



Gujarat Mineral Development Corporation Limited

Tender Document For

**Supply of structural steel & repairing work of Lignite Receiving Hopper as per
scope of work of Pyrite Separation Plant installed at
Lignite Project, Bhavnagar**

Tender Number: GMDC/PYRITE/BVN/01/24-25

**General Manager (Project)
Gujarat Mineral Development Corporation Ltd.
(A Govt. Of Gujarat Enterprise)**

CIN : L14100GJ1963SGC001206, GST : 24AAACG7987P1ZT

Lignite Project, Opp. IOC bottling plant, Vill.: Tagdi, Post:Malpar, Bhavnagar 364002

EPABX:079-27913501, 27913200

E-mail: gm.mines.bhavnagar@gmdcltd.com www.gmdcltd.com



Last date for download the tender document.	17 March 2025 up to 18.00 Hours
Last date of submission of bid through online	17 March 2025 up to 18.00 Hours
Last date of submission of physical documents i.e. EMD, Tender Processing Fee etc.	17 March 2025 up to 18.00 Hours at Lignite Project, Bhavnagar Office.
Date and time for online opening of preliminary bid.	18 March 2025 at 11.00 Hours onwards
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://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 document floated by GMDC (Gujarat Mineral Development Corporation Limited), A Government of Gujarat Enterprise is to select a Successful bidder would be responsible to repair lignite receiving hopper successfully by their expertise lignite project, Bhavnagar 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 Nani Chher in Kutch, Wind power plant of 200 MW at Maliya, Jodiya, Godsar, Bhanvad, Bada, Varvada, Rojmal and Solar Power plant of 5 MW at Panandhro Project.

3 Location of Work

The work is to be carried out at GMDC Ltd., Lignite Project, Bhavnagar mine located at Village Tagdi, Post Malpar, Bhavnagar, Gujarat state.

4 General Instructions to Bidder

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

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.

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.



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.

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

Contact Details

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

General Manager (Project)

Gujarat Mineral Development Corporation Ltd.

Lignite Project, Opp. IOC bottling plant, Vill.: Tagdi, Post:Malpar, Bhavnagar 364002

Contact no. 9727792698, 9099952382 E-mail: gm.mines.bhavnagar@gmdcltd.com

www.gmdcltd.com



Language of Bid

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

Late Bids

Any bid received by GMDC LTD., after the deadline for submission of bids prescribed by GMDC LTD., summarily rejected. GMDC LTD. shall not be responsible for any postal delay or non-receipt /non-delivery of the documents. No further correspondence on this subject will be entertained.

Right to Accept Proposal

GMDC LTD., reserves the right to accept or reject any Proposal, and to annul the Proposal process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Consortium of the grounds for such decision.

Site Visit

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.

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.

Period of Validity of Bids

Bids shall remain valid for 180 days after the date of bid opening prescribed by GMDC LTD, pursuant to the Tender schedule mentioned in this document. In exceptional circumstances, GMDC LTD. may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder shall be unconditional.

Subcontract

The Successful bidder shall not to assign or sub-contract any portion of this work to any vendor/contractor.



Consortium / Joint Venture

Consortium / Joint Venture are not allowed.

Change in Law

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

Interpretation

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

Declaration

The Bidder should submit the declaration regarding unconditional acceptance of all the terms and conditions of the Tender document including Annexure and corrigendum if any and it has not enclosed any conditional offer as per FORM PD provided in 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 then fresh BG in the name and/or constitution shall be submitted failing which necessary action as deemed fit by GMDC shall be taken.

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 then fresh BG in the name and/or constitution shall be submitted failing which necessary action as deemed fit by GMDC shall be taken.



5 Earnest Money Deposit

A non-interest-bearing Earnest Money Deposit Rs. 42,000/- (Rupees Forty-Two Thousand Only) in any one of following form

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

OR

- Digitally to be deposited in GMDC account as mentioned in tender documents & proof shall be submitted along with tender.

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 3 (three) months from the last date of submission of bid.
- EMD shall be refunded within a month after issuing of LOI to unsuccessful bidder.
- EMD of Successful bidder shall be refunded after submission of security deposit within 15 days.

6 Tender Processing Fee

The Tender Processing Fee is to be paid at the time of submission of supporting document of technical bid in the form of demand draft/ Pay Order of Rs. 1500/- plus GST @ 18% aggregating Rs 1770/- as mentioned in tender notice in the sealed technical bid cover. If the amount mentioned in the DD/ Pay Order is found short, the tender will not be considered for scrutiny and will be out rightly reject

7 Security Deposit

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

The successful bidder shall submit security deposit of 5% of the total contract value excluding Goods & Service Tax (GST) at within 07 days from the date of receipt of LOI in any one of following form

- Demand Draft in favor of GMDC Limited Payable at Bhavnagar.
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OR

- Digitally to be deposited in GMDC as mentioned in this tender document.

OR

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

It shall be refunded to the Successful bidder after satisfactory completion of defect liability period for a period of six months.

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

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

GMDC will reserve the right to recover the charges or the liquidated damages from the Security Deposit in the following circumstances-If the successful bidder or its employees causes any damage or destroy any property belonging to GMDC.

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.

Any other dues on account of statutory compliance.



8 Procedure for Submission of the Bid

Offers prepared in accordance with the procedures enumerated below.

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

The Bidder should submit their bids in THREE parts, these are pre qualification bid (Details of EMD and Tender Processing Fee), Technical Bid & Price Bid (Form-PH).

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.

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

Documents should be submitted as per check list given in form "PA" through off-line in the sealed cover super-scribed as Technical Bid for Tender Number GMDC/PYRITE/BVN/01/24-25 and Name of work: "as mentioned in documents"

Bids must be submitted as per the schedule (date & time) indicated intender notice.

9 Eligibility and Qualification Criteria of Bidder

Experience

The Bidders should have following minimum experience of having successfully completed similar works during last 7 (seven) years ending on last day of January 2025 (i.e. period from 01.02.2018 to 31.01.2025)

A. Three similar completed works each having amount of Rs 5,00,000/- or more during last 7 (seven) years.

OR

B. Two similar completed works each having amount of Rs 6,25,000.00/- or more during last 7 (seven) years.

OR

C. One similar completed work having amount of Rs 07,25,000.00/- (Rupees Ten Crore Eighty Lakh Only) or more during last 7 (seven) years.



Similar works means Bidder must have experience in structural steel material related works/fabrication related works/AMC in mechanical maintenance/works as contractor in large industry for coal or lignite mine / thermal power plants /manufacturing unit. The work is to be carried out under a single LOI / work order / agreement.

Bidder shall submit the details of work completed in FORM PC as provided in the Tender Document for relevant portions of the work order /Contract / completion certificate for Contracts undertaken. In case the client serviced is confidential, the Bidder shall provide a self-certification with document evidence including work order / relevant sections of the contract / agreement. In case the similar work has been done in-house, self-certification with a logical methodology to assess the value of the work.

Financial

Bidder must have an average positive Net Worth for financial year of 2021-22, 2022-23 and 2023-24.

Bidder must have a Minimum Average Turnover of Rs 5 ,00,000/- (Rupees Five Lakh Only) for financial year of 2021-22, 2022-23 and 2023- 24.

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

Site Visit Certificate

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

Blacklisting of the Bidder

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

11. Evaluation of Bids

11.1 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.

11.2 Tender Clarifications

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

11.3 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.

11.4 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 through their login ID after opening of price bid.

11.5 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.

11.6 Negotiation

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

11.7 Acceptance of LOI

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

Infrastructure arrangement

Successful Bidder shall be responsible for arranging the accommodation & food for their deputed manpower at site at their own cost.

Defect Liability Period:

The defect liability period of work shall be six months from the date of completion of work. During defect liability period if any damages may be occurred due to workmanship, then successful bidder shall have to repair the same at their own cost within 2-3 days. GMDC shall not pay any amount for such type of repairing work.

12. Scope of Work

This contract outlines the responsibilities of the Successful Bidder, which have been categorized into two key components: **Supply of structural steel materials, consumables & repairing of hopper as per design after fabrication works** and **Technical Supervision at the GMDC site during installation / assembly** (if required).

- Successful bidder shall have to supply the following structural steel materials to GMDC of standard make such as TATA/SAIL/JINDAL or another standard make alongwith test certificate.
 - (i) ISMB size 300X140 mm - 42 mtr (1920 kgs approx..)
 - (ii) ISMB size 200X100 mm – 120 mtr (2880 kgs approx..)
 - (iii) M.S.Angle 65X65X8 mm – 66 mtr (425 kgs approx..)
 - (iv) M.S.Plate 12 mm thickness – 350 kgs
 - (v) M.S.Plate 08 mm thickness – 1500 kgs
 - (vi) M.S.Patel 06 mm thickness. – 1000 kgs
- The above materials are the minimum quantity if required more materials then bidder shall have to supply & repair the hopper to complete the work. GMDC shall not be paid any extra amount for supply of this materials.
- Successful bidder shall supply the consumables such as welding electrodes, nut & bolts, cutting & grinding wheels etc. to complete the works at their end of any ISI approved make.
- Require scaffolding materials & installation shall be done by successful bidder at their end.
- Require earth moving equipment such as Hydra / loader, chain pulley block, puller etc. for execution & completion of the work shall be arranged by successful bidder at their own end & cost.
- After completion of work, non-used structural steel materials / scrap shall be a property of GMDC & it will not be allowed to take back by successful bidder.
- Successful bidder shall have to follow the rules & regulations such as Gate entry / Gate pass / work permit / safety norms etc. as per current practice of GMDC.
- Successful bidder shall have to complete the work by following safety norms as follows by GMDC.
- All the labour laws as per DGMS (Director General Mines Safety) shall be applicable & follow by successful bidder. GMDC shall not be compromised with safety norms at any cost.



13. Period and Duration of Work

1. The duration of the contract is for a period of 15 (Fifteen) days from the date of acceptance of LOI. However, period of contract may be extended up to another required period on the same terms and conditions of the contract subject to the entire satisfaction of GMDC.
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 non-completion of the balance qty. work or for whole contract quantity. Decision of GMDC in this regard shall be final and binding to Bidder.
3. All the activities arising under the scope of the works shall be complied with various statute/laws/Rules/Regulations etc. including Environmental laws and if the Successful Bidder fails to comply the laws; it will be done at the risk and cost of the Successful Bidder and expenses will be recovered from RA Bills of the Successful Bidder.
4. The Successful Bidder shall submit a daily work completion report details in the format as provided by GMDC EIC.
5. The Successful Bidder shall have to follow all safety norms. The Successful Bidder shall be responsible for safety of equipment, tools & plants. If any damages is to be done during execution equivalent amount shall be recovered from bills/security deposit.
6. GMDC shall not be made liable for any damage and /or compensation for the Repairing and transportation of materials and its associated provided by the Successful Bidder.
7. 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.

14. Liquidated Damages (L.D.)

- If the Successful Bidder fails to start the actual work within 07 days from the date of acceptance of LOI, a liquidated damages @ Rs.10,000/- per day shall be leviable.
- Successful bidder fails to complete the work within stipulated time of 15 days, then LD @ Rs. 5000/- per day shall be leviable for delay in work.
- The overall LD may be leviable up to 10% of total Contract Value excluding GST at actual.
- If the Successful Bidder fails to start work even after 15 days, the GMDC will be



free to forfeit the EMD and/or SD or both.

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

15. Insurance

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.

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.

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.

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.

16. Goods & Service Tax

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.

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.



17. Payment Terms

Payment milestone:

- **30% payment shall be made on supply of structural steel materials as mentioned in scope of works at site.**
 - **30% payment shall be made after completion of 80% work successfully out of overall work.**
 - **Balance 40% payment shall be made after completion of aver all works & submission of work completion, No Due & No Demand certificates along with final bill.**
1. The Successful Bidder shall submit invoices address to General Manager (Project) upon achieving milestones stated herein above. Authority shall make payment within 15 working days of submission of invoices upon verifying the milestone for which invoice is submitted subject to deduction of any damages pursuant to Contract conditions.
 2. Applicable GST, over and above approved Lump sum Charges, at the time of invoicing shall be reimbursed by the Owner upon submission of proof thereof. The risk of applicability of any taxes, duties, and levies except GST, shall rest with the Successful Bidder.
 3. GMDC shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act
 4. Payment will be done after considering the
 - Liquidated damages,
 - Other deductions, if any.Payable amount arrived after considering above deduction, will be paid by office of the General manager (Project) within 15 working days of submission of the bill along with its details.
 5. The documents such as attendance sheet, copy of insurance, work reports etc. shall be submitted by successful bidder along with bills.





18. Statutory Obligations

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.

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

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.

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. 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.

20. 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.

21. GENERAL CONDITONS

- Medical examination of all persons to be employed by the Contractor in the mine area shall have to be conducted as per law, if required.
- All the tools, tackles and equipment proposed to be used in the for execution of works shall be physically examined by GMDC's Engineers for verifying its use-worthiness in the mine & plant.
- All the persons of the Contractor engaged inside the mine & plant area must wear all PPE including Helmet and Shoes. As and when required other personal protective wears shall also be provided to them.
- The Contractor 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 Contractor or his employees, the same shall be settled by the Contractor at his cost.



- The Contractor has to ensure supervision of the work through duly qualified and competent persons and also has to make sure that a responsible Manager/ Engineer/Technician is full time available on work site to whom GMDC can issue the instruction and who can fulfill such instructions. Contractor shall depute qualified Manpower.
- The Contractor 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
- All the staff members of the Contractor shall carry Photo Identity Card while on duty.
- The Contractor shall provide necessary arrangement for transportation of manpower from Township or other locations to work site with all the required safety provisions/devices enforced by statutory authority and other applicable laws/rules or as directed by GMDC authority.
- All the equipment to be deployed by the Contractor must be maintained in proper working order and be fitted with all the required safety devices enforced by statutory authority.
- In case of any Central/State Government directives regarding mine / pyrite plant operation and execution of work related thereto, the same shall have to be strictly adhered to and binding upon the Contractor for implementation, for which GMDC will not be responsible for any compensation.
- The Contractor shall abide by the provision of the Motor Vehicle Act for machinery. Any consequences arising out of non-compliance of said Provisions will be at the Contractor sole risk and cost, for which GMDC will not be responsible for any compensation.
- To meet the exigencies arising out of natural calamities or disaster or during any emergency, GMDC reserves the right to take away any of the equipment/machineries deployed at the project site with a mutually consented rate. A separate agreement will be made to this effect.
- MD-GMDC is authorized to take suitable decision and action in case of requirement to amend/alter the contract conditions/quantities of the works / extension of the contract period/allotment of additional works/revision of the rates of the work etc. if necessary, in the interest of GMDC.



22. Canvassing Not Permitted

Bidder should not canvass their offer personally or otherwise by approaching the Chairman or the Member of GMDC. If any Bidder wants to make any representation regarding his offer, he should write to the General Manager (Project), if he desires, but personal and oral representations are not permitted.

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

23. Non Fulfillment of Terms And Condition of The Contract

If the Successful bidder fails to carry out the work as per terms and conditions of the contract to the satisfaction of the GMDC, GMDC shall be entitled to forfeit the security deposit paid by the Successful bidder. This however, shall not absolve the Successful bidder from his obligation to fulfill the contract. In such event, the GMDC shall have a right to complete and / or to get the work completed at the cost & risk of the Successful bidder and the Successful bidder shall be responsible to pay such cost incurred by the GMDC to complete the work and / or to get the work completed.

Likewise, if the Successful bidder does not fulfill the terms and conditions of the contract and does not carry out the work up to the entire satisfaction of GMDC, GMDC has the right to forthwith terminate the contract at its sole discretion, without assigning any reason, Under such events, the GMDC shall be entitled to forfeit the security deposit paid by the Successful bidder and the GMDC shall have a right to complete the work and / or to get the work completed at the risk and cost of the Successful bidder.

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

24. Termination Of Contract

1. 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
2. occurring due to such termination shall be borne by the Successful bidder. GMDC shall be entitled to forfeit Security deposits as Liquidated damages.



3. Governing Law

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

4. 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.

5. 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.

6. Completion Of Work

Upon the Successful bidder fulfilling the entirety of its obligations under the Contract to the satisfaction of GMDC and subject to terms and conditions of the Contract, it shall become eligible to apply for a Completion Certificate. The General Manger (Project) of 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.

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.

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

7. Accident and Responsibilities of Bidder

The entire responsibility on account of any accidents, damage or personal injury which may be 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.



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.

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

8. Foreclosure

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

9. Force Majeure

Force majeure is herein defined as any cause which is beyond the control of the Successful bidder or the GMDC as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

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

Acts of any government, including but not limited to war, declared or undeclared priorities, quantities, embargoes, providing either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such cases.

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

For delay arising out of Force Majeure, the Successful bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of force Majeure and neither company nor the Successful bidder shall be liable to pay extra costs (like



increase in rates, remobilization, advance, idle charges for labour and machinery etc.) provided it is mutually established that the Force Majeure conditions did actually exist.

If any of the Force Majeure conditions exists in the place of operation of the Successful bidder even at the time of submission of bid, he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.

The Successful bidder 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

All Bidders must submit their bid online through the website <https://gmdctender.nprocure.com>.

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.

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

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.

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.

(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.

Bidders who have no facility to participate in on-line tenders are requested to contact (n) code solutions for the same.

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 . Bidders are requested to take benefit of the same.

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 (Project)

Contact numbers: 9727792698, 9099952382

E-Mail: gm.mines.bhavnagar@gmdcltd.com

b. GNFC:

Contact Number: 079-

26857316/17/18E-Mail:

nprocure@gnfc.net



Annexure "B"

Annexure I.

Finance Department, GR. No.: FD/MSM/e-file/4/2023/4020/D.M.O.

Date: 11/03/2024


(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, 2025. 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	19	Kotak Mahindra Bank
2	AU Small Finance Bank	20	South Indian Bank
3	Bandhan Bank	21	Tamilnadu Mercantile Bank
4	City Union Bank	22	Utkarsh Small Finance Bank
5	CSB Bank	23	Ahmedabad Mercantile CO-op. Bank
6	DBS Bank India Limited	24	Nutan Nagrik Sahkari Bank Ltd.
7	DCB Bank	25	Rajkot Nagarik Sahakari Bank Ltd.
8	Equitas Small Finance Bank	26	Saraswat Co-Operative Bank Ltd
9	FEDERAL Bank	27	SVC Co-Operative Bank Ltd.
10	HDFC Bank	28	The Cosmos Co-op Bank Ltd.
11	HSBC Bank	29	The Gujarat State Co-operative Bank
12	ICICI Bank	30	The Mehsana Urban Co-Op. Bank
13	IDBI Bank	31	The Surat District Co-op Bank
14	IDFC First Bank	32	The Surat People's Co. Op. Bank Ltd
15	IndusInd Bank	33	The Kalupur Commercial Co-op. Bank
16	Jana Small Finance Bank	34	Baroda Gujarat Gramin Bank
17	Karnataka Bank	35	Saurashtra Gramin Bank
18	Karur Vysya Bank		

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



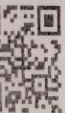

(Bhavya Verma)

Deputy Secretary (Budget)
Finance Department

-----XXXXX-----



Bank Details for RTGS

 <p>ICICI Bank Bhavnagar Branch Plot No. 2569, Grd Flr, Ratnadeep Complex, Waghawadi Rd, Bhavnagar GJ-364002 RTGS / NEFT / IFS Code : ICIC000272</p>				<p>VALID FOR THREE MONTHS ONLY</p> <table border="1" style="width: 100%; text-align: center;"> <tr> <td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td> </tr> <tr> <td>D</td><td>D</td><td>M</td><td>M</td><td>Y</td><td>Y</td><td>Y</td><td>Y</td><td>Y</td><td>Y</td> </tr> </table>												D	D	M	M	Y	Y	Y	Y	Y	Y
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A/c No. 027205007995		FOR GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED																							
		<p>09/9/24 CABUS CBS BUSINESS BANKING : CURRENT ACCOUNT Payable at par at all branches of ICICI Bank Limited in India</p>		<p>AUTHORISED SIGNATORIES Please sign above</p>																					
<p>⑈001859⑈ 364229001⑈ 007995⑈ 29</p>																									



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

PRICE BID

1	Online Price bid submission in Form PH	Yes / No
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FORM - PB
STATUS OF THE BIDDER

Particulars	Details
Name of the Bidder:	
Address :	
Registered office :	
For correspondence :	
Telephone No.	
Fax No.	
E-mail Address	
Attested copies of Deeds, Articles of association to be enclosed	
Name & contact number of person holding power of attorney (Attested copy of power of attorney to be enclosed)	
Names of Partners with their Present and permanent address	
Name of Bankers with full address and Telephone No& Bank Account Details (Cancelled Cheque to be enclosed)	
PAN of Bidder	
GST Registration No. of Bidder	
PF Registration No. (if applicable)	
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:

Net Worth= Rs. _____ for the Year 2021-22
Rs. _____ for the Year 2022-23
Rs. _____ for the Year 2023-24

Turn Over = Rs. _____ for the Year 2021-22
Rs. _____ for the Year 2022-23
Rs. _____ for the Year 2023-24

Average Turnover of Rs. _____

2. Details of Work Carried Out During the Last Seven Years by the Bidder

Sr. No.	Description of work with Work place	Name of client with postal address	Work Order number and date	Contract Period		Actual Quantity worked	Amount without GST of work order	Work experience certificate attached
				From (Date)	To (Date)			
								Yes/No
								Yes/No
								Yes/No
								Yes/No

Signature and Stamp of the Bidder

Signature and Stamp of the CA



FORM PD

Declaration

(On letter head of the Bidder)

DATE:

To,
The General Manager (Project),
Gujarat Mineral Development GMDC Ltd.,
Lignite Project, Opp. IOC bottling plant,
Vill: Tagdi, Post: Malpar,
Bhavnagar - 364002
Dear Sir,

I/we here by solemnly declare that

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

I/we hereby 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
Undertaking Regarding Geniuses Of Documents
on Letter Head

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,

The General Manager (Project)
Gujarat Mineral Development Corporation
Ltd. Lignite Project, Opp. IOC bottling plant,
Vill: Tagdi, Post: Malpar,
Bhavnagar - 364002

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, man power, machineries, transportation facility etc. We hereby agree and undertake not to raise any dispute and/or objection at any stage on any ground whatsoever, during the currency of the contract if awarded to us.

SIGNATURE OF THE BIDDER WITH SEAL

Dated



FORM PH

Price Bid format (To Be Filled Online)

The bidder shall quote the total price inclusive of applicable taxes, duties, and charges in the prescribe format, ensuring clarity and adherence to tender requirements.

Sr. No.	Item Description	Quantity	Quoted Rates in Rs.
1	Supply of structural steel its installation & repairing of lignite receiving hopper-1 at pyrite separation plant installed at lignite project, Bhavnagar with consumables such as welding electrodes, cutting & grinding wheels, manpower, tools & tackles, transportation, mobilization/demobilization etc. as per scope of work mentioned in this tender document.	1 Lot	
2	Total cost excluding GST at actual		

Note: The quoted rate is excluding GST at actual. Bidder shall quote the rate accordingly. GST amount shall be paid as per clause mentioned in tender document.

Sign & Stamp of Bidder

Date:



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 20

To,

Gujarat Mineral Development Corporation Ltd.,

Lignite Project, Opp. IOC bottling plant,

Vill: Tagdi, Post: Malpar,

Bhavnagar - 364002

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)