



GUJARAT MINERAL DEVELOPMENT CORPORATION LTD

(Khanij Bhawan, 132 feet Ring Road, Near University Ground Vastrapur, Ahmedabad – 380052)

PHONE : 27913501,27913200 FAX: (079)-27911454,27911822

Request for Proposal

E-TENDER Notice	GMDC/ISO/CO/01/ISO-IMS Consultant/2022-23
Subject:	TENDER is invited to provide consultancy service on behalf of GMDC: To provide maintenance support services for ISO 9001:2015 for GMDC's corporate office and ISO 9001:2015, ISO 14001:2015 & ISO 45001:2018 for GMDC'S various Mines, Power plant in Gujarat State

GUJARAT MINERAL DEVELOPMENT CORPORATION LTD

(Khanij Bhawan, 132 feet Ring Road, Near University Ground Vastrapur, Ahmedabad – 380052)

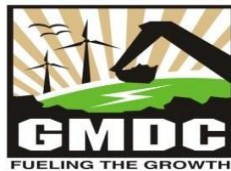
PHONE : 27913501,27913200 FAX: (079)-27911454,27911822



E- TENDER Notice

TENDER NO. GMDC/ISO/CO/01/ISO-IMS Maint-Support/22-23

Sr. No.	Description	Details
1	Scope of the work	1) Provide maintenance support services for ISO 9001:2015 for GMDC's corporate office and ISO 9001:2015, ISO 14001:2015 & ISO 45001:2018 for GMDC'S various Mines, Power plant & School in Gujarat State.(Detailed Scope of Work is described in Annexure B)
2	Location	<p>With in Gujarat State</p> <ol style="list-style-type: none"> 1) Corporate Office, Ahmedabad 2) Akrimota Thermal Power Station, Kutch 3) Lignite Project Mata-no-Madh, Kutch 4) Gadshisa group of Mines, Kutch 5) Lignite Project Tadkeshwar , Surat 6) Lignite Project Rajparadi, Bharuch. 7) Lignite Project Bhavnagar, Bhavnagar 8) Bauxite Project, Mevasa-Bhatia, Devbhoomi Dwarka 9) Lignite Project Umarsar , Kutch
3	TENDER Processing Fee (The TENDER fee is non-refundable.)	<p>Rs.3000/-(Rupees Three thousand five hundred only) GST portion may be included TENDER Processing fee must be paid either in Cheque or DD in favor of GMDC Limited payable at Ahmedabadonly.</p> <p>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.</p>
4	Earnest Money	<p>Rs. 30,000/- (Rs. Thirty Five thousand only) in the form of Demand Draft in favor of GMDC Limited payable at Ahmedabad only.</p> <p>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.</p>
5	Security Deposit	10% of the contract value in form of DD/BG of banks approved by Govt. of Gujarat from time to time (except Co-Operative Bank) will have to be paid on acceptance of the tender within fifteen (15) days of the issue of order.



6	Time Frame & Time of Completion of work	1) Maintenance support services for 3 years from acceptance of LOI
7	Last date & time for submission of online Tender	January 5, 2023 before 16:00 Hrs
8	Last date & time for submission of Tender Processing Fee, EMD and for other documents in person/ post	January 5, 2023 before 16:00 Hrs
9	Verification of submitted documents	January 7, 2023 before 16:00 Hrs
10	Opening of technical bids at GMDC HO, Ahmedabad	January 7, 2023 before 16:00 Hrs
11	Date and time of Price Bid opening of on line TENDER	On opening of price bid, system generated E-mail will be sent to bidders from N procure system
12	Place for Price Bid opening of on line TENDER	GMDC Corporate Office, Ahmedabad.
13	Refund of Security Deposit	After 30 days on successful completion of work.

The GMDC reserves the right to reject any or all the Bids without assigning any reason thereof.

Sr. GENERAL MANAGER (Safety & ISO)

Gujarat Mineral Development Corporation Ltd. (A Govt. of Gujarat Enterprise)

“Khanij Bhawan” 132 feet Ring road, Nr. Manav Mandir, University Ground, Vastrapur, Ahmedabad –

380052 Ph. 079 27913200/3502/1662/1665 Fax no. 07927911822/27911520

E-Mail : safety_iso@gmdcltd.com, Visit our web site : www.gmdcltd.com and

Phone (079) 27913200, Fax: (079) 27911822



MODE OF SUBMISSION OF TENDER:

The bidders shall submit their offer in electronic format on <https://gmdc.nprocure.com> after Digitally Signing the same. **Technical bid along with TENDER Processing fee & EMD shall be accepted in physical form, however price bid is to be submitted in electronic form only. As per E-Tendering process.** Offer of price bid in physical form will not be accepted and any such offer if received by GMDC will be out rightly rejected.

Interested bidders can view these TENDER documents online but bidders who are interested in bidding in this, Tenderers can download TENDER documents from <https://gmdc.nprocure.com>. TENDER Documents are only available in Electronic Form. The bidder should submit all the forms electronically only. Bidders who wish to participate in this TENDER will have to register on <https://gmdc.nprocure.com>. Further bidders who wish to participate in online TENDERS will have to procure Digital Certificate as per information technology Act 2000 using which they can sign their electronic bids. Bidder can procure the same from (n) code solutions—a division of GNFC Ltd, who are licensed Certifying Authority by Govt. of India and they will assist them in procuring the same at below mentioned address. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.

In case, bidder needs any clarification or if training required for participating in on line TENDER, they can contact following office:

(n) Code Solutions-A Division of GNFC Ltd,

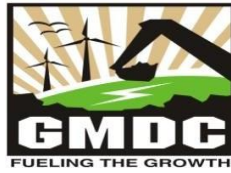
(n) procure cell 301, 3rdfloor, GNFC Info tower, Sarkhej – Gandhinager
Highway, Bodkdev, Ahmedabad –380054.

Toll Free: 1-800-233-1-1-Ext: 501,512,516,517, E mail :- nprocure@gnfc.net

Any changes, notifications, amendments etc related to these TENDER documents will be issued only on <https://gmdc.nprocure.com> and such shall prevail.



1. All bid documents shall be signed by the authorized person/representative of the bidders.
2. Any changes, notifications, amendments etc related to these TENDER documents will be issued only on <https://gmdc.nprocure.com> and such shall prevail.
3. The Bidder shall bear all costs associated with the preparation and the submission of the bid. Whether or not, the bid is accepted or even if GMDC withdraws the bid invitation, the bidder shall not be entitled to claim any costs, charges, etc in connection with the bid.
4. It is the bidder's obligation to conform to the scope of the work and work to the best of the efforts to complete the work as per the expected schedule provided by them
5. GMDC reserves the right to reject any or all of the bids or accept any of the bids in part or full
6. The bid shall be evaluated only for the bidders who meet the eligibility criteria.
7. If required the bidders may visit at office along with the TENDER copy, to study the project before submitting the offer.
8. No escalation in price / rate will be allowed on any ground, the extension in time limit may be granted with an explicit understanding that no price escalation will be paid.
9. The bidders are required to submit the DD of EMD as per TENDER notice. It should be noted that if the demand draft of EMD is not submitted, the TENDER will not be considered for scrutiny and will be summarily rejected.
10. The Bidders will have to submit 'NO DEMAND CERTIFICATE' along with the final bill of the work, as per the Performa given in this document.
11. Successful bidders will have to enter in to the agreement with the Corporation on an appropriate stamp paper of Rs. 300/- (to be provided by the contractor) after accepting the Letter of Intent and having agreed to and accepted the terms and conditions of the TENDER.
12. No page from the TENDER documents shall be defaced or detached. Also no correction in the TENDER documents shall be made by the bidder. Any comments which the bidders desires to make, shall not be placed on the TENDER documents, but shall take the form of a separate statement, as brief as possible, and giving reference to pages and clauses of the TENDER documents.
13. TENDER documents consist of:
 - 1) General Terms and Condition.
 - 2) Special Terms & Condition, Instructions to Bidders.
 - 3) Price Bid.
 - 4) Technical Bid.
 - 5) Annexure—A— Bid Qualifying criteria.
 - 6) Annexure—B— Scope of Work.
 - 7) Annexure—C— Technical Specifications and requirements.
 - 8) Annexure—D— Declaration—1.
 - 9) Annexure—E— Declaration—2.
 - 10) Annexure—f— Articles of Agreement.



- 11) Annexure—G— Indemnity Bond.
- 12) Annexure—H— Draft Bank Guarantee for Security Deposit.
- 13) Annexure—I— Vendor Registration Form.
- 14) Annexure—J— Performa for EMD.
- 15) Annexure—K— Solvency Certificate. –if applicable then only
- 16) Annexure—L— Draft Bank Guarantee for Advance payment.

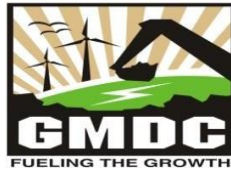
Note: -These are to be complied by the bidder, in case their TENDER is accepted.

Submission of TENDER will be the conclusive evidence that the TENDERer has fully satisfied himself as to the nature and scope of the work to be done, site conditions, and all other factors affecting the performance of the contract and the price and also as to the terms and conditions of the contract.

14. Wherever the TENDERer find any discrepancy, omission, ambiguity or conflict in or among the documents forwarded or be in doubt as to their meaning and interpretation; such matter should be called to the attention of the GMDC not later than 7 days period to the date of submission of TENDER. On receipt of such quarries the GMDC/consulting engineers will issue a clarifying bulletin which will also form a part of the contract. Neither the GMDC nor the Engineer-In-Charge/consulting engineer will be responsible for any oral instructions.

The rates should be written both in figures and in words. In case of any difference between rates in figures and words, the rates in words will prevail.

15. The Bidder must disclose the names of their partners, if any, in the particular contract. Any TENDERer failing to do so will render himself liable to have his earnest money deposit forfeited and the contract, if entered into, cancelled at any time during its currency.
16. If it is found that two or more persons who are connected with one another either financially or as principal and agent or master and servant have TENDERed under different names for the same contract without disclosing their connections, then such TENDERS will be rejected and the earnest money deposit shall be forfeited. Any contract entered into under such conditions is also liable to be canceled.
17. In case the TENDERer is a joint stock company, the contract must be affixed with the seal of the company in the presence of witnesses and signed by two Directors or by persons duly authorized to sign the contract for the company under a power of attorney. The TENDERer shall produce a certified copy of such power of attorney at the time of making the agreement.
18. The Bidder must fill in all blank spaces in the form of TENDER and sign in long hand as and where shown and scan the same. Only the principal authorized to make the contract, should sign the TENDER, and execute the contract on behalf of the Bidder
19. The Bidder must be very careful to deliver a bonafied TENDER. Such a TENDER must propose any other condition than those laid down in this Document.
20. Any TENDER who proposes alterations to any of the conditions lay down, or which proposes any other conditions of any description whatever is liable to be rejected.
21. Incomplete TENDERS are liable to be rejected.



22. If rates of current taxes, service tax, Goods & Service tax undergo any revision during contractual completion date, the same shall be allowed as statutory variation. However, if any variation take place after contractual date of completion, the same shall not be allowed, even if delayed are accepted by bidder.
23. No statutory variation shall be admitted, if current taxes, become payable because of exceeding the prescribed limit for turnover of the Bidder after the date of offer.
24. Date of start shall be reckoned within 20 days from date of issue of LOI.
25. Other terms and conditions of the TENDER shall be read and considered as a part of the TENDER documents.
26. The rates/prices quoted by the bidders will be final and any sort of escalation will not be considered.
27. Note:- Bidder should quote fix firm price for each milestone including of travel, accommodation, lodging ,Boarding etc. for GMDC corporate office visit at Ahmedabad during contract period for any activities ,or any other material /expenses (All inclusive) required to carry out above work but excluding of GST
28. Clarifications/queries if any by the bidder should convey by Fax/ E-Mail well in advance before 7 days of due date as mentioned in TENDER Notice at the following addresses safety_iso@gmdcltd.com in a Cover, super scribing the name of work and due date.

Sr. GENERAL MANAGER (SAFETY & ISO)

GUJARAT MINERAL DEVELOPMENT CORPORATION LTD.,

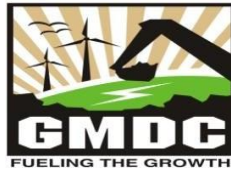
“KHANIJ BHAVAN”, 132 FT. RING ROAD,

UNIVERSITY GROUND, AHMEDABAD -380 052.

Signature & Stamp of the Bidder

Name: _____

Address: _____



General Terms and Condition

1.0 GENERAL

Wherever the term GMDC is used herein it shall mean Gujarat Mineral Development Corporation Ltd. Where the term TENDERer, BIDDER is used, it shall mean the person or organization responding to GMDC's request for quotation herein contained and shall include his legal representatives, successors and assignees.

2.0 ACKNOWLEDGEMENT OF NOTICE INVITING TENDER AND CLARIFICATION:

- Bidder is requested to intimate GMDC as soon as possible their willingness to bid.
- In case of any clarification on TENDER, the BIDDER shall approach GMDC in writing by fax, email or by letter and GMDC will provide the information required in writing. However, failure to receive any addendum or clarification shall not relieve the BIDDER of any of the obligations stipulated in the TENDER. Any amendments made to TENDER shall be intimated to the bidder by E-mail or post/fax.
- The BIDDER will acquaint himself with the conditions / limitations and official regulations under which or conforming to which the services are to be performed and should carefully examine all the information as may be furnished to them in writing from time to time. Failure to comply with above requirement will not relieve the BIDDER of his obligations in the event of his BID being accepted. Unless otherwise specifically stated in the BID, it will be assumed that all terms and conditions of TENDER are accepted by the BIDDER without any reservations.

3.0 Submission of BIDS

- Bidder should submit price bid in electronically only. Technical bid shall allow in physical form
- The BIDS should be in English.

4 Technical BID

4.1 The BIDDER shall submit following details in the Technical Bid:

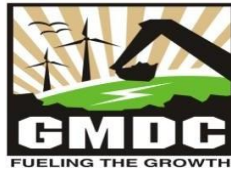
The technical bid should contain the following,

- Scope of work which shall conform to the details mentioned under the title-Scope of works
- List of exclusions/deviations and reasons thereof as per the format provided
- Documents to demonstrate the eligibility of the bidder as per the criteria listed under -Eligibility
- Time schedule – Bidder shall provide the time schedule detailing out the implementation of each of the activities.
- Any other information required for the evaluation of the bid

4.2 TENDER Processing Fees

As mentioned in TENDER Notice Sr. No- 3

Note: - TENDER Processing Fee is nonrefundable.



4.3 Earnest Money Deposit

As mentioned in TENDER Notice Sr. No- 4

Note: - TECHNICALBID received without EMD will not be considered for evaluation.

5.0 PRICEBID

The Bidder shall submit their offer in electronic format shown on website. Price Bid offer in physical format will not be accepted and any such offer if received by GMDC will be out rightly rejected.

5.1 TENDER with Annexure and all attachments will be considered to be read, understood and accepted by the BIDDER unless specifically stated by them otherwise in writing.

6.0 BIDOPENING

6.1 BIDS will be opened in 2stages

Stage I—Verification of TENDER Processing Fee, EMD and technical documents, Technical Bid (Electronically)

Stage II—Price Bid (Electronically **only**)

6.2 The technical BIDS (Stage-I) will be opened on date fixed byGMDC.

6.3 The price BID shall be opened after the corresponding technical BIDS are scrutinized and possible clarifications obtained from all BIDDERS for bringing all of them acceptable technically and at par commercially.

6.4 Validity of BIDS

All BIDS should be kept valid for acceptance for **180 days** from the closing date of bid submission. Bid with lower validity will be rejected.

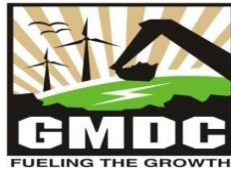
7.0 INFORMATION REQUIRED IN THEBID

BID should include the following information.

7.1Technical BID (PartI)

7.2 Scope of Work which shall conform to Technical Bid with details.

7.3 Certificate that the technical BID is in total conformity with TENDER and if not the list of exclusion/deviations & reasons thereof. All Deviations shall be listed at one place under -Schedule of Deviations las per format given in Annexure C and shall comprise asunder: Should the BIDDER consider that compliance with any requirements of the Specification would render the SCHEME unsuitable, he shall submit a proposal or proposals for modifying the requirements and shall include these in the "Schedule of Deviations" from the specification. Deviation mentioned elsewhere/in any other form will not be considered.

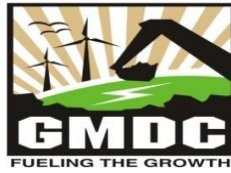


8.0 Following are the essential requirements for the bid;

BIDDER shall submit the time schedule for completion of the project.

- a. A Commercial Proposal as stated under Clause;
- b. The BIDDER shall submit the following documents along with technical bid.
 1. Memorandum of Articles (MoA) / Registration document of the company;
 2. Balance Sheet of last three years certified by CA ended on March 31,2021
 3. Documentary evidence of annual turn-over of the most recent two years.
- c. All bid documents shall be signed by authorized person, authorization letter in favor of signatory shall be attached with the bid.
- d. The work shall have to be completed within the time limit, failing which, GMDC will impose penalty as per prevailing norms of GMDC.
- e. All related equipments, tools, tackles and workmen required for carrying out the job shall be arranged by the bidder.
- f. All safety precautions necessary shall be taken by the contractor for his work force working at site and transportation. GMDC in any way shall not be responsible for any compensation arising out of any damage caused to any of contractor during the work and transportation.
- g. Any damage done to the property of GMDC by the contractor or his men while carrying out the work shall be made good by the contractor at his own cost.
- h. If the contractor abandons the work or does not work as per schedule, GMDC shall get the work completed by any other agency at the risk and cost of the original contractor.
- i. The TENDER received without Earnest money will be summarily rejected. The Earnest Money Deposit will be refunded to the unsuccessful bidder after an award of work has been finalized. The Earnest Money Deposit (E-Tender Guarantee) will be forfeited in the event, the successful bidder fails to accept the contract and fails to submit the "Security Deposit" to the GMDC as stipulated in this e -Tender documents within ten(10) days after receipt of notice of award of contract.
- j. GMDC is at its own discretion may divide the job into more than one party.
- k. The conditional offer will liable to be rejected.
- l. The successful bidder shall have to pay the security deposit / BG/ ABG shall be furnished in favor of "Gujarat Mineral Development Corporation Ltd-Ahmedabad " valid till 3 (three) months after completion period and enter into an agreement on stamp paper of Rs.300/- as per prevailing norms under labor contract. It shall be incumbent on the Contractor to pay the stamp duty and the legal charges for the preparation of the contract agreement.
- m. During the period of contract, no price variation will be paid.
- n. During the course of execution, no extra item shall be paid for, by GMDC
- o. As per rules, value of each Running Bill will be deducted against the TDS.
- p. The Successful Bidder shall have to submit the progress report thereof every week and all the activities shall be documented timely, which shall have to be submitted by the end of the project.

9.0 Certificate that the offer is in total conformity with TENDER and if not, list of deviations, of all aspects such as basis of quotation, technical bid, terms, guarantees, liabilities etc. under "Schedule of Deviations".



10.0 **The BID**

The Bidder shall quote rates as per attached Price Bid of this TENDER. (Electronically only)

10.1 Certificate that quotation is valid till BID closing date.

10.2 Certificate that the quotations are firm and not subject to any change whatsoever including all taxes, work contract taxes, service tax, duties, levies etc. Any revision in Tax, duties, levies etc. after price bid opening till contractual time will be to GMDC 's account. Any changes beyond contractual period will be to bidder 's account.

10.3 **Accompaniments:**

All BIDS must be completed in all respects and conform to GMDC 's requirements set forth in TENDER. The contents of TENDER will be considered to have been read, understood and accepted by the BIDDERS, unless otherwise stated in writing in their BIDS. Technical brochures referred to in the BID should be listed therein and enclosed in with all copies of the BID clearly indicating deviation if any under "Schedule of Deviations".

11.0 **BID PREPARATION AND SUBMISSION EXPENDITURE**

The BIDDER shall bear all costs associated with the preparation and submission of the BID including any visits to the site. Whether or not the BID is accepted or even if GMDC withdraws the BID invitation, the BIDDER shall not be entitled to claim any cost, charges, expenses etc, in connection with the submission of the BID.

12.0 **PARTICULARS RELATING TO BIDDERS**

12.1 Year of establishment and incorporation certificate of the Company.

12.2 Name of parties for whom orders have been executed earlier with address and dates of works executed starting from latest scope and value of such work.

13.0 **BID QUOTATION**

BIDDER shall quote all figures, abbreviations, including percentages in figures as well as in words. Where there is a difference between these, the rates given in words shall prevail. Erasure or over writing of any kind in the bid may render the bid to outright rejection wherever necessary the original figures and words should be scored out and corrected figures and word written again. The bidder shall have to attest the corrections. In case of deference between words and figures, words shall prevail.

14.0 **PRICE ADJUSTMENT /ESCALATION**

The quotes or any other terms mentioned in the bid should be firm and subject to no changes whatsoever for the entire ORDER PERIOD. Bidder shall not be allowed to rescind the terms and conditions of bidding after priced bid opening.

15.0 **SIGNING OF BIDS**

15.1 The BIDS shall be signed by legally authorized principal officer of the BIDDER.

15.2 On the BID being accepted by the GMDC, Letter of Intent will be issued by GMDC. The GMDC will also issue detailed work order indicating detailed terms and condition of the work order within 45 days from the date of LOI during which BIDDER has to commence the job.



16.0 **BIDDER'S OBLIGATION**

To conform to scope of work specified in the TENDER and ensure that it is in accordance to the completion schedule provided by him, so as to complete work within the schedule quoted by the BIDDER.

19.0 **GMDC'S RIGHTS**

GMDC will exercise unrestricted right to reject any or all the BIDS or accept any of the BIDS in full or part.

20.0 **BID EVALUATION**

BID shall be evaluated only for prequalified bidders. The pre-qualification criteria shall be as follows.

- Scope of work which shall conform to the details mentioned above under the title-Scope of work
- List of exclusions/deviations and reasons thereof as per the format provided
- Documents to demonstrate the eligibility of the bidder as per the criteria listed under -Eligibility
- Time schedule – Bidder shall provide the time schedule detailing out the implementation of each of the activities.
- Any other information required for the evaluation of the bid
- Bid not containing Earnest Money Deposit shall be summarily rejected without seeking any further clarification.
- For required discussion / negotiation, in such case bidder has to visit GMDC at his cost before bid submission.

TECHNICAL BID EVALUATION CRITERIA

The evaluation of the technical proposal shall be based upon its responsiveness to the scope of work, eligibility and time schedule.

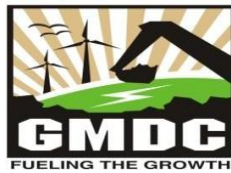
21.0 **The Commercial BID shall be evaluated on the following basis: FINANCIAL BID EVALUATION CRITERIA:**

The Bidder whose evaluated cost to GMDC is lowest, will qualify for the award of LOI by GMDC subject to other conditions as evaluated by GMDC on completeness as acceptable to GMDC.

GMDC reserves right to give price preference and order preference to Gujarat based registered SSI units as per prevailing rules and regulation of Gujarat state Govt.

Name: _____

Address: _____



Special Terms & Condition, Instructions to Bidders

Experience of the Bidder

A comprehensive list of past projects implemented, by the bidder indicating clients, dates, size of projects and any other relevant material should be included in the offer.

Time Schedule

The bidder should Provide Consultancy service on behalf of owner pertaining to implementing a framework of systems as per requirements of standards of ISO 9001-2015, ISO 14001-2015 & ISO 45001-2015 for GMDC as per scope of work for a period of three years commencing from the date of acceptance of LOI.

Payment Terms

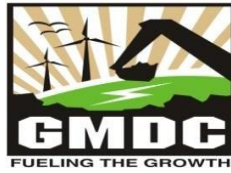
The bidder shall receive the payment under the work order as follows. Within 30 days from the receipt date of receipt of bill after completion of milestones.

The breakup of the payment shall be as follow

- 1) To provide maintenance support services for ISO 9001:2015 for GMDC's corporate office and ISO 9001:2015, ISO 14001:2015 & ISO 45001:2018 for GMDC'S various Mines, &Power plant in Gujarat State for a period of three years

SR. No.	Description	1 st Year, Amount in Rs.	2 nd Year, Amount in Rs.	3 rd Year, Amount in Rs.
1	On completion of 1 st internal audit with Corrective Action	5% of finalized amount	5% of finalized amount	5% of finalized amount
2	On conducting 1 st MRM	5% of finalized amount	5% of finalized amount	5% of finalized amount
3	Successfully completion of Certification audit or Surveillance audit and receipt of certification/ Institutionalization of Corrective Actions	13% of finalized amount	13% of finalized amount	14% of finalized amount
4	On completion of 2 nd internal audit with Corrective Action	5% of finalized amount	5% of finalized amount	5% of finalized amount
5	On conducting 2 nd MRM	5% of finalized amount	5% of finalized amount	5% of finalized amount

Variation in taxes, work contract taxes, duties, levies etc after award of job but within Time schedule mentioned in TENDER shall be to the account of GMDC. Any variation in taxes, work contract taxes, duties, levies etc beyond Time schedule shall be to BIDDER 's account.



Penalty.

For any delay in completion of WORK solely attributable to BIDDER beyond the agreed time schedule at the time of award of job, penalty shall be levied at the rate of ½ % per week with cap of 10% of order value.

ASSIGNMENT

BIDDER shall not assign the WORK or any part thereof or any share or interest therein without the prior written consent of the GMDC. BIDDER shall not sub-contract the whole or any part of WORK without the prior written consent of GMDC. On concurrence of GMDC, BIDDER may sub-contract any part of WORK to any of its affiliates, in which event BIDDER shall remain fully responsible



GUJARAT MINERAL DEVELOPMENT CORPORATION LTD.

(Khanij Bhavan, 132 feet Ring Road, Near University Ground, Vastrapur, Ahmedabad – 380 052)

PRICE BID

TENDER No	GMDC/ISO/CO/01/ISO-IMS Consultant/2022-23
Subject:	E- TENDER is invited to provide maintenance support services for ISO 9001:2015 for GMDC's corporate office and ISO 9001:2015, ISO 14001:2015 & ISO 45001:2018 for GMDC'S various Mines, Power plant in Gujarat State for three years



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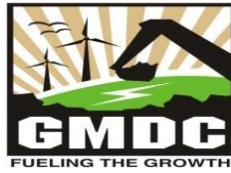
(Khanij Bhavan, 132 feet Ring Road, Near University Ground, Vastrapur, Ahmedabad – 380 052)PHONE: 2791
35 01 / 2791 32 00 FAX: (079) – 2791 14 54 2791 18 22

PRICE BID

- Bidder's Name :
- Bidder's Complete Address :
- Bidder's Complete Company Name :
- Bidder's Proposal Number :
- Bidder's Proposal Date :
- Bidder's Proposal Validity Period :
- Bidder's Phone number :
- Bidder's E-Mail :

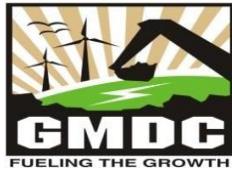
Table - A

Sr. No	Bidder Should Quote Lump sum fix firm Price to provide maintenance support services for ISO 9001:2015 for GMDC's corporate office and ISO 9001:2015, ISO 14001:2015 & ISO 45001:2018 for GMDC'S various Mines, Power plant for three years including travel, boarding, lodging etc. and excluding GST	Lump sum Fix Firm Price in INR (GST will be paid extra at actual in INR)
		For three years
1	Corporate Office	
2	Akrimota Thermal Power Station	
3	Lignite Project Mata-no-Madh	
4	Gadhshisa group of Mines	
5	Lignite Project Tadkeshwar	
6	Lignite Project Rajpardi	
7	Lignite Project Bhavnagar	
8	Bauxite Project Bhatia-Mevasa, Devbhoomi Dwarka	
9	Lignite Project Umarsar	
TOTAL in INR		



Note: - Bidder should quote fix firm Price including of Travel, Accommodation and Logistics for Site Visit, GMDC Corporate Office Visit (as and when require), or any other stationary/ materials/ any other expenses or any equipment etc. (All inclusive) required to carry out above work for the period of three years.

(Bidder need to visit each project and corporate office as may be required for accomplishing the assigned job as per scope of work every year for the contract period of three years)



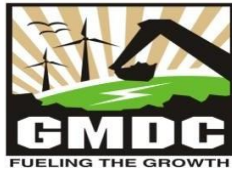
T Deviation Sheet

Clause in which deviation is requested	Deviation	Reason for deviation

Signature & Stamp of the TENDERer

Name: _____

Address: _____



DECLARATION SHEET

I (Bidder's Name) certify that all the above typed-in data and information pertaining to this specification is correct and is true representation of the equipment covered by our formal Proposal dated.....

I hereby certify that I am duly authorized representative of the Bidder whose name appears above my signature.

Bidder's Name :.....

Authorised Representative's

Signature and Stamp :.....



GUJARAT MINERAL DEVELOPMENT CORPORATION LTD.

(Khanij Bhavan, 132 feet Ring Road, Near University Ground, Vastrapur, Ahmedabad – 380 052)

PHONE: 2791 35 01 / 2791 32 00 FAX: (079) – 2791 14 54 2791 18 22

TECHNICAL BID

PROPOSAL PARTICULARS

- Bidder's Name :
- Bidder's Complete Address :
- Bidder's Complete Company Name :
- Bidder's Proposa INumber :
- Bidder's Proposal Date :
- Bidder's Proposal Validity Period :
- Bidder's Phone number :
- Bidder's E-Mail :
- EMD Detail :
- TENDER Fee Detail :

Bidder's Name:

Bidder's Signature:



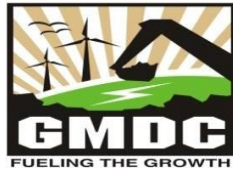
Technical Deviation Sheet

Clause in which deviation is requested	Deviation	Reason for deviation

Signature & Stamp of the TENDERer

Name: _____

Address: _____



TECHNICAL DECLARATION SHEET

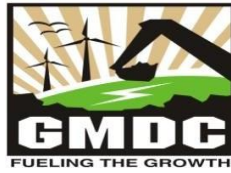
I (Bidder's Name) certify that all the above typed-in data and information pertaining to this specification is correct and is true representation of the equipment covered by our formal Proposal dated.....

I hereby certify that I am duly authorized representative of the Bidder whose name appears above my signature.

Bidder's Name :.....

Authorised Representative's

Signature and Stamp :.....



Annexure – A

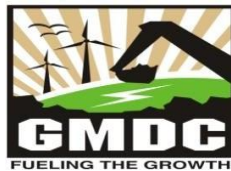
Bid Qualification Criteria

Consultant background: -

Provide a brief summary of organization's history of bidder including legal consultant name, years in businesses, no. of staffs, location(s) and principal location if applicable, mailing address and principal contact person with his valid Telephone/mobile number and Email address etc.

- a) The consultant shall have at least 05(Five) years of experience in providing QMS training and consultancy services.
- b) Experience of providing training and consultancy services in minimum 05 (Five) reputed organizations for ISO 9001, ISO 14001, and ISO 45001-2018 certification, out of which at least 1 (one) organization shall be central Government/State Government/ public sector undertaking.
- c) Experience of providing training and consultancy services for certification in minimum one coal/lignite based power plant owned by central Government/State Government/ public sector undertaking for ISO 9001, ISO 14001, and ISO 45001:2018 certification in last five years.
- d) Experience of providing training and consultancy services for certification in minimum one coal/lignite Mines and/or other mines owned by central Government/State Government/ public sector undertaking for ISO 9001, ISO 14001, and ISO 45001:2018 certification in last five years.
- e) The agency shall have minimum turnover of Rs 25 Lakh in the previous 05 financial years
- f) The bidder should provide consultancy service on behalf of owner pertaining to implementing a framework of systems as per requirements of standards of ISO 9001-2015, ISO 14001-2015 and ISO 45001-2018 for GMDC.

Documentary evidence in respect to the above shall be submitted. Bid not meeting above criteria's shall not be considered.



Annexure—B Scope of Works

Details and Scope of work are as follows:-

- 1) To provide maintenance support services for ISO 9001:2015 for GMDC's corporate office and ISO 9001:2015, ISO 14001:2015 & ISO 45001:2018 for GMDC'S various Mines, Power plant in Gujarat State for a period of three years

Sr. No.	Activity	Services to provided
1.	Conduct Awareness Programs (Once in a year)	<ul style="list-style-type: none"> • Conduct Awareness / Refreshment Programs – on requirements by standards ISO 9001:2015, ISO 14001:2015 & ISO 45001 - 2018
2.	Internal Audits and corrective action (Two times in a year) For three years	<ul style="list-style-type: none"> • Carry out internal audit for all projects • Assistance in developing internal audit plans including checklists for different departments • Support to the Internal Auditors for conducting independent audits • Assistance in formulation of corrective action • Verification of effectiveness of corrective actions • Assistance in revision as necessary of quality system documents based on internal audit findings
3.	Management Review (Two times in a year) For three years	<ul style="list-style-type: none"> • Conduct Management Review for all projects
5.	Certification/ Surveillance audit and award (Once in a year) For three years	<ul style="list-style-type: none"> • Assist in liaison and coordination with certifying agency as selected by GMDC. • Assistance in formulation of corrective action

- 2) Period of work : Three years from the date of acceptance of LOI.



Annexure—C

Technical Specifications and Requirement

- 1) The Bidder shall provide a thorough description of how the project will be managed in terms of, methodology, communication plan, risk management, quality management, and any other resources required to complete the project;
- 2) In field of **ISO 9001:2015, ISO 14001:2015 & ISO 45001:2018**. Minimum 05 years of experience required
- 3) The agency has to submit PAN Card and GST registration certificate
- 4) Bidder shall submit the list of similar projects handled/handling along with supporting documents.
- 5) The BIDDER shall quote fix firm Price including of Travel, Accommodation and Logistics for various Site Visit, GMDC Corporate Office Visit, or any other stationary/ materials/ any other expenses or any equipment etc... (All inclusive) required carrying out above work



Annexure—D

DECLARATION –I

(On Company's letterhead)

LetterNo.

Date

From:

To,
Sr. GENERAL MANAGER (SAFETY & ISO),

GUJARAT MINERAL DEVELOPMENT CORPORATION LTD.,
-KHANIJ BHAVANI, 132 FT. RING
ROAD, UNIVERSITY GROUND,
AHMEDABAD-380 052.

SUB: -

Dear Sir/ madam,

I/we have carefully gone through and clearly understood the TENDER Notice and TENDER Form and have TENDERed to execute and satisfactorily complete the whole of the work strictly in accordance with the said TENDER Form.

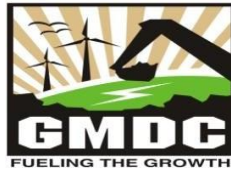
I/we hereby solemnly declare that any of our partners severally and/or individually or our firm/company have not been put any time in the past on the black list either by the Government of India/Government of Gujarat/Government of India Undertaking / Government of Gujarat Undertaking/Any other State Government Undertaking. I/we hereby further agree that if the Corporation come to know subsequently, after awarding the work under this TENDER to me/us to our firm/our company that any of our partners either individually or severally, or our firm/company was black listed by any of the states agencies, the Corporation shall be entitled to take any actions against us severally or individually or our firm/company in this regard in any manner that may be deemed fit by the Corporation.

Yours faithfully,

Signature & Stamp of the TENDERer

Name: _____

Address: _____



Annexure—E

DECLARATION-II

(On Company's letterhead)

Letter No.

Date:

From:

To,
Sr. GENERAL MANAGER (SAFETY & ISO),
GUJARAT MINERAL DEVELOPMENT CORPORATION LTD.,
-KHANIJ BHAVANI, 132 FT. RING
ROAD, UNIVERSITY GROUND,
AHMEDABAD-380 052.

SUB: -

Dear Sir/ Madam,

I/we having carefully gone through and clearly understood the Introduction, TENDER Notice, documents to be enclosed and sent along with this TENDER, plans, specifications, conditions of contract etc. for the above mentioned work, do hereby TENDER to execute and complete the whole of the work strictly in accordance with the said plans and specifications and conditions of contract at the rates set out in the priced schedule and quantities attached thereto.

I/we have deposited as Earnest Money Rs. _____ (Rs. _____) by demand draft in your office which amount is not to bear any interest and I/we do hereby agree that this sum shall be liable to be forfeited by the Corporation at its sole discretion, in the event of your accepting my/our TENDER and I/we fail to execute the contract, when called upon to do so.

It is understood by me/us that the lowest or any TENDER will not necessarily be accepted and that no reasons shall be given for such non-acceptance.

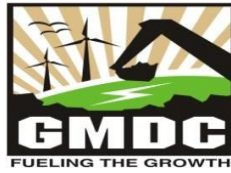
I/we agree to keep our offer open for days or for a further period as would be desired by the Corporation from the date of opening of the TENDER. We agree to all the terms and conditions of the TENDER.

Yours faithfully,

Signature & Stamp of the TENDERER

Name: _____

Address: _____



Annexure—F

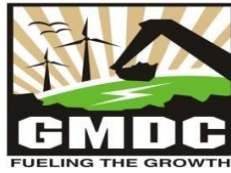
ARTICLES OF AGREEMENT (DRAFT)

(NOTE: These Articles of Agreement shall be signed by the successful TENDERER (contractor) and the GMDCs on a Non-Judicial Stamp Paper of Rs.300/-; the Stamp Paper shall be bought by the Contractor).

ARTICLES OF AGREEMENT made at _____ on this _____ day of _____ BETWEEN _____ (hereinafter referred to as the GMDC which expression shall include his heirs, executors, administrators and assignees) of the one part and _____ (hereinafter referred to as the Contractor or the TENDERER which expression shall include his heirs, executors, administrators and assignees) of the other part.

WHERE AS the GMDC is desirous of constructing/Executing the work and have caused drawings, Specifications and Bills of Quantities describing the work to be done, to be prepared by or under the guidance and WHEREAS the said TENDER Documents (as detailed in Para 13 of Instructions to TENDERERS) inclusive of the Specifications and the Priced Bills of Quantities have been signed by or on behalf of the parties hereto, and WHEREAS the Contractor has agreed to execute upon and subject to the conditions set herein, the works shown upon the said drawings and described in the

—said Specifications and the—said Priced Bills of Quantities (altogether hereinafter referred to as —The Conditions). AND WHEREAS the Contractor has submitted the Initial security deposit of Rs. _____ (Rupees: _____ only) in the form of _____
Cheque/DD/B.G.



NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1 In consideration of the payment to be made to the contractor as hereinafter provided, he shall upon and subject to the said conditions execute and complete the works shown upon the said drawings and described by or referred to in the said Specifications, the Priced Bills of Quantities and such further detailed drawings and/or instructions as may be furnished to him by the GMDC/Consulting Engineer.
- 2 The GMDC shall pay the Contractor such sums as shall become payable to him in terms of the Conditions at the time and in the manner specified in the Conditions.
- 3 The terms Engineer in charge for the purpose of this Contract such other person as shall be nominated for the purpose by the GMDC not being a person to whom the Contractor shall object for reasons considered to be sufficient by the GMDC. Provided always that no person(s) subsequently appointed to be the Engineer in charge under this Contract shall be entitled to dis-regard or overrule any decision or approval or direction given or expressed in writing by the (previous) Architect/Consulting Engineer/Engineer for time being.
- 4 The Contract or the work is as referred to in Para of Instructions to TENDERers and all other subsidiary works connected herewith within the same site as may be ordered to be done from time to time by the Engineer in charge for the time being although such works may not be shown on the said drawings or described in the said Specifications or the Priced Bills of Quantities.
5. All disputes arising out of or in any way connected with this contract shall be deemed to have arisen in Ahmedabad and only the Court at Ahmedabad shall have jurisdiction to determine the same.
- 5 The several parts of this Contract have been read and fully understood by me, the undersigned. IN WITNESS WHEREOF the parties hereto have hereunder set their hands this Day of _____, 2023.

Signed by the said GMDC
in Presence of

Name:.....
Address:-----

Occupation:-----

Signed by the said Contractor
in Presence of

Name:
Address: -----

Occupation:-----



Annexure—G Indemnity declaration form

(On letter head of the bidder)

UNDERTAKING

Ref.No.

DATE:

To,

GENERAL MANAGER (SAFETY & ISO),
M/S. GUJARAT MINERAL DEVELOPMENT CORPORATION LTD,
—KHANIJ BHAVANI, 132, FT. RING ROAD,
NR. UNIVERSITY GROUND, VASTRAPUR,
AHMEDABAD-380 052.

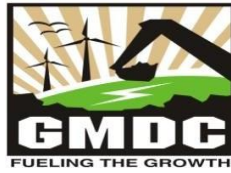
Dear Sir,

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 GMDC: . We shall be responsible for all risk arising in connection with or on account of the operations covered by the contract covered by 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 operation covered by the Bidder/ TENDERer, 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 GMDC Limited in this behalf, shall also be recoverable from us, without prejudice to your other rights.

Yours Faithfully,

For _____

SEAL & SIGNATURE OF AUTHORITY



Annexure—H

To be typed on Stamp Paper of Rs.300.00

Same format for both the orders.

BANK GUARANTEE FOR SECURITY DEPOSIT

BG No. _____ For Rs. _____

IRREVOCABLE BANK GUARANTEE

This deed of Guarantee is made this day _____ between Gujarat Mineral Development Corporation Limited having registered office at Khanij Bhavan, Near University Ground, Behind Gandhi Labour Institute, 132ft Ring Road, Vastrapur, Ahmedabad- 380 052 (India) hereinafter called Corporation and _____ (Bankers) for an amount of Rs. _____ (Rupees _____) for and on behalf of M/s. _____ having registered office at _____ hereinafter called Contractor/Vendor/Agency. (Which expression shall unless excluded by or repugnant to the context, included its successors and assigns of the concerned Parties.)

The Corporation entered in to contract with the contractor and issued TENDER No. _____ to them, a Purchase/Work Order for the supply/work of _____ for the _____ as per terms and conditions contained in TENDER No. _____ L.O.I/ Purchase/Work Order No. _____ dated _____ and whereas clause No. _____ of the said contract Provided that the Contractor/Vendor/Agency is required to produce an irrevocable Bank Guarantee in favor of the Corporation for sum of Rs. _____ (Rupees _____ Only) as Security Deposit for the due performance of the contract.

And whereas at the request of the Contractor/ Vendor/ Agency, the Bank has agreed to execute this guarantee.

IT IS HEREBY AGREED AND DECLARED BY THE BANKERS HERETO AS FOLLOW:

- 1). The Bank hereby guarantee to the Corporation the observance and performance by the Contractor/Vendor/Agency of the various terms and conditions obligations as provided in the said contract and further undertakes to pay to the Corporation a sum of Rs. _____ (Rupees _____) on demand and without any demur in the event of the Contractor/Vendor/Agency failing or refusing to perform the various duties and obligations under the said contract or otherwise committed breach of any of the terms and conditions of the said contract and it is hereby declared that the decision of the Corporation that the Contractor/Vendor/Agency has to failed and neglected to perform any of the duties and obligations indicated in the said contract shall be final and binding on the Bank.



- 2). That the Guarantee herein shall not be affected by any change in the Constitution of the Bank.
- 3). That the Guarantee shall not be revoked without consent of the GMDC.
- 4). That the Bank further declares that on completion of the contract, the Corporation may retain such amount of the Guarantee as may be sufficient to cover any incorrect or excess payment made on the bill of the Contractor/Vendor/Agency till the Audit and defect liability period is completed.
- 5). NOTWITHSTANDING anything contained herein before our liability under this guarantee is restricted to Rs. _____ (Rupees _____).

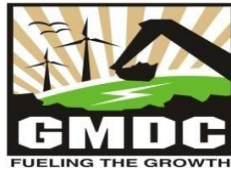
The Guarantee will remain in force for a period of _____ from the date of LOI/Purchase/Work Order i.e. upto _____ unless a demand or claim is made on us in writing on or before _____ all your rights under this guarantee shall be forfeited and we will be relieved and discharged from all our liabilities thereunder.

SIGNATURE & SEAL OF BANKERS



Annexure—I— (Mandatory)

Sr. no.	Details of Bidders to be filled are as under.	
	Supplier Name (Vendor Name)	
1	URL(Website Name)	
2	Address Line1	
3	Address Line2	
4	Address Line3	
5	Address Line4	
6	City	
7	State	
8	Postal Code	
9	Address Name(Site)	
10	Phone Area Code	
11	Phone Number	
12	Fax Area Code	
13	Fax Number	
14	Email Address	
15	CONTACT PERSON NAME	
16	Mobile no. of Contact Person	
17	VAT NUMBER	
18	CST NUMBER for parties situated outside of gujarat	
19	PAN NUMBER	
20	TAN NUMBER (Optional)	
21	VENDOR TYPE (Material supplier OR service provider?)	



Annexure—J

PROFORMA FOR EARNEST MONEY DEPOSIT On TENDERER's Letter Head

REF. NO.

DATE:

TO,

Sr. GENERAL MANAGER (SAFETY & ISO),

M/S. GUJARAT MINERAL DEVELOPMENT CORPORATION LTD,
-KHANIJ BHAVANI, 132, FT. RING ROAD,
NR. UNIVERSITY GROUND, VASTRAPUR,
AHMEDABAD-380 052.

SUB.: E.M.D. for TENDER No.

DEAR SIR,

WITH REFERENCE TO THE ABOVE AND AS PER TERMS & CONDITIONS OF TENDER,
WE ARE SENDING HEREWITH D.D./PAYORDERNO: _____ DATED _____ FOR
RS. _____ DRAWN ON _____ BANK _____
BRANCH IN FAVOUR OF M/S. GUJARAT MINERAL DEVELOPMENT CORPORATION LTD.
PAYABLE AT AHMEDABAD, BEING THE AMOUNT OF E.M.D.

KINDLY ACKNOWLEDGE THE RECEIPT AND SEND YOUR STAMPED RECEIPT FOR
THE SAME.

THANKING YOU,

YOUR'S FAITHFULLY,

Signature & Stamp of the TENDERER

Name: _____

Address: _____



Annexure—K

SOLVENCY CERTIFICATE -PROFORMA (If Applicable)

(ON BANK LETTER HEAD)

Date:

This is to state that to the best of our knowledge and information,
M/s. _____,

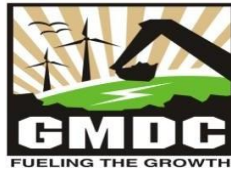
a Customer of our Bank is respectable and can be treated as solvent up to a sum of
Rs.....(Rupees.....).

It is certified that this information is furnished without any risk and responsibility on Bank or its
Officers in any respect whatsoever more particularly either as Guarantor or otherwise. This
certificate is issued at specific request of the Customer.

Signature & Stamp of the TENDERer

Name: _____

Address: _____



reservations, recourse, contest or protest and/ or without any reference to the Contractor. Any such demand made by the -OWNER| on the -BANK| shall be conclusive and binding notwithstanding any difference between the -OWNER| and the -CONTRACTOR| or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

-The Bank further agrees that the-OWNER|at its options shall be entitled to enforce this guarantee against the -BANK| as principal debtor in first instance without proceeding against the -CONTRACTOR| and notwithstanding any security or other guarantee the -OWNER| may have in relation to the contractor's liabilities.

Notwithstanding anything contained hereinabove, our liability under this advance payment guarantee is restricted to Rs. _____ (Rupees _____) and comes into force only upon receipt by the-CONTRACTOR| of the advance payment.

This guarantee will automatically be reduced proportionately against progressive invoices relevant to the value of work done and certified by the-OWNER| for the reduced amount and shall remain in force upto _____ unless a claim in writing is received by us before and up to _____, we shall be discharged from the liability under the guarantee.

Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____)
- b) This Bank Guarantee shall be valid upto _____ and
- c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____.

WITNESS:

BANK STAMP & SIGNATUR

Signature & Stamp of the TENDERER

Name: _____

Address: _____



Annexure—M



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.

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.

CANVASSING NOT PERMITTED

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 (HR), if he desires, but personal and oral representations are not permitted.

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 firm the even is black listed

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.

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

GOVERNING LAW

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

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.

NON FULFILMENT OF TERMS AND CONDITION OF THE CONTRACT

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 I or to get the work completed.

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 I 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 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.

SUB-CONTRACT

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

FORE CLOSURE

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.

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.

FORCE MAJEURE

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:

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

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.

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.

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.

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.

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



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.

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.

Sr. General Manager (Safety & ISO)