

## **Tender for**

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**Work of “Supply & Replacement of Spares for  
Balance of Plant (BOP) area” at GMDC’s 2x125 MW  
Akrimota Thermal Power Station**

**Tender No: - GMDC/POWER/ATPS/ 03 /24-25**

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### **Answer to Pre-Bid Queries and Corrigendum - II**



**Gujarat Mineral Development Corporation Limited  
Khanij Bhavan, 132-Ring Road, Gujarat University  
Ground, Vastrapur, Ahmedabad- 380052**

## Responses to pre-bid queries

Sr. No.	Clause No.	Description	Pre-bid query/ Clarification	Response / Addendum / Corrigendum (If any)
1.	NIL Period of Contract	The period of contract will be 04 months from the date of acceptance of LOI.	Considering the given list of Spares in clause no. 12, Scope of work with BOQ involving scope of Supply and replacement and after discussing with various OEM's mentioned in the list, bidder requests GMDC to provide contract period of 6 – 7 months owing to few long lead delivery items whose supply is much beyond 04 months.	<b>Modified clause:</b> The period of contract will be 60 days from the date of acceptance of LOI.
2.	12. Scope of Work with BOQ	BOQ		Revised BOQ attached in Annexure-I of this Corrigendum.  Price Bid on the n-procure portal has been updated accordingly.
3.	NIL Estimated Contract Value	Approximately Rs. 1,81,20,000 (Rupees One Crore Eighty-One Lakhs Twenty Thousand only) for total work excluding GST.	After reviewing the specified list of Spares mentioned in clause no. 12, Scope of work with BOQ, bidder wishes to inform GMDC that the Estimated Contract Value given by GMDC in the tender document is not in sync with the cost of Spares mentioned for CW System and SWTP items in Scope of Work i.e. the actual cost of these spares is several times higher than the Estimated Contract Value. Bidder strongly feels that there is a gross anomaly in Estimated cost consideration which might possibly have been resulted due to computational error/typo error/non- consideration of cost w.r.t. specified items. Kindly revisit your cost estimate please.	<b>Modified Clause:</b> Approximately Rs. 1,01,20,000 (Rupees One Crore One Lakh Twenty Thousand only) for total work excluding GST.
4.	EMD (Earnest Money Deposit) (On Page 5 and Clause 6)	Rs. 5,43,600/- (Rupees Five Lakhs Forty-Three Thousand Six Hundred only)		<b>Modified Clause:</b> Rs. 3,00,000/- (Rupees Three Lakhs only)

Sr. No.	Clause No.	Description	Pre-bid query/ Clarification	Response / Addendum / Corrigendum (If any)
5.	10.1 Experience	<p>The Bidders should have following minimum experience of having successfully completed similar works during last 7 (seven) years ending on last day of Aug 2024 (i.e. period from 01.09.2017 to 31.08.2024):</p> <p>A. Three similar completed works each having amount of Rs 72,48,000/- (Rupees Seventy Two Lakhs Forty-Eight Thousand Only) or more during last 7 (seven) years. (i.e. period from 01.09.2017 to 31.08.2024)</p> <p>OR</p> <p>B. Two similar completed works each having amount of Rs 90,60,000/- (Rupees Ninety Lakhs Sixty Thousand Only) or more during last 7 (seven) years. (i.e. period from 01.09.2017 to 31.08.2024)</p> <p>OR</p>		<p><b>Modified Clause:</b></p> <p>The Bidders should have following minimum experience of having successfully completed similar works during last 7 (seven) years ending on last day of Aug 2024 (i.e. period from 01.09.2017 to 31.08.2024):</p> <p>A. Three similar completed works each having amount of Rs 40,48,000/- (Rupees Forty Lakhs Forty-Eight Thousand Only) or more during last 7 (seven) years. (i.e. period from 01.09.2017 to 31.08.2024)</p> <p>OR</p> <p>B. Two similar completed works each having amount of Rs 50,60,000/- (Rupees Fifty Lakhs Sixty Thousand Only) or more during last 7 (seven) years. (i.e. period from 01.09.2017 to 31.08.2024)</p> <p>OR</p>

Sr. No.	Clause No.	Description	Pre-bid query/ Clarification	Response / Addendum / Corrigendum (If any)
		C. One similar completed work having amount of Rs 1,44,96,000/- (Rupees One Crore Forty-Four Lakhs Ninety-Six Thousand Only) or more during last 7 (seven) years. (i.e. period from 01.09.2017 to 31.08.2024)		C. One similar completed work having amount of Rs 80,96,000/- (Rupees Eighty Lakhs Ninety-Six Thousand Only) or more during last 7 (seven) years. (i.e. period from 01.09.2017 to 31.08.2024)
6.	10.2.2	Bidder must have a Minimum Average Turnover of Rs 54,36,000/- (Rupees Fifty-Four Lakhs Thirty-Six Thousand Only) for financial year ending on 31.03.2022, 31.03.2023 and 31.03.2024.		<p><b>Modified Clause:</b></p> <p>Bidder must have a Minimum Average Turnover of Rs 30,36,000/- (Rupees Thirty Lakhs Thirty-Six Thousand Only) for financial year ending on 31.03.2022, 31.03.2023 and 31.03.2024.</p>
7.	6 Earnest Money Deposit	A non....Demand Draft.... OR .... Digital Mode.... is mentioned for EMD submission.	Bidder informs GMDC that mode of submission of Earnest Money Deposit through "Bank Guarantee" is not mentioned in the Tender document. Bidder presumes this mode is acceptable to GMDC. Please confirm. Also, please provide "EMD Bank Guarantee format" for our due consideration.	<p>Bidder can submit the EMD in the form of Bank Guarantee issued by banks approved by Govt. Of Gujarat from time to time (except Co-Operative bank). The Bank Guarantee should be valid for a period of not less than 6 (six) months from the last date of submission of bid.</p> <p>Format is provided in Annexure-II of this Corrigendum. Govt. GR is attached in Annexure B of the RFP for approved banks.</p>

Sr. No.	Clause No.	Description	Pre-bid query/ Clarification	Response / Addendum / Corrigendum (If any)
8.	(1) 8 Point no. 8.2 Security Deposit  (2) 11.7 point no. 11.7.2 Security Deposit	(1) The successful bidder shall submit security deposit of 10% of the total contract value excluding Goods & Service Tax (GST) <b>Within 10 days</b> from the date of receipt of acceptance of LOI in any one of following form.... Demand Draft... OR Bank Guarantee.... (2) The Successful bidder shall have to submit the Security Deposit with within 10 days from the date of LOI .....	Bidder wishes to inform GMDC that processing time of Security Deposit Bank Guarantee as per your format given in page no. 42 of 44 in Tender document requires 30 days from the date of receipt of acceptance of LOI. Kindly consider bidder's request.	As per Tender
9.	Scope of Work with BOQ	Item : CW system: Supply & replacement Complete assembly of 750NB rubber below with fasteners. Make: M/S Cori engineers pvt. ltd, Chennai.	Bidder requests GMDC to provide equivalent alternate Make approval for M/s. DWREN Industries, Kolkata who are a reputed Industrial name for Rubber Expansion bellows. Moreover, they are the OEM for 1500 NB Rubber bellows being used in Condensate System and CW System in GMDC ATPS, 2 x 125 MW TPP since inception. Bidder shall ensure one-to- one replacement of existing 750NB Rubber bellows.	During the ongoing plant overhaul, 9 nos of 750 NB rubber bellows with fasteners of Make: M/s Cori engineers pvt ltd. Chennai with matching dimension of counter flanges are going to be installed.  For remaining 9 nos of rubber bellows if make is changed (Non-OEM) then accordingly dimension of counter flanges & fasteners is also required to be changed. In that case, Bidder has to purchase the matching counter flanges (18 nos) & set of fasteners extra along with Rubber bellows without any extra cost implication to GMDC.

Sr. No.	Clause No.	Description	Pre-bid query/ Clarification	Response / Addendum / Corrigendum (If any)
10.	12 Scope of Work with BOQ	Supply, replacement and servicing of Nozzles in 7 nos. cells of Cooling Tower.	Bidder informs GMDC that items mentioned in S.Nos. 3, 4, and 5 of Scope of Work table are pertaining to supply, replacement and servicing of PVC fills and Drift Eliminators for proposed 7 nos. cells of Cooling Tower. However, there is no mention of supply, replacement and servicing of Nozzles for 7 nos. cells which is a vital and inter related item to PVC fills and Drift Eliminators and is necessary for achieving the overall efficiency / performance of the Cooling Tower. Kindly review and confirm the addition of Nozzle requirement.	As clarified in S. No. 2 of this Corrigendum
11.	12 Scope of Work with BOQ	Item: SWTP system: Supply and replacement of GSF inlet & outlet gate without actuator & with foundation frame Make: Mecha Tech industries-Howrah	Bidder requests GMDC to provide alternate Make approval for Bidder / Bidder approved source for Supply and replacement of CI sluice gates as the Bidder is into the business of Water Intake System consisting of various types of Gates and Screens in core Industrial sectors since last 30 years. Bidder will ensure one-to-one replacement of the existing Gates in SWTP System.	M/s Mecha Tech industries-Howrah is the OEM for the GSF inlet & outlet gate. If non-OEM/ alternate make like the Bidder is selected, then the Bidder has to supply all parts for gate assembly as per OEM Drawing & follow all the standards & specification as mentioned in the drawing of OEM (including corrocoating, sand blasting, coating, painting for above & under sea water parts of gate assembly) with foundation frame.
12.	12 Scope of Work with BOQ	Painting specifications of 750 NB Rubber expansion bellow mentioned in S.No. 1 of Scope of Work with BOQ table.	Bidder requests GMDC to confirm the painting specifications applicable for the components of S.No.1, Rubber Expansion Bellow.	There is no requirement of painting for Rubber Bellows as mentioned in item S. no. 1
13.	12 Scope of Work with BOQ	Scope of supply of counter flanges applicable for 750 NB Rubber Expansion	Bidder requests GMDC to confirm the scope of supply of counter flanges as applicable for 750 NB Rubber Expansion Bellows and 750 NB	The Counter flanges for Rubber Bellows 750 NB Expansion Bellows

Sr. No.	Clause No.	Description	Pre-bid query/ Clarification	Response / Addendum / Corrigendum (If any)
		Bellows and 750 NB BFV mentioned in S.No. 1 and 2 of Scope of Work with BOQ table.	BFV mentioned in S.No. 1 and 2 of Scope of Work with BOQ table specifying the required thickness and MoC.	will be provided at ATPS site to the vendor
14.	(1) 12 Scope of Work with BOQ (2) 15 point no. 15.7 Measurements (3) Elsewhere in the Tender document	Definition of Consumables	Bidder requests GMDC to clearly define the items / components applicable / falling under the term "Consumable /Consumables" used in the whole of tender document in order to avoid any kind of ambiguity at a later stage.	All types & sizes of gaskets (Rubber, Water, Metallic, Oil) ,set of fasteners (M.S/SS316L/G.I),all types of nut bolts, all types of welding electrodes (for M.S,SS,CI Material, Make: Ador or Esab only), gland packings (water, application, metallic, non-metallic), Grease, Moly cote grease, WD-40, Petrol, Diesel, Teflon tapes, cutting wheel, grinding wheel, argon cylinder, oxygen & DA cylinder with cutting torch, Cotton waste consumable as per required quantity will be in scope of successful bidder.
15.	12 Scope of Work with BOQ	Sample of material (1) Your entity has to approve sample of material before bulk supply. (2) For quote purpose Your entity has to take dimensions for fitment guarantee & collect sample of material for ascertaining MOC. (3) Your entity has to supply one sample along with drawing of each item for approval to GMDC, and after getting approval,	(1) Bidder informs GMDC that approving sample of material before bulk supply will be done by bidder only if applicable. (2) Bidder wishes to inform GMDC that collection of sample material for ascertaining MOC for quotation purpose would be carried out by the bidder only if need be on the basis of site assessment. (3) Bidder informs GMDC that sample cannot be provided for each item along with the drawing as it is both technically and practically not feasible owing to the customized and specific design of items involving long delivery, special raw materials and high value.	(1) In case of GSF inlet & outlet gate (07+07=14 nos) with foundation frame, bidder has to supply complete assembly of one sample of each gate along with drawing for approval to GMDC, and after getting approval, shall supply balance quantity. (2)For ascertaining MOC of sample material bidder has to make assessment at site. (3) As clarified in (1) above.

Sr. No.	Clause No.	Description	Pre-bid query/ Clarification	Response / Addendum / Corrigendum (If any)
		shall supply balance quantity. Information to be given to GMDC well in advance.		
16.	12 Scope of Work with BOQ	Any type of civil work required for the execution or completion of work at site should be in scope of your entity.	Any kind of civil works will not be undertaken by the Bidder. Therefore, Bidder requests to remove civil works from their scope.	For the smooth execution of work at site without any delay from civil related work, Bidder has to make necessary arrangements to carry out civil related work by themselves or by another agency under bidder's supervision, responsibility & cost as per standard practice and IS Codes, with no additional cost/time implication on GMDC. (For example, Civil work required in case of, including but not limited to, GSF inlet & outlet gate replacement work.)
17.	14 point no. 14.2 Liquidated Damages (LD)	LD for late supply of spares/materials shall be leviable at @ 0.1 % of amount of particular spares/material per day for any delay beyond the time specified in the tender documents with the maximum sealing limit of <b>10 %</b> of the total contract value.	Bidder wishes to propose LD for late supply of spares / materials which shall be levied @ 0.1 % of amount for undelivered portion of spares /material supply per day for any delay beyond the time specified in the tender documents with the maximum sealing limit of 5 % of the basic contract value excluding GST charges. Bidder requests GMDC to please accept the same.	As clarified in S. No. 25 of this corrigendum.
18.	(1) 13 point no. 13.1 Period and Duration of Work (2) 30 point no.	Provision of extension of Contract period  (1) Supply & Replacement of all Material Within 4	Bidder wishes to inform GMDC that there seems to be a mismatch in the content of both the clauses i.e 13.1 and 30.4 w.r.t. provision of time extension for the Contract period. Kindly review at your end and confirm which clause is	Period of Contract as clarified in S. No. 1 of this corrigendum.  Extension to the period of contract as mentioned in Clause 13.1 and

Sr. No.	Clause No.	Description	Pre-bid query/ Clarification	Response / Addendum / Corrigendum (If any)
	30.4 Completion of Work	months from the date of acceptance of LOI. However, period of contract may be extended for another period of <b>three months</b> with same terms and conditions at the sole discretion of GMDC (2) As time is essence of this project, contractor should adhere to duration of contract, except for short fall of raw material in market or delay due to natural calamity. Extension if any may be considered for <b>max 01 month only</b> .	to be considered by the bidder for time extension.	30.4 of the tender hereby stands cancelled.
19.	14 point no. 14.3 Liquidated Damages (LD)	Overall cap on late supply / Not supply of material the total LD shall be 10 % of the total contract value.	Bidder wishes to propose LD for Overall cap on late supply / Not supply of material as 7.50% of the basic contract value excluding GST charges. Bidder requests GMDC to please accept the same.	As per Tender
20.	18 point no. 18.3.2 Payment	(1) Payment Terms (2) Cost of any other services provided / material supplied plus 15% administrative charge, if any, by the GMDC.	(1) Please provide the clear Payment terms applicable for this tender. Bidder requests GMDC to please elaborate on the given clause as the same is not clearly understood by the bidder.	<b>Modified clause 18.3.2:</b> Cost of any other services provided / material supplied plus 20% administrative charge, if any, by the GMDC.  Bidder to read the modified clause given in this Corrigendum along with response provided in S. No. 25 of this corrigendum
21.	24 point no. 24.3 Non-	(1) Non-Fulfillment of Terms and Condition of the Contract	Bidder requests GMDC to revise the clause as indicated below:	As per Tender

Sr. No.	Clause No.	Description	Pre-bid query/ Clarification	Response / Addendum / Corrigendum (If any)
	Fulfillment of Terms and Condition of the Contract	(2) For any reasons, if it is required, the GMDC reserves rights to cancel, terminate, amend and / or alter the contract and / or bifurcate and / or reduce the contract work at any time without giving any notice or reason to the Successful bidder and without incurring any responsibility.	(1) Clause title to be revised as "Termination of contract for Non-Fulfillment of Terms and Condition of the Contract". (2) For any reasons pertaining to Non-fulfillment of the Terms and Condition of the Contract, if it is required, the GMDC reserves rights to cancel, terminate, amend and / or alter the contract and / or bifurcate and / or reduce the contract work at any time without giving any notice or reason to the Successful bidder and without incurring any responsibility. Please confirm.	
22.	1. Purpose of the Document	The Tender Document (this document) floated by GMDC (Gujarat Mineral Development Corporation Limited), A Government of Gujarat Enterprise is to select a successful bidder who would be responsible for the work of "Supply of Spares for Balance of Plant (BOP) area" as per scope of work at Akrimota Thermal Power Station at the quoted commercials and executed contract terms & conditions.		<b>Modified Clause:</b> The Tender Document (this document) floated by GMDC (Gujarat Mineral Development Corporation Limited), A Government of Gujarat Enterprise is to select a successful bidder who would be responsible for the work of "Supply and Replacement of Spares for Balance of Plant (BOP) area" as per scope of work at Akrimota Thermal Power Station at the quoted commercials and executed contract terms & conditions.
23.	5.8 Right to Accept Proposal	GMDC LTD reserves the right to accept or reject any Proposal, and to annul the Proposal process and reject all Proposals at any time		<b>Modified Clause:</b> GMDC LTD reserves the right to accept or reject any Proposal, and to annul the Proposal process and reject all Proposals at any time prior to

Sr. No.	Clause No.	Description	Pre-bid query/ Clarification	Response / Addendum / Corrigendum (If any)
		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.		award of contract, without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder of the grounds for such decision.
24.	12. Scope of Work with BOQ	Quantity of supply items may increase or decrease as per requirement of ATPS, it should be increase 10% of total contract value.		<b>Modified Clause:</b> Quantity of supply items may increase or decrease as per requirement of ATPS. GMDC reserves the right to remove any line item from the BOQ or decrease the quantity of supply and replacement of any items in the BOQ, as required (to be read along with Clause 24.3 of the tender). In case quantity to be supplied is increased, variation should not be more than 20% of total contract value.
25.	14. Liquidated Damages (LD)	<p>14.1 Your entity fails to supply all the spares/materials, GMDC shall reserve right to procurement of material at your entity's risk &amp; cost with 20% administrative charges.</p> <p>14.2 LD for late supply of spares/materials shall be leviable at @ 0.1 % of amount of particular spares/material per day for any delay beyond the time</p>		<p><b>Modified clauses:</b></p> <p><b>14. Liquidated Damages (LD) and Penalties</b></p> <p>14.1 If your entity fails to supply or replace any of the spares/materials as per the BOQ, GMDC shall reserve right to procure and replace the spares/material at your entity's risk &amp; cost with 20% administrative charges.</p>

Sr. No.	Clause No.	Description	Pre-bid query/ Clarification	Response / Addendum / Corrigendum (If any)
		<p>specified in the tender documents with the maximum sealing limit of 10 % of the total contract value.</p> <p>14.3 Overall cap on late supply / Not supply of material the total LD shall be 10% of the total contract value.</p>		<p>GMDC shall reserve the right to determine the cost of supply or replacement of such spares/material.</p> <p>(Bidder to note that penalty charges in modified clause 14.1 of this corrigendum is over and above the maximum cap on Liquidated Damages)</p> <p>14.2 LD for late supply or replacement of spares/ materials will be levied at @ 0.1% of amount of supply and replacement of particular spare/material per day for any delay beyond the time specified in the tender documents with the maximum cap of 10 % of the total contract value.</p> <p>14.3 Overall cap on LD for late supply or replacement of spares/material shall be 10% of total contract value.</p>
26.	15.7	The successful bidder shall ensure sufficient availability of the consumables to avoid any delay in completion of the work.		<p><b>Modified Clause:</b> The successful bidder shall ensure sufficient availability of all types of consumables, and tools &amp; tackles etc. (to be arranged/procured by successful bidder at his risk and cost with no cost/time implication</p>

Sr. No.	Clause No.	Description	Pre-bid query/ Clarification	Response / Addendum / Corrigendum (If any)
				<p>on GMDC), to avoid any delay in completion of the work.</p> <p>Bidder to read the modified clause given in this corrigendum along with point 4 of Note in FORM-PP PRICE BID FORM.</p>
27.	18.4	<p>Payment @ 100 % of the payable amount arrived after considering above deduction, will be paid by office of the Head (PP &amp; A), within 30 days of submission of the bill along with its details.</p>		<p><b>Modified Clause:</b> An ad-hoc payment @ 80% of the payable amount arrived after considering above deduction (as mentioned in Clause 18.3 of the tender), will be paid by office of the Head (PP &amp; A), within 30 days of submission of the invoice along with its details. The invoice shall then be sent to GMDC's Corporate Office at Ahmedabad for verification, auditing and approval. Balance 20% payable amount of Running account invoices shall become payable by Project within two weeks of the receipt of the approved invoice from Corporate Office.</p> <p>Owner shall be entitled to withhold payment if any of the invoices do not include the supporting documents required by the Owner (if any) and shall only be released after getting proper supporting documents, including statutory payments, from the Successful Bidder. No interest shall be paid by</p>

Sr. No.	Clause No.	Description	Pre-bid query/ Clarification	Response / Addendum / Corrigendum (If any)
				the Owner on any delayed/ disputed payments.
28.	25.2	The Successful bidder shall take adequate statutorily prescribed insurance cover for all men and machinery engaged by him/it for performance of the work at site. Any insurance claim brought against the GMDC by an individual or by customers or by any such other persons who suffered damage due to negligence of the Successful bidder or his employees, the same shall be settled by the successful bidder at his cost.		<b>Modified Clause:</b> The Successful bidder shall take adequate statutorily prescribed insurance cover for all men and machinery engaged by him/it for performance of the work at site. Any statutory, legal, financial and other liabilities or insurance claims brought against the GMDC by an individual or by customers or by any such other persons who suffered damage due to negligence of the Successful bidder or his employees, the same shall be settled by the successful bidder at his cost.

## Annexure-I: Revised BOQ

Sr. No.	Component/ Area	Item	Qty (Nos)	Detail Specifications
1	CW system	CW system: Supply & replacement Complete assembly of 750NB rubber bellow with fasteners	9	Rubber Expansion Bellow with Retainer Rings, Control units, Stretcher plates & Fasteners, Size:750 NB, F TO F:350 mm, No of arc: One, Type of Arc: Open, MOC: Neoprene inner tube & outer cover, Drg no: CEPL/GMDCL/BB-291/01, REV:0, MAKE:M/S Cori engineers pvt ltd, Chennai.
2		CW system: Service charges of replacement of CT fills & Drift eliminator of cooling tower	7	Service charges of replacement of CT fills & Drift eliminator of cooling tower
3	SWTP	SWTP system: Supply and replacement of GSF inlet & outlet gate without actuator & with foundation frame	14	C.I Slice gate spigot end type with Guide LH RH, SS-410 rising spindle,SS-410 coupling, C.I Bracket, SS -410 Fasteners including C.I head stock without electrical actuator generally as per IS-3042.Size:450 x450mm(CL to OPL-1.255 Mtr) -7 nos.& 500 x 500 mm (CL to OPL-2.65 Mtr)-7 nos. Drg No: MTI/WT-02-03/166 Rev 1,Make:Mecha Tech industries-Howrah.

## Annexure-II: Format for Bank Guarantee towards EMD

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

(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 RFP No..... Dated..... (Bidding document)  
For..... (Name of Facilities)

**Subject:** Earnest Money Deposit Bank Guarantee.

Date.....2024

To,

Gujarat Mineral Development Corporation Ltd.  
132 Ft Ring Road,  
Near University Ground  
Vastrapur,  
Ahmedabad.

Dear Sir,

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