to day activities regarding all defects.

9. Debris shall be cleared from the working area after completion of the works on daily basis.



10. All works carried out with required PPE (safety shoes, helmets, safety mask, gum boot, hand gloves, safety belts etc) to avoid any kind of incident/accident shall be in bidder's scope.

The bidders will maintain Record books/report in which the entry of having given such service, the date, time and work carried out / replacement of spares if any, etc. and the same will be countersigned by the EIC with his representative.

B. Work to be carried out Monthly Basis:

1. Cleaning all filters of all the air-conditioner units to conserve the energy and checking of current drawn by each AC to know the healthy condition.
2. Checking of gas pressure of compressors for smooth operation and fill up refrigerant if required.
3. Washing of outdoor units condenser coil for maintain healthy condition.
4. Preventive maintenance carried out for all equipment and submits monthly report.

C. Work to be carried out Yearly Basis:

1. All equipment completes overhauling with washing and cleaning.
2. All equipment required spares replacement i.e. suction filters, cable lugs, refrigerant, blower, fans, cover etc..
3. Painting of each equipment in complete including cover of the machine with synthetic enamel paint of suitable color as required, minor repair of body and cover if needed to be done

Specific Scope of work for Maintenance of VRF HVAC system:

1. The bidders shall ensure a visit by the Maintenance Engineer on weekly basis or as and when required.
2. The entire component required for replacement will be of manufacturer's make only, if manufacturer not provide the same component than intimation to GMDC for temporary alternate arrangement.
3. The breakdown maintenance call shall have to be attended within four hours and the machine will have to be set functional within twenty-four hours, failing which the firm has to arrange for the alternative system till it is repaired / available.

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4. The works are required to be carried out at height and/ or in confined space as per site situation.
5. Lifting and shifting, replacement of Ac equipments, tools and tackles etc. shall be in bidder's scope.
6. The successful bidder shall arrange PPE (safety shoes, helmets, safety mask, gum boot, hand gloves, safety belts etc), which is required to carry out maintenance work.
7. The successful bidder shall arrange operation and maintenance manpower as and when required even after normal working hours in immediately, which is required to carry out departmental works.
8. In case any part is found beyond repairs, the same shall be reported to Engr. in-charge and replaced by the Contractor for trouble free operation of the system.
9. During overhauling of Air conditioning system bidder has to mobilize separate skilled manpower with qualified supervisor immediately as per EIC. Work should be carried out as per the instruction of engineer in charge round the clock / Sunday/ holiday with utmost care & to be executed within stipulated time.
10. For routine and unforeseen job rates quoted shall include cost of all Spares, consumables, supervision, tools and tackles, transport, taxes, and levies if any etc. and such other cost as are not specifically mentioned herein but will be incurred by the contractor for the satisfactory and timely completion of the work.

First servicing of all equipment/systems is to be done after issue of LOI and completed within 15 days. During the 1st servicing complete system checking /normalize and painting is to be done.

The contractor will hand over all the Air conditioning system in satisfactory running condition after completion of the contract.

Note: For the above Operation and maintenance, any or all Spares/Services/ consumables/ material, tools & tackles, plant instruments, electrical components etc. needed are to be arranged by the bidders at his own cost. GMDC will not provide anything to the bidders.

11. Approach & Methodology:

Bidders to be accompanied by brief in PPT/word format. This to be followed up with presentation to leading to final evaluation based on the following criteria:

- Understanding and experience of Heating, Ventilation and Air conditioning (HVAC) system.

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- Experience pertaining to Design, Engineering, Supply & installation of Heating, Ventilation and Air conditioning (HVAC) system.
- Experience pertaining to Samsung Make operation and maintenance of Heating, Ventilation and Air conditioning (HVAC) system.
- Given the industry status, best practices and objectives of GMDC and what is the suggested best fit approach and methodology for GMDC for Comprehensive Operation and Maintenance of Heating, Ventilation and Air conditioning (HVAC) system.

12. Period and Duration of Work

- 12.1** The duration of the contract is for a period of Three Years from the date of acceptance of LOI. However, period of contract may be extended with mutual agreed terms and conditions of the contract subject to the requirement and entire satisfaction of GMDC.
- 12.2** In case of any reason including adverse working conditions during execution of the contract that may compel suspension/closure of the contract, GMDC shall be at liberty to conclude/postpone/complete/terminate/foreclose this contract. No compensation or payment shall be made on account of afore-stated events. Decision of GMDC in this regard shall be final and binding to the Successful Bidder.
- 12.3** 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.
- 12.4** All the activities arising under the scope of the works shall be complied with various statute/laws/Rules/Regulations etc. including Environmental laws and if the Successful Bidder fails to comply the laws; it will be done at the risk and cost of the Successful Bidder and expenses will be recovered from RA Bills of the Successful Bidder.
- 12.5** The Successful Bidder shall submit a daily report of deployed manpower in the format as provided by GMDC EIC. The Successful Bidder shall submit a weekly report of tools and tackles and status thereof to the GMDC E-I-C.



12.6 The Successful Bidder shall have to follow all safety norms. The Successful Bidder shall be responsible for safety of equipments and plants. If any damages occur then the Successful Bidder shall be responsible for repairing the damages made to the equipments and plant of GMDC and compensate for the cost of damages.

13. Liquidated Damages (LD)

13.1 If the Successful bidder fails to start the work from the date of acceptance of LOI, liquidated damages @ Rs.5,000/- per day shall be liable, for a maximum period of 10 days. If the Successful bidder fails to start work even after 15 days, the GMDC will be free to forfeit the EMD and/or SD, or both the EMD and SD.

13.2 The successful bidder has to carry out operation and maintenance of all Air conditioning systems as mentioned in scope of work section. If any job as mentioned in scope of work is not carried out in schedule period or not up to the satisfaction of GMDC, then liquidated damages equivalent to 10% of finalized rate per month shall be applicable and deducted from the running monthly RA bill of the successful bidder.

13.3 The successful bidder has to maintain all Air conditioning systems as mentioned in scope of work section and all equipments as per Annexure C. If any Air conditioning system is breakdown more than 24 hrs than Liquidated damage applied Rs. 2000/- per day shall be applicable and deducted from the running monthly RA bill of the successful bidder.

13.4 The successful bidder shall ensure that deployed manpower shall not go on strike in any case. In case any of the manpower goes on strike, for such period of strike, liquidated damages at the rate equivalent to five times of the per day rate shall be deducted from the monthly RA bill of the successful bidder.

13.5 All the activity under the scope of work should be carried out by successful bidder, if successful bidder fails to carry out the same than it will be carried out at risk and cost of successful bidder and same amount will be deducted from the monthly RA bill of the successful bidder.

13.6 Under any circumstances, GMDC shall not be liable to pay any compensation to the Contractor.



13.7 Maximum applicable Liquidated Damages: The upper ceiling for total liquidated damages for delay shall be maximum 10% of the Contract Price.

13.8 For calculation of LD, date of acceptance of LOI shall be the reference date.

14. Insurance

14.1 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.

14.2 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.

14.3 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.

14.4 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.



15. Goods & Service Tax

- 15.1** 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.
- 15.2** Bidders are requested to quote their rates without GST. GST will be paid/adjusted/reimbursed to the Successful bidder as per prevailing rates and rules to the extent directly related to the services rendered OR Goods supplied by the Successful bidder under the said contract subject to production of documentary proof and Successful bidder will mention the GST amount separately in the invoice/bill along with SAC/HSN Code under GST.

16. RUNNING ACCOUNT BILLS:

- 16.1** The Successful Bidder shall submit monthly Running account bills for the work executed during the period (a calendar month or a period not less than 30 days) within 7 days of the completion of the period for the works. However, in case of requirement, necessity or circumstances prevailing, if any, the period of the RA Bill may be more or less than 30 days. Running account bill shall be processed after execution of the work order only.
- 16.2** Payment of RA Bill -
Payment for the Work for the operation and maintenance of VRF HVAC system at corporate office building, Ahmedabad..
- 16.3** Monthly Running Account Bill shall be submitted to the office of the General Manager (BD-Cell), Corporate Office, Ahmedabad with following documents:
- 15.3.1. Duly Certified Date wise report for plants.
- 15.3.2. Check List.
- 15.3.3. Compliance of all law relevant with the work carried out by Contractor such as Labour and Factories Act etc.

17. MODE OF PAYMENT:

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

- 17.1** Income tax as per provision of Income Tax Act, and other Taxes (and surcharges) applicable in force from time to time.
- 17.2** Cost of any other services provided / material supplied plus 15% administrative charge, if any, by the GMDC.
- 17.3** Liquidated damages leviable as per clause No.12 of the Tender Document.



17.4 Other deductions, if any.

17.5 100% of the payable amount arrived after considering above deduction, will be paid by office of the G.M. [BD-Cell], within 30 days of submission of the bill along with its details.

18. Evaluation of Bids

The entire Bid shall be evaluated based on Quality Cum Cost Based System (QCBS) methodology as prescribed in subsequent clauses.

The Bid evaluation shall be first on Technical Score of max100, based on various coring criteria outlined as per following Table.

Sr. No.	Criteria of Assessment	Parameters	Maximum Marks	Criteria for assigning score
1	Experience in Design, engineering, supply of equipment, supervision of erection & commissioning for Samsung Make Heating, Ventilation and Air conditioning (HVAC) system	7 year	15	15
		5 year		12
		≥3 year		10
2	Design, engineering, supply of equipment, supervision of erection OR AMC OR ARC OR Comprehensive Operation & maintenance contract of heating, ventilation, and air conditioning(HVAC) System and carried out under the single LOI/Work Order/Agreement having order value more than Rs 25,00,000, during last 7 years	5 orders	25	25
		4 orders		20
		3 orders		15
		2 orders		10
		≥1orders		5
3	Design, engineering, supply of equipment, supervision of erection OR AMC OR ARC OR Comprehensive Operation & maintenance contract of heating, ventilation, and air conditioning(HVAC) System and carried out under the single LOI/Work	5orders	5	5
		4orders		4
		3 orders		3
		2 orders		2
		≥ 1 orders		1

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	Order/Agreement having order value more than Rs 25,00,000, during last 7 years of Samsung make HVAC system during last 7 years			
4	Average Annual turn-over of the company for last three financial years(in INR)	>100Lakhs	15	15
		>75Lakhs		10
		>50Lakhs		5
5	Proposed methodology and approach outlining a clear presentation and strong conceptual and analytical skills.	Company profile and local Presence	30	5
		Past Experience		10
		Work Plan approach & proposed methodology		10
		Adequacy and quality of recourses.		5
6	Proposed Team Member		10	
	Team Leader			5
	Team Engineer			3
	Team Supporter staff cum Operator			2
	Total Technical Proposal Score		100	

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.

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

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

Selection of successful Bidder shall be done as below:

- Technical bids will be opened after verification of receipt of payment towards RFP Processing Fee and EMD.



- After, meeting Eligibility Criteria (PQ), Responsiveness, Preliminary scrutiny of the Bid, the Technical Bid Evaluation shall be carried out.
- 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.
- A minimum of 60 marks out of 100 should be scored in the Technical Evaluation for the bid to be declared technically qualified.
- All technical qualified Bidders shall be ranked from highest to lowest on the basis of their technical score.
- The Financial Bids of only those Bidders who have obtained a technical score of 60 or more shall be opened.
- The financial evaluation of the proposal will be carried out after determining whether the Financial Proposals are complete, qualified and unconditional.
- 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:

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

Where in, F=Amount of Financial Proposal of the bidder

LFP= Lowest financial proposal

- Final Evaluation Proposals will finally be ranked according to their Technical Score (TS) and Financial Scores (FS) as bellow:
Combined Score (CS) = Technical Score (TS) x 0.70 + Financial Score (FS) x 0.30
Where CS is the combined score.
- The contract will be awarded to the Bidder who scores highest (H1) in Combined Score (CS).

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18.1 Completeness of Bids

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

18.2 Tender Clarifications

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

18.3 Rejection of Bid

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

18.4 Opening of Bids

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

18.5 Selection of Bidder

The contract will be awarded to the bidder who stands L1 in total price. The GMDC reserves its right to reject any or all tenders or split the job between more than one bidders without



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

18.6 Negotiation

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

18.7 Acceptance of LOI and Issuance of Work Order:

18.17.1 GMDC, on acceptance of the offer, will issue Letter of Intent to the successful bidder; who will be required to confirm its acceptance of the LOI within 10 days from the date of receipt. If he does not accept the LOI within stipulated time period, the amount of the EMD paid will be forfeited and necessary further actions may be initiated as may be deemed fit by the GMDC.

18.17.1 The Successful bidder shall have to submit the Security Deposit with within 10 days from the date of LOI. The Successful bidder shall submit the Security Deposit in the manner prescribed in this Tender Document after that issuance of work order. In case of failure to submit the security deposit, the amount of EMD will be forfeited and necessary further actions may be initiated as may be deemed fit by the GMDC.

19. Statutory Obligations.

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

19.2. That the Successful Bidder shall get his own License under Contract Labour (Regulation and Abolition) Act. It shall be binding to get the same renewed from time to time and shall maintain all the records as per the act.

19.3. That the Successful Bidder shall be responsible to enroll his employees, deduct, add and deposit in the relevant accounts the contributions as required under the Employees State Insurance Act, 1952 and the Employees Provident Funds and Miscellaneous Provisions Act 1952 and any other enactment's covered under the various applicable labour laws as well as



maintain all books of records for the staff and employees deputed by it for this contract such as required under any laws applicable. The Successful Bidder shall also furnish a copy of such statements as documentary proof to the GMDC.

- 19.4. That if the Successful Bidder is not covered under the Employees State Insurance Act, 1952 then it shall be the duty of the Successful Bidder to take appropriate insurance cover under the Workmen Compensation Act and take Group Personal Accident Policy for all the employees deputed at the project site.
- 19.5. The Successful Bidder has to issue to the employee's Identity card with their photos and shall also maintain relevant register.
- 19.6. That the Successful Bidder shall give leave/holiday to its workforce as per the provisions of labour laws applicable.
- 19.7. Every person deployed by the Successful bidder in a plant must wear safety gadgets to be provided by the Successful bidder.
- 19.8. Any statutory clearance, permission required for the work, its completion, commissioning shall be in bidder's scope.
- 19.9. The Successful bidder will be required to obtain License from the office of the Labour Commissioner for the required strength of labour, before commencement of work at site and the same shall be maintained updated and valid throughout the currency of the contract.
- 19.10. That the Successful Bidder would obey with all applicable laws and maintain all such necessary records as necessitated under such enactments.
- 19.11. The Successful bidder shall comply with other statutory provisions of Law. The Successful bidder shall comply with all applicable laws, ordinances, approved standards, rules and regulations, and shall procure all necessary municipal and governmental permits, licenses and inspection and shall pay all fees and charges in connection with the items covered by the contract. The Successful bidder shall serve GMDC harmless as a result of any in factions thereof. Successful bidder will be solely liable for all non-compliances. The following are some of the major Government of India Acts and Regulations to be complied with by the Successful Bidder. The List is illustrative and not exhaustive.

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



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

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

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

20. Bankruptcy

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

In the event of stoppage of performance under the contract, the period of option under this clause shall be decided by GMDC considering the situation, provided that the above option is not exercised, GMDC may terminate the contract by serving notice in writing to the Successful bidder. The power and provision so reserved to GMDC on taking of the work out of the Successful bidder's hands shall apply as far as they may be when the contract is so terminated.



21. Notice

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

22. 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 (BD-Cell) 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. Non Fulfillment 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.

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

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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. 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. 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.

27. 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.

28. Completion Of Work

28.1 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 (BD-Cell) 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.

28.2 Upon completion of Works under the Contract and before the application for the Completion Certificate, the Successful bidder shall clear the project of GMDC of all rubbish, dirt, structures, scrap, oily rags etc. Failure to clear the project may constrain GMDC to clear the said site at the risk and cost of the Successful bidder.

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

29. Accident and Responsibilities of Bidder

29.1 The entire responsibility on account of any accidents, damage or personal injury which may occurred to any of the Successful bidder's vehicles/ equipments or his/its employees or any outside party shall be exclusively that of the Successful bidder and no claim whatsoever shall be entertain by the GMDC on this account. The Successful bidder shall keep the GMDC indemnified from all the consequence.

29.2 In the event of any breakdown or accident during the course of any operation, the Successful bidder shall notify the facts to the GMDC 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 Corporate office Authority.

29.3 The Successful bidder shall pay all claims, damages and compensation with cost arising out of or resulting there from to the third party(s) and in case the GMDC would be required to face any proceedings all to pay any amount on the aforesaid account, it shall be deemed to have been discharge on behalf of the Successful bidder, the same amount shall be recovered half-an hour rest interval in between. The Successful bidder shall ensure that the attendance of all the supplied manpower shall be taken through biometric attendance machine.



30. Foreclosure

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

31. Force Majeure

31.1 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:

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

31.3 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.

31.4 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.

31.5 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.

31.6 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.



31.7 The Successful bidder or the GMDC shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/ or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time.

GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED
(A Government of Gujarat Enterprise)
CIN: L14100GJ1963SGC001206

Khanij Bhavan, Nr. University Ground, 132ft. Ring Road, Vastrapur, AHMEDABAD 380 052, Gujarat, India PHONE:
(079) 2791 3200 / 3501 Web: www.gmdcltd.com E-Mail : bdcell@gmdcltd.com



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 79- 4000 7300 Fax: +91 79 26857321, Toll Free: 7359021663

E-mail : nprocure@ncode.in

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

a. GMDC:

Contact Person: General Manager (BD-Cell)

Contact numbers: 079-27913200/3501 Ext No 1762

E-Mail: bdcell@gmdcltd.com; sdbhandari@gmdcltd.co.in

b. GNFC:

Contact Number: 079- 26857316/17/18

E-Mail: nprocure@gnfc.net

GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED

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Annexure "B"

Annexure I.

Finance Department, GR. No.: EMD/4/2022/0002/DMO

Date: 20/05/2022

(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, 2023. 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.

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

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

Arisha

(Dr. A.T. Saiyad)

Section Officer

Finance Department

-----XXXXXX-----

GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED
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(079) 2791 3200 / 3501 Web: www.gmdcltd.com E-Mail : bdcell@gmdcltd.com



VALID FOR THREE MONTHS ONLY

0 0 M M Y Y Y Y

OR ORDER

₹

FOR GUJARAT MINERAL DEVELOPMENT CORP LTD

AUTHORISED SIGNATORIES
Please sign above

ICICI Bank
Ahmedabad Branch
One House, One Prasad Garden Ahmedabad - 380005
RTGS/NEFT/IFSC Code: ICIC0000024

RIVILEGE
REWARDS

Pay
Rupees

A/c No. 002405019379

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

28/12/12

SESHASAI (M) 15-2010

1491099 38029002 019379 29

Bank Details for RTGS

Annexure "C"

GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED
(A Government of Gujarat Enterprise)
CIN: L14100GJ1963SGC001206

Khanij Bhavan, Nr. University Ground, 132ft. Ring Road, Vastrapur, AHMEDABAD 380 052, Gujarat, India PHONE:

(079) 2701 2300 / 2501546 Fax: (079) 2701 2300 E-Mail: gm@gm.com



EQUIPMENT LIST :

System No	Floor Area/location		Type Of Unit	Unit model no Samsung	Qty	Capacity in TR	Total TR	SAMSUNG ODU IN HP	
1&2	Ground & 4 th Floor	Auditorium, 4 th Floor, CM Waiting room & Old Registry Room	AHU	ETU-150H	1	40	64 (AHU-40+ AHU-20+ FCU-4)	22X3=66 AT GROUND FLOOR	
				ETU-080H	1	20			
			FCU		2	2			
				AHU-2 & FCU-2		TOTAL	64		
3 & 4	5 th & 6 th Floor	5 th & 6 th Floor common Area	AHU	ETU-150H	1	40	Total 84	22X3+26X1=92 AT TERRACE	
				ETU-180H	1	44			
5	7 th Floor		FCU	AM071FN MDEH/E U	15	2.00	30.00	26X2=52 AT TERRACE	
				AM056FN MDEH/E U	14	1.50	21		
				Total 29		51			
6	7 th Floor		FCU	AM071FN MDEH/E U	1	2.00	2.00	26X2+22X1=74 AT TERRACE	
				AM056FN MDEH/E U	8	1.50	12.00		
	8 th Floor	CHAIRMAN T ROOM		AM056FN MDEH/E U	2	1.50	3.00		
				CHAIRMAN PA	AM071FN MDEH/E U	1	1.50		1.50
					AM071FN MDEH/E U	2	2.00		4.00
				PA TO MD(OLD)	AM071FN MDEH/E U	1	2.00		2.00
	CONFERENCE ROOM	AM071FN MDEH/E U		2	2.00	4.00			

ROOM GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED

(A Government of Gujarat Enterprise)

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	MD SIR CABIN		AM071FN MDEH/E U	2	2.00	4.00	
				1	1.5	1.5	
	MD SIR NT ROOM			1	1.50	1.50	
	PA TO MD			1	1.50	1.50	
				22	TOTAL	37 (1.5X14+ 2.0X8)	
	BOARD ROOM	AHU	ETU-030H	1	8.00	8.00	
	CHAIRMAN CABIN		ETU-030H	1	8.00	8.00	
	MD OLD CABIN		ETU-030H	1	8.00	8.00	
	MD WAITING LOUNGE		ETU-040H	1	10.00	10.00	
				4	TOTAL	34.00	
					FINAL TOTAL	270.00 (64+84+ 51+37+ 34)	22HPX7 +26HPX5= 284

Note:-(1)At 7th floor renovation work is going on. So, location is not fixed and total quantities are mansion at present condition.

(2) At present total HP installed is 284 if in future HP will increase then your entity have to consider increased HP with same rate and condition of tender.



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

PRICE BID

1	Online Price bid submission in Form PP	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

GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED
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FORM PC

1. Turnover and Net Worth

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

1.1 Net Worth= Rs. _____ for the Year 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/ FIRM REGISTRATION NO

GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED
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Khanij Bhavan, Nr. University Ground, 132ft. Ring Road, Vastrapur, AHMEDABAD 380 052, Gujarat, India PHONE: (079) 2791 3200 / 3501 Web: www.gmdcltd.com E-Mail : bdcell@gmdcltd.com



FORM PD
Declaration

(On letter head of the Bidder)

DATE:

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

Dear Sir,

I/we here by solemnly declare that

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

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

Yours faithfully,

Signature and Stamp of the Bidder

GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED
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(079) 2791 3200 / 3501 Web: www.gmdcltd.com E-Mail : bdcell@gmdcltd.com



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 firm/GMDC is relative of employee of GMDC.
3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.
4. All documents/credentials submitted along with this Tender are genuine, authentic, true and valid.
5. If it is found at any point of time that our documents are not genuine then in that case our tender will be rejected, earnest money deposited by us will be forfeited and we will be debarred from participating in further/future GMDC tenders and/or any action as deemed fit by GMDC may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money / Security deposit and banning/delisting of our entity and all related persons etc.

SIGNATURE OF THE BIDDER
WITH SEAL

Dated

GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED
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CIN: L14100GJ1963SGC001206

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(079) 2791 3200 / 3501 Web: www.gmdcltd.com E-Mail : bdccl@gmdcltd.com



FORM PF

Undertaking Of Indemnity
(On Letter head of the Bidder)

To,

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

Dear Sir,

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

Yours faithfully,

For -----

(Signature & Stamp of the Bidder)

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(A Government of Gujarat Enterprise)
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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



PRICE BID FORM – PP
(To be submitted online)

Operation and comprehensive maintenance contract of heating ventilation and air conditioning system(HVAC) at our corporate office **(Excluding GST)**

Sr. No.	Description	UOI	Rate in Rs. per HP per Year	Amount in Rs. For 284 HP For Three Years
		A	B	C = Bx284x3
1	Comprehensive Operation and Maintenance contract of heating, ventilation and air conditioning system (HVAC) as per tender specification at our corporate building.	HP		
Total (Excluding GST)				

Note: - (1) At 7th & 8th floor renovation work is going on. So, location of HVAC may change as per the requirement.

(2) Any increase or decrease of quantity in future as per the requirement to accept by your entity and payment will be done for the actual service provided by your entity.



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

FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSITE (SD)

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

..... (Name of the Bank)

Address.....

Guarantee No.....

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

Date of Expiry.....

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

Invitation for Tender No..... Dated..... (bidding document)

For..... (Name of Facilities)

Subject: Security Deposit Bank Guarantee.

Date.....20

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

Dear Sir,

In consideration of Gujarat Mineral Development Corporation (hereinafter called "GMDC") which expression shall unless repugnant to the subject of context include his successors and assigns having agreed to exempt M/s..... (herein after called "Bidder") from demand under the terms and conditions of "Technical Bid Document" (hereinafter called the said "Bidding Document") issued by the GMDC vide Tender No. _____ for the work _____

(Name of the facilities) from Security Deposit (SD) 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

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Document and unconditionally pay the amount claimed by GMDC on demand and without demur to the extent aforesaid.

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



10 The Bank has under its constitution power to give this guarantee and Mr. _____ who has signed it on behalf of the Bank have authority to do so.

Yours faithfully
For.....

(Name of the Bank)

Notwithstanding anything contained hereinabove

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

Yours faithfully
For _____ (Name of the Bank)

Yours faithfully
For.....

(Name of the Bank)