



Gujarat Mineral Development Corporation Limited

Tender Document For

The Work of “Supply, Erection, Commissioning & Installation of 30 cubic meter/hr (m³/hr) RO System” for 2x125MW Akrimota Thermal Power Station

Tender Number GMDC/POWER/ATPS/ RO/20 /23-24

**Head (Project Planning & Administrative)
AkriMota Thermal Power Station (ATPS), Nani Chher
Gujarat Mineral Development Corporation Ltd.
(A Govt. Of Gujarat Enterprise)**

CIN: L14100GJ1963SGC001206, GST: 24AAACG7987P1ZT

Nani Chher, Ta: - Lakhpat, District: -Kachhh,

☎EPABX :02839-251001, 251006, 251028

E-mail: atps@gmdcltd.com, rsgadihoke@gmdcltd.co.in, Website :www.gmdcltd.com

Table of Contents

CI No.	Particulars	Page No.
1.	Purpose of the Document	7
2.	About GMDC	7
3.	Location of Work	7
4.	About ATPS	7
5.	General Instruction to Bidder	8
5.1	Cost of Bidding	8
5.2	Due Diligence	8
5.3	Clarification of Bidding Documents	8
5.4	Amendment of Tender Document	8
5.5	Contact Details	9
5.6	Language of Bid	9
5.7	Late Bids	9
5.8	Right to Accept Proposal	9
5.9	Site Visit	9
5.10	Period of Validity of Bids	10
5.11	Subcontract	10
5.12	Consortium / Joint Venture	10
5.13	Change in Law	10
5.14	Interpretation	11
5.15	Declaration	11
6	Earnest Money Deposit	11
7	Tender Processing Fee	12
8	Security Deposit	12
9	Procedure for Submission of the Bid	13
10	Eligibility and Qualification Criteria of Bidder	14
10.1	Experience	14
10.2	Financial	15
10.3	License	15
10.4	Site Visit Certificate	15

10.5	Blacklisting of the Bidder	15
11	Scope of Work	16
12	Period and Duration of Work	24
13	Liquidated Damages (LD)	24
14	Performance Guarantee	25
15	Goods & Service Tax	25
16	Insurance	26
17	Payment Terms	27
18	Evaluation of Bids	27
18.1	Completeness of Bids	27
18.2	Tender Clarification	27
18.3	Rejection of Bids	28
18.4	Opening of Bids	28
18.5	Selection of Bidder	28
18.6	Discussion	28
18.7	Acceptance of LOI	28
19	Statutory Obligations	29
20	Bankruptcy	31
21	Notice	31
22	Canvassing Not Permitted	31
23	Termination of Work	32
24	Arbitration	32
25	Governing Law	32
26	Jurisdiction	32
27	Non-Fulfillment of Terms And Condition of The Contract	32
28	Completion Of Work	33
29	Accident and Responsibilities of Bidder	34
30	Foreclosure	34
31	Force majeure	35
	Annexure-A Instruction to Bidders for Online Tendering	36
	Annexure-B List of Banks for submission of EMD	37



Form PA to PG	39
Price Bid Form – PP	46
Format of Bank Guarantee for EMD	47



TENDER NOTICE

Tender Number GMDC/Power/ATPS/ RO/20/23-24

Place of work	2x125 MW Akrimota Thermal Power Station, village NaniChher, TalukaLakhat, district Kutch, Gujarat.
Brief Description of work	The Work of “Supply, Erection, Commissioning & Installation of 30 cubic meter per hour (m ³ /hr) RO System” as per scope of work”
Period of contract	The Period of Contract will be of 03 months from the date of acceptance of LOI.
Estimated Contract Value	Rs 57,00,000 (Rupees Fifty-Seven Lakh Only) excluding GST.
Availability of Tender	Tender Document will be available on the GMDC website (www.gmdcltd.com) and nprocure portal (https://gmdctender.nprocure.com). Bids shall be required to be submitted online on the nprocure portal (https://gmdctender.nprocure.com).
EMD (Earnest Money Deposit)	Rs. 1,71,000 (Rupees One Lakh Seventy Thousand Only) in any one of following form ➤ 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. <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>
Tender Processing Fee	Rs. 15,000/- (Fifteen Thousand Only plus GST @ 18% aggregating to Rs. 17,700/- payable by Demand Draft/ Pay Order drawn in favor of “GMDC Ltd.” Payable at Ahmadabad. <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>
Commencement of tender	07/03/2024
Last date for download the tender document.	30/03/2024 up to 13:00 hrs
Last date of submission of bid through online	30/03/2024 up to 13:00 hrs



Last date of submission of physical documents i.e. EMD, Tender Processing Fee etc.	30/03/2024 up to 13:00 hrs at Akri Mota Thermal Power Station, GMDC, Nani Chher, Ta:- Lakhpat, District :- Kachchh
Date and time for online opening of preliminary bid.	30/03/2024 at 13:30 hrs
General and Important Terms and Conditions	<ol style="list-style-type: none">1. GMDC reserves absolute right/discretion to accept and/or reject any or all the tenders received or invite fresh bid at any stage or split the work between more than one Bidders as the case may be.2. The Bidders are required to quote the rate strictly as per the terms and conditions mentioned in the Tender document. Conditional tender shall not be entertained and will be rejected summarily without assigning any reasons, whatsoever.3. GMDC may issue amendments/corrigendum in the tender documents, schedule, forms etc. at any time during the period between publication of notice and submission of bids of the tender on website. The Bidders in their own interest are advised to visit the website regularly till the last date of submission of the bid. No separate newspaper advertisement will be released for amendments/corrigendum.4. GMDC reserves the rights to modify or alter any Condition of the Tender.5. The Bidders are advised to submit their price bid online on https://www.gmdctender.nprocure.com only. Physical price bid shall not be accepted and shall be rejected summarily without assigning any reasons, whatsoever.6. Failure to submit bid online in stipulated time due to any reason whatsoever by any Bidder shall result in disqualification of bid. In such circumstances, bid submitted physically along with supporting documents, tender processing fees, EMD amount etc. shall not be considered as bid submitted and the same will be returned back to the Bidder without opening the same. GMDC reserves the right to take suitable decision in this regard.

1 Purpose of the Document

The Tender (this document) floated by GMDC (Gujarat Mineral Development Corporation Limited), A Government of Gujarat Enterprise is to select a successful bidder which shall carry out the work of “Supply, Erection, Commissioning & Installation of 30 m³ capacity Secondary RO System at the quoted commercials and executed contract terms & conditions.

2 About GMDC

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

3 Location of Work

Akrimota Thermal Power Plant Station (ATPS) is located at Village Nani Chher of Lakhpat Taluka in Kutch District of the Gujarat State.

4 About ATPS

Akrimota Thermal Power Plant Station (ATPS) is located at Village Nani Chher of Lakhpat Taluka in Kutch District of the Gujarat State. The project is located about 150 kms from Bhuj. The nearest Railway Station and Airport is at Bhuj.

GMDC has 2*125 MW Thermal Power Project called ATPS. Both the units have been in commercial operation since March 2005. It is getting Lignite from its own mines located at Mata no Madh and Umarsar. The water requirement for the power plant is taken from the nearest Kori Creek through a 1.4 KM long sea water intake channel. The CFBC boiler is used here as it is environment friendly and controls sulphur in the flue gas emission. A 100-metre-thick green belt surrounds the entire site. The state of the art technology DCS has been used.

5 General Instructions to Bidder

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

5.1 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.

5.2 Due Diligence

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

5.3 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.

5.4 Amendment of Tender Document

At any time before the deadline for submission of bids, GMDC LTD may modify the tender Document for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by amending, modifying and/or supplementing the same. Any amendments/modifications in the tender document would be displayed on GMDC Web Site and all such amendments shall be binding on the Bidder without any further act or deed on GMDC LTD part. In the event of any amendment, GMDC LTD reserves the right to extend the deadline for the submission of the bids, in order to allow prospective Bidder reasonable time in which to take the amendment into account while preparing their bids. GMDC LTD may at its sole discretion, extend this deadline for submission of bids by amending the bid documents.

5.5 Contact Details

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

Head (Project Planning & Administrative)
AkriMota Thermal Power Station (ATPS), Nani Chher
Gujarat Mineral Development Corporation Ltd.
(A Govt. Of Gujarat Enterprise)

CIN: L14100GJ1963SGC001206, GST: 24AAACG7987P1ZT

Nani Chher, Ta: - Lakhpat, District: -Kachchh,

☎EPABX :02839-251001, 251006, 251028

E-mail: atps@gmdcltd.com , rsgadihoke@gmdcltd.co.in, Website :www.gmdcltd.com

5.6 Language of Bid

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

5.7 Late Bids

Any bid received by GMDCLTD., after the deadline for submission of bids prescribed by GMDCLTD., summarily rejected. GMDCLTD. 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.

5.8 Right to Accept Proposal

GMDCLTD., 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.

5.9 Site Visit

5.9.1 Bidders advised to visit the site 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.

5.9.2 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.

5.10 Period of Validity of Bids

Bids shall remain valid for 180 days after the date of bid opening prescribed by GMDC LTD and same may be extended unconditionally for further period of 60 days. The Bid of the Bidder shall be considered non-responsive if such Bid is valid for a period less the Bid Validity Period.

5.11 Sub Contract

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

5.12 Consortium / Joint Venture

Consortium / Joint Venture are not allowed.

5.13 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.

5.14 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.

5.15 Declaration

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

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.

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.

6 Earnest Money Deposit

A non-interest-bearing Earnest Money Deposit Rs. 1,71,000 (Rupees One Lakh Seventy One Thousand Only) in any one of following form

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

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

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.

7 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. 15,000/- plus GST @ 18% (Rs. 2700) aggregating Rs 17,700/- 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.

8 Security Deposit

8.1 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.

8.2 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 issuance of LOI in any one of following form

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

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 06 (Six 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 06 (Six months) from the date of receipt of LOI and shall be renewed from time to time in case of requirement.

8.3 It shall be refunded to the successful bidder, within a period of six months after satisfactory completion of the work and removal of equipment, tools tackles, campsite etc, and the due fulfillment of all the terms and conditions of the contract.

8.4 The successful bidder shall obtain “No Dues Certificate” and “Site Clearance “certificate to this effect from the General Manager [Project] / Project-in-Charge and shall submit the same to the General Manager [Power] at HO, who after verification of the fact will arrange for refund of SD.

8.5 The successful bidder will also have to submit “NO DEMAND CERTIFICATE” along with the above-mentioned certificate.

8.6 The SD deposited by the successful bidder may be forfeited if the successful bidder fails to adhere to fulfill the conditions of work order / agreement.

8.7 Security deposit shall not bear any interest under any circumstances. GMDC will reserve the right to recover the charges or the liquidated damages from the Security Deposit in the following circumstances-

- 8.7.1 If the successful bidder or its employees causes any damage or destroy any property belonging to GMDC.
- 8.7.2 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.
- 8.7.3 Any other dues on account of statutory compliance.

9 Procedure for Submission of the Bid

9.1 Offers prepared in accordance with the procedures enumerated below.

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

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

- 9.3.1 Pre-qualification bid (Details of EMD and Tender Processing Fee),
- 9.3.2 Technical Bid
- 9.3.3 Price Bid.

9.4 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.

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

9.6 Following documents should be submitted 'off-line' in the sealed cover super-scribed as "Technical Bid for Tender Number: **GMDC/Power/ATPS/RO/20/23-24** and Name of work: "Erection, Commissioning & Installation of 30 m³ capacity RO System". Bids must be submitted as per the schedule (date & time) indicated in tender notice.

10 Eligibility and Qualification Criteria of Bidder

10.1 Experience:

10.1.1 The Bidders should have following minimum experience of having successfully completed similar works during last 7 (Seven) years ending on last day of February-2024 (i.e. period from 01.03.2017 to 29.02.2024)

A. Three similar completed works each having amount of Rs 22,80,000/- (Rupees Twenty Two Lakh Eighty Thousand Only) or more.

OR

B. Two similar completed works each having amount of Rs 28,50,000/- (Rupees Twenty Eight Lakh Fifty Thousand only) or more.

OR

C. One similar completed work having amount of Rs 45,60,000/- (Rupees Fourty Five Lakh Sixty Thousand only) or more

Similar works means the Bidders should have carried out "Supply, Erection, Commissioning & Installation of 30 cubic meter/hr or higher size RO 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.

10.2 Financial

10.2.1 Bidder must have an average positive Net Worth of last three financial years ended on 31.03.2021, 31.03.2022 and 31.03.2023.

10.2.2 Bidder must have a Minimum Average Turnover of Rs 17,10,000 (Seventeen Lakhs Ten Thousand Only) for last three financial years ended on 31.03.2023.

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

10.3 Site Visit Certificate

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

10.4 Blacklisting of the Bidder

The Bidder or its directors have not been blacklisted by any Government Organization at the time of the bidding. 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.

11 Scope of Work

The successful bidder's detailed scope shall be as under:

- 11.1** Under the scope of this contract, the successful bidder is required to “supply, **Erection, Commissioning & Installation of 30 cubic meter/hr (m3/hr) capacity RO System.** “The Feed Water Quality Parameter & Require parameter as under

Feed Water Quality Parameter		
Sr. No.	Parameter	Value
1	pH	6.5 to 7.5
2	Conductivity	1400 to 1800 us/cm
3	TDS	700 to 1000 ppm
4	Turbidity	< 1.0 NTU
5	Chloride	250 to 400 ppm

Secondary RO Plant require Out let parameter		
Sr. No.	Parameter	Value
1	Capacity	30 m3/hr
2	pH	More Than 7.0
3	Conductivity	< 200 us/cm
4	TDS	< 150 ppm
5	Plant Recovery	More than 85%

- 11.2** Details specification of different RO System Equipment will be as under

11.2.1 RO FEED PUMP

Description	
Quantity	2 no(1W +1 Stand by)
Flow	35m3/hr
Head	30mt
Motor	7.5kw
MOC	CI Body & Bronze impeller
Type	Mono block
Make	Grundfoss / Ebara / Xylem

11.2.2 DOSING SYSTEM (CHLORINATION, SMBS, ANTISCALANT)

Description	
Quantity	4 no.(3W +1 stand by)
Type	Diaphragm
Capacity	0-6lph.
Pressure	4bar
End connection	4/6mm
Max suction pressure	1.5m
Make	MiltonroyUC-11 / Ceko / Penter
HDPE storage tank	100liters-3nos

11.2.3 MICRON CARTRIDGE FILTER

Description	
Quantity	1 lot.(9 no Each)
Size	2.5" dia
Height	40"
Type	Cartridge filter
Pressure	2.5kg/cm ²
MOC	SS316L

11.2.4 HIGH PRESSUREPUMP

Description	
Quantity	2 no (1W +1Standby)
Flow	35m ³ /hr
Pressure	16kg
Motor	30kw
MOC	CI-SS304
Type	Vertical multistage
Make	Grundfoss / Ebara / Xylem

11.2.5 RO SKID

Description	
Qty	1no
MOC	MSEP

11.2.6 PRESSUREGAUGE

Description	
Qty	1 lot(7nos)
Dial range	0-5kg/cm2.
Size	2.5"dia&4dia
Make	POINTER

11.2.7 ROTAMETER

Description	
Qty	3no
Range	0-4000LPH
Type	Rota meter
Make	CWC / Bumer / Warree

11.2.8 LOWPRESSURESWITCH

Description	
Qty	1no
Range	0-2kg/cm2.
Make	DENFOSS / equivalent.

11.2.9 HIGHPRESSURESWITCH

Description	
Qty	1no
Range	0-12kg/cm2.
Make	DENFOSS / equivalent.

11.2.10 RO PRESSURE VESSEL

Description	
Qty	5no
Size	8"X6 ele-5no
MOC	FRP
MODEL	80S450
Make	Ecoline PENTAIR

11.2.11 RO MEMBRANE

Description	
Qty	30 PC
Type	SWC5LD-8040
Size	8040
Make	HYDRANAUTICS.

11.2.12 MICRON CARTRIDGE FILTER FOR CLEANING

Description	
Quantity	1Lot.
Size	2.5" dia
Height	40"-9no
Type	Cartridge filter
Pressure	2.5kg/cm ²
MOC	PP

11.2.13 CLEANING PUMP

Description	
Qty	1no
Capacity	50m ³ /hr@30mt head
MOC	SS304
Power	7.5kw
Make	Grundfoss / Ebara / Xylem

11.2.14 CLEANING TANK

Description	
Qty	1no
Capacity	2000liters
MOC	LDPE
Make	Sintex /equivalent

11.2.15 PIPING

Description	
Inter connected pipes, valves, fittings	1lot
MOC	U PVC up to High pressure pump & After S S304 for High pressure line
Make	Astral/equivalent.

11.2.16 ONLINE MONITORING SYSTEM

Description	
Qty	1no
Parameters	Ph meter, Conductivity, ORP meter.
Type	Online
Make	Aster/equivalent

11.2.17 ELECTRICAL WORKS

Description	
Quantity	1no
Type	Non compartments.
Components make	Schneider/equivalent
PLC&HMI	DELTA/MITSUBISHI.
Electric panel will be supplied for the above mentioned equipment.	

11.2.18 ELECTRICAL CABLING

Distribution of cabling from panel to all equipment bidder's scope

11.2.19 INTER CONNECTING PIPING

Description	
Inter connected pipes, valves, fittings	1lot
MOC	U PVC/MS
Make	Astral/equivalent.

11.2.20 RAW WATER TRANSFER PUMP

Description	
TRANSFERPUMP	1lot
MOC	CI/SS
Make	Grundfoss / Ebara / Xylem

11.2.21 STORAGE TANK

Description	
TANK	1 Capacity:- 50 KL
MOC	HDPE
Make	SINTAX /ORBIT / Equivalent

11.2.22 WATER SHED

Description	
RO PLANT SHED	1 lot

- 11.3** The Successful bidder shall engage skilled and sufficient manpower for timely completion of work.
- 11.4** 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 successful bidder's scope.
- 11.5** The works required to be carried out at height and/or in confined space as per site situation with follow all safety rules and regulation.
- 11.6** Online water quality monitoring parameters and operational parameters shall be supply and installation by successful bidder.
- 11.7** Chemicals other consumables item required for erection and commissioning shall be in successful bidder's scope.
- 11.8** All civil works for installation of RO plant shall be in successful bidder's scope.
- 11.9** Providing shed for RO plant's RO skid and online monitoring system shall be successful bidder's scope.
- 11.10** Lifting and shifting, tools and tackles etc. shall be in successful bidder's scope.
- 11.11** RO Plant trial test shall be carried out in presence of GMDC representative.
- 11.12** If any, defect is observed during trial run, the same has to be rectified by the successful bidder free of cost. If any abnormality observed, then successful bidder has to rectify the same without any cost to GMDC and it shall in scope of successful bidder.
- 11.13** The work should be carried out and tested up to the satisfaction of GMDC. The successful bidder is required to adhere to all statutory norms. The successful bidder shall be solely responsible for safety of its manpower.
- 11.14 Other scope of work of the bidder:**
- 11.14.1** All safety precaution shall be taken by the successful bidder.
- 11.14.2** Police verification of successful bidder's manpower, plant gate pass shall be arranged by the successful bidder.
- 11.14.3** All types of transportation shall be in successful bidder's scope.
- 11.14.4** The successful bidder shall engage skilled and sufficient manpower and resources for timely completion of job.
- 11.14.5** The successful bidder shall ensure all safety measures of manpower, machines, etc.
- 11.14.6** If any part gets damaged by the act of successful bidder, replacement shall be carried out by bidder on urgent basis free of cost to GMDC.
- 11.14.7** The works shall have to be carried out as per work order in totality by the successful bidder.

- 11.14.8** All types of consumables material like cotton waste, nut bolts, washer, sealant, packing etc shall be in successful bidder scope.
- 11.14.9** All types of required machines, power tools, vehicles, tools, tackles and testing equipments with manpower shall be in bidder scope for carrying out above work in scheduled time shall be in successful bidder scope.
- 11.14.10** Proper care should be taken not to damage any equipment while carrying out any work. If any damages done, then the successful bidder shall repair / replace the equipment in working condition with test certificate. Else, the Liquidated damage of cost of new respective damaged equipment + 15% processing fee shall be levied on the successful bidder.
- 11.14.11** The successful bidder shall abide by and ensure compliance of all labor laws, insurance, workman compensation act & all applicable statutory rules and regulations for subject work.
- 11.14.12** The successful bidder must fulfill all the safety regulations and take all necessary safety measures to avoid any hazard and shall be strictly followed by persons deployed by the successful bidder for the job.
- 11.14.13** The successful bidder shall be solely responsible for any accident / Incident to the successful bidder's workers and should adhere to all rules and regulations as per labor laws of Government and other statutory authority. The successful bidder shall ensure that all persons employed by the successful bidder use personal protective equipment.

11.15 GMDC Scope:

The following scope shall be under the owner's obligation: -

- GMDC shall arrange gate pass on requests from successful bidder.
- GMDC shall arrange incomer power supply for secondary RO plant.
- GMDC shall arrange laboratory facility at time of trial run of plant.
- GMDC Shall provide guest house facilities on chargeable basis.

12 Period and Duration of Work

- 12.1** The Contract period shall be 3 Month for Supply, Erection, Commissioning & Installation of 30 cubic meter/hour (m³/hr) capacity RO System from the acceptance of LOI.
- 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.

13 Liquidated Damages (LD)

- 13.1** Time is the essence of the contract and successful bidder has to complete the work in all respect within a total of 03 Month from the date acceptance of the LOI. Looking to this, if the delay in works is solely attributable to the Successful Bidder than, the LD shall be recovered at the rate of **5,000/- per day** for delayed period with the maximum sealing limit of 10% of the total contract value.
- 13.2** RO System final outlet parameter shall full fills all the parameter within the range, if the mention parameter is not achieved in trial run than, the LD shall be recovered 10% of the total contract value.
- 13.3** Proper care to be taken while carrying out any work so that any equipment may not get damage. If any damages done, then the successful bidder shall repair / replace the equipment in working condition.
- 13.4** Incompletion of any work or part of the work found of the contract affecting to the operation and safety of equipments and manpower shall be considered non-completion of the work and may lead to liquidated damage.
- 13.5** Under any circumstances GMDC shall not be liable to pay any compensation to the successful bidder.

- 13.6** The overall capon total LD for delay in supply and/or works shall be 10% of the total contract value.

14 Performance Guarantee:

- 14.1** Successful bidder has to give performance guarantee for 12 months from the date of successful trial run of RO System at ATPS.
- 14.2** If any defects observed or any mention parameter not achieved during the guarantee period, then the Successful bidder shall carry out the repairing including transportation, supply of required materials, tools, tackles, power tools, manpower, machine, etc. including transportation, as per requirement, in totality within 1 month period of intimation by GMDC.
- 14.3** The 10% SD shall be converted in the performance BG for the above specified period.
- 14.4** If the Successful bidder does not carry out the repairing work / replacement of spares within 1 week of intimation, the GMDC shall be free to carry out the repairing on the cost and risk of the Successful bidder and deduct the cost from bidder's account. Additionally, GMDC may proceed for blacklisting the Successful bidder.
- 14.5** The Performance BG will be returned to Successful bidder after successful completion of guaranteed period.

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 Insurance

- 16.1** 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.

- 16.2** 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.
- 16.3** 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.
- 16.4** 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.

17 Payment Terms

- 17.1** The successful bidder shall submit 40% bill of contract value after Delivery of material on the site with physical verification, certification and sign-off by GMDC representative.
- 17.2** The successful bidder shall submit remaining bill after the completed work in all respect.
- 17.3** Bill shall be submitted to the office of the Head (PP&A), ATPS with following documents:
- 17.4** Duly Certified "Certificate of Work Completion".
- 17.5** Check List as per format provided by GMDC.
- 17.6** Any other documents if any as prescribed by GMDC as and when requires.

- 17.7 The Running Account bills, submitted at the office of Head (PP&A), ATPS will be processed there considering following deductions.
- 17.8 Income tax as per provision of Income Tax Act, and other Taxes (and surcharges) applicable in force from time to time
- 17.9 Liquidated damages,
- 17.10 Other deductions, if any.
- 17.11 100% of the payable amount arrived after considering above deduction, will be paid by office of the ATPS, within 30 days of submission of the bill along with its details.
- 17.12 The Successful Bidder shall have no rights to claim any amount without carrying out actual work / supply.

18 Evaluation of Bids

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 Document 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 Discussion

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

18.7 Acceptance of LOI and Award of Contract (Work Order)

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

18.7.2 The successful bidder shall have to submit the Security Deposit with 10 days from acceptance of LOI. The successful bidder shall submit the Security Deposit in the manner prescribed in this Tender Document. In case of failure to submit the security deposit, the amount of EMD will be forfeited and necessary further actions may be initiated as may be deemed fit by the GMDC.

18.7.3 GMDC will award the contract (Work Order) to the successful bidder, after the payment of Security Deposit, in token of acceptance of the terms and conditions of the contract, within 30 days from date of LOI. In case of any necessity arising after executing work order and during the execution of the work, which requires alteration/modifications in the agreement, the same can be made in writing after mutual understanding and consent of both the parties.

19 Statutory Obligations

19.1 That the successful bidder shall obtain license under the Factories Act and it 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 successful 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** 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.

19.11 That the successful bidder would obey with all applicable laws and maintain all such necessary records as necessitated under such enactments.

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 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 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 Indian Boiler Regulation Act, 1950 and rules made there under
- The Minimum Wages Act, 1948
- 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

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

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

23 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.

24 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.

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 Non-Fulfillment of Terms And Condition of The Contract

27.1 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.

27.2 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.

27.3 For any reasons, if it is required, the GMDC reserves rights to cancel, terminate, amend and / or alter the contract and / or bifurcate and / or reduce and / or increase 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.

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 (Power Project) of GMDC shall formally issue the Completion Certificate, after verifying from the completion documents and satisfying himself that the Works under the Contract have been completed in accordance with all the provisions of this Contract. The successful bidder, after obtaining the Completion Certificate shall become eligible to present the final bill for the Works executed by it under the Contract.

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 Project Authority or any other officer immediately present there of such incidence and shall simultaneously make adequate remedial arrangements on his/its own cost and risk and as per the instruction of the Project Authority.

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

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

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

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.

Annexure "A"

Instruction to Bidders for Online Tendering

1. All Bidders must submit their bid online through the website <https://gmdctender.nprocure.com>
2. Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n) code solutions- a division of GNFC Limited, who are licensed Certifying Authority by Government of India at address mentioned below at clause 5.
3. All bids should be digitally signed. For details regarding digital signature certificate and related training involved at the below mentioned address should be contacted:
Address:
(n)Procure Cell
(n)Code solutions A division of GNFC
403, GNFC Info-Tower, Bodakdev, Ahmedabad- 380 054 (India)
Tel: +91 26857316/17/18 Fax: +91 79 26857321, Toll Free: 1800-233-1010
E-mail : nprocure@gnfc.net
4. Kindly take note that, valid Digital Signature Certificates is a must for all the interested Bidders. Online 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 at Clause No. 5 of Chapter No-III. Bidders are requested to take benefit of the same.
9. All the correspondence in respect to training, support or digital signature certificate should be addressed to (n) code solutions directly on the above mentioned address. In case the Bidders face any difficulty, they may contact the officials of the GMDC or GNFC on the below mentioned details:
 - a. **GMDC:**
Contact Person: General Manager (Power)
Contact numbers: 079-27913200/3501 Ext No 1760
E-Mail: power@gmdcltd.com; jndave@gmdcltd.co.in
 - b. **GNFC:**
Contact Number: 079- 26857316/17/18
E-Mail: nprocure@gnfc.net

Annexure "B"

The following list of banks can get updated from time to time as per the latest notice provided by the Government of Gujarat. The Bidder can provide EMD / Tender Fee / Performance Security from any of the approved banks by the Government of Gujarat in the latest notice, except for the co-operative banks.

Acceptance of Bank Guarantee as
Security Deposit and Earnest
Money Deposit.

Government of Gujarat

Finance Department

GR. No.: FD/MSM/e-file/4/2023/0057/D.M.O.

Date: 21/04/2023

Read: FD GR. No.: EMD/4/2022/0002/DMO Dt. 20/05/2022

Preamble:

Tendering authorities of the State Government and its Boards/Corporations/PSUs frequently take Bank Guarantee from the bidders towards Security Deposit and Earnest Money Deposit. The State Government had issued the list of eligible banks vide above read resolutions of this department dated 20/05/2022.

After careful consideration, the Government has decided to approve the list of Banks whose Bank Guarantees would be accepted for the purpose mentioned above. It has now been decided to resolve as follows:

Resolution:

Government Departments and State Government Boards / Corporations / PSUs would accept Bank Guarantee (towards Security Deposit and Earnest Money Deposit) issued by any of the banks included in the **Annexure I**, attached to this Resolution.

The tendering authority will be required to ascertain the authenticity of the Bank Guarantee and set up necessary internal control procedures.

By order and in the name of the Governor of Gujarat.



(S. Chhakechhuak)

Additional Secretary (Budget)
Finance Department

Annexure I.

Finance Department, GR. No.: FD/MSM/e-file/4/2023/0057/D.M.O.

Date: 21/04/2023

(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, 2024. 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.

Sr No	Name of Banks	Sr No	Name of Banks
1	AXIS Bank	17	Kotak Mahindra Bank
2	AU Small Finance Bank	18	South Indian Bank
3	Bandhan Bank	19	Standard Chartered Bank
4	BNP Paribas	20	Tamilnadu Mercantile Bank
5	City Union Bank	21	Utkarsh Small Finance Bank
6	CSB Bank	22	The Kalapur Commercial Co-op. Bank
7	DBS Bank India Limited	23	Ahmedabad Mercantile Co-op. Bank
8	DCB Bank	24	Nutan Nagarik Sahakari Bank Ltd.
9	Equitas Small Finance Bank	25	Rajkot Nagarik Sahakari Bank Ltd.
10	FEDERAL Bank	26	Saraswat Co-Operative Bank Ltd
11	HDFC Bank	27	SVC Co-Operative Bank LTD.
12	HSBC Bank	28	The Gujarat State Co-operative Bank
13	ICICI Bank	29	The Mehsana Urban Co-Op. Bank Ltd
14	IndusInd Bank	30	The Surat District Co-Operative Bank Ltd
15	Karnataka Bank	31	The Surat People's Co-Op. Bank Ltd
16	Karur Vysya Bank	32	Saurashtra Gramin Bank

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


(S. Chhakhhuak)

Additional Secretary (Budget)

Finance Department

-----XXXXX-----



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
----------	---	----------



FORM - PB
STATUS OF THE BIDDER

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

Signature and Stamp of the Bidder



FORM PC

1. Turnover and Net Worth

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

1.1 Net Worth= Rs. _____ for the Year ended on 31.03.2021.
Rs. _____ for the Year ended on 31.03.2022.
Rs. _____ for the Year ended on 31.03.2023.

Average Net Worth Rs. _____

1.2 Turn Over = Rs. _____ for the Year ended on 31.03.2021.
Rs. _____ for the Year ended on 31.03.2022.
Rs. _____ for the Year ended on 31.03.2023.

Average Turnover of Rs. _____

2. Details of Work Carried Out by the Bidder During the Last Seven Years (From 01.12.2015 to 30.11.2022)

Sr. No.	Description of work with Workplace	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



FORM PD

Declaration

(On letter head of the Bidder)

DATE:

To,
Head (Project Planning & Administrative)
AkriMota Thermal Power Station,
Gujarat Mineral Development GMDC Ltd.,
Nani Chher, Taluka: - Lakhpat
District: - Kachchh

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 blacklisted 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



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



FORM PF
Undertaking Of Indemnity
(On Letter head of the Bidder)

To,

To,
Head (Project Planning & Administrative)
AkriMota Thermal Power Station,
Gujarat Mineral Development GMDC Ltd.,
Nani Chher, Taluka: - Lakhpat
District: - Kachchh

Dear Sir,

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

Yours faithfully,

For -----

(Signature & Stamp of the Bidder)



FORM PG

Declaration

(On letter head of the Bidder)

Site Visit

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

Sr. No.	Description	Quantity of work	Unit	Unit Rate in Rs. (Excluding GST)	Total Amount in Rs. (Excluding GST)
1	Supply, Erection, Commissioning & Installation of 30 cubic meter/hr (m3/hr) RO System (details as per scope of work) including Loading, unloading , to & Fro transportation and successful testing	1	Nos.		
Total Amount excluding GST (Rs)					

GST shall be reimbursed extra as per prevailing and applicable rates on submission of proof thereof.



Please note the following details for Compulsory e-confirmation for Bank Guarantee through ICICI Bank through SFMS under our:

Gujarat Mineral Development Corporation Limited (GMDC)
132 Ft Ring Road, Near University Ground Vastrapur, Ahmedabad.
Bank Name: ICICI Bank Ltd
IFS Code: ICIC0000024
UIC GMDC530265584 for Field 7037 MT760

FORMAT OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)

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

..... (Name of the Bank)

Address.....

Guarantee No.....

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

Date of Expiry.....

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

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

For..... (Name of Facilities)

Subject: Earnest Money Deposit Bank Guarantee.

Date.....2023

To,

Head (Project Planning & Administrative)
Akri Mota Thermal Power Station,
Gujarat Mineral Development GMDC Ltd.,
Nani Chher, Taluka: - Lakhpat
District: - Kachchh

Dear Sir,

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



TenderNo. _____ for _____ the
work _____

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

(_____ only) (figure in words).

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



matter or thing whatsoever under the law relating to sureties would but for this provision have effect of so relieving us.

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