

GMDC/ATPS-MHP-AHP-01/21-22, Date:14.07.2021

**NOTICE INVITING TENDER**

**TENDER NO. ATPS-MHP-AHP-01**

GMDC proposes to award the following works at 2X125 MW AKRIMOTA THERMAL POWER STATION, VILL.NANICHER, TAL. LAKHPAT, DIST. KUTCH, GUJARAT.

The Work for Supply of Manpower with tools and tackles for Filed Operation ,Preventive, Predictive, Breakdown, Shutdown ,General Routine Maintenance for MATERIAL HANDLING PLANT AND ASH HANDLING PLANT.

Prospective bidders may please download the Tender Document of TENDER NO. ATPS-MHP-AHP-01/21-22 from website: <https://gmdc.nprocure.com> & [www.gmdcltd.com](http://www.gmdcltd.com)



**General Manager (Power)**  
**GUJARAT MINERAL DEVELOPMENT CORPORATION LTD.**  
**CIN : L14100GJ1963SGC001206**  
**GST : 24AAACG7987P1ZT**  
**(A Govt. of Gujarat Enterprise)**  
**KHANIJ BHAVAN, 132' RING ROAD, UNIVERSITY GROUND**  
**VASTRAPUR, AHMEDABAD 380 052**  
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**Website : [www.gmdcltd.com](http://www.gmdcltd.com)**

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**TENDER NOTICE****TENDER NO. ATPS-MHP-AHP-01/21-22****1. Summary of the Tender**

<b>Place of work</b>	<b>2X125 MW AKRIMOTA THERMAL POWER STATION, VILL.NANICHER, TAL. LAKHPAT, DIST. KUTCH, GUJARAT.</b>
<b>Brief Description of work</b>	<b>Supply of Manpower with tools and tackles for Filed Operation, Preventive, Predictive, Breakdown, Shutdown, General Routine Maintenance for MATERIAL HANDLING PLANT AND ASH HANDLING PLANT.</b>
<b>Item wise Quantity.</b>	Supply of Field operator: 64nos, Welder: 09nos, Fitter: 11nos, Rigger:09nos, Forman:2nos, M/W fitter:02nos, Electrical Technicians: 3 nos., Helper: 10 nos., Dumper driver :03nos with tools and tackles.
<b>Period of contract</b>	The period of contract will be of six months from the date of commencement of work. However period of contract may be extended for another period of six months on the same terms and conditions of the contract subject to the entire satisfaction of GMDC.
<b>Estimated Contract Value</b>	<b>Approximately Rs. 1,65,00,000/-</b> (Rupees One Crore Sixty Five Lakh Only) for total work excluding GST.
<b>EMD</b>	<ul style="list-style-type: none"> <li><b>Rs. 4,95,000/- (Rupees Four Lakh Ninety Five Thousands Only) in Form of</b></li> <li>DD in favour of GMDC Ltd. payable at Ahmedabad <b>or</b></li> <li>Fixed Deposit from Banks approved by Govt. of Gujarat (except Co-operative Bank) duly pledged in favour of GMDC for a period of not less than 6 (six) months from the date of opening of preliminary bid and shall be renewed from time to time in case of requirement <b>or</b></li> <li>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>Annexure-I</b>) It should be valid for a period of not less than 6 (six) months from the date of opening of the bids.</li> </ul> <p><b>Relaxation in terms of submission of Earnest Money Deposit shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of Tender.</b></p>
<b>Tender Processing Fee</b>	<p>Rs. 15000/- (Fifteen thousand only) plus GST @ 18% aggregating to Rs.17700/- payable by Demand Draft/ Pay Order drawn in favor of "GMDC Ltd." payable at Ahmedabad.</p> <p><b>Relaxation in terms of submission of Tender Processing Fee shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of Tender.</b></p>
<b>Availability of Tender document</b>	On web site <a href="http://www.gmdcltd.com">www.gmdcltd.com</a> ; <a href="https://gmdc.nprocure.com">https://gmdc.nprocure.com</a>

Downloading of tender document from websites	From Dt.:14/07/2021
Last date of submission of written request for clarification if any, on Bid Document	27/07/2021 Up to 18:00 Hrs.
Last date of on line submission of offer	27/07/2021 up to 18.00 Hrs. on <a href="https://gmdd.nprocure.com">https://gmdd.nprocure.com</a> only.
Submission of Tender processing fee, EMD and Supporting documents for Tech. bid	27/07/2021 up to 18.00 Hrs. at Corporate office, Ahmedabad.
Date and time for online opening and viewing of preliminary bid.	27/07/2021 18.30 Hrs.

2. 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.
3. 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.
4. 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.
5. GMDC reserves the rights to modify or alter any Condition of the Tender.
6. The Bidders are advised to submit their price bid online on <https://www.gmdd.nprocure.com> only. Physical price bid shall not be accepted and shall be rejected summarily without assigning any reasons, whatsoever.
7. 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 alongwith 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.

## **Chapter - I** **Brief Introduction**

### **1. GMDC:**

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

### **2. LOCATION OF WORK:**

The work required to be carried out is located at Akrimota thermal power plant, NaniChher of Lakhpat Taluka in Kutch District of the Gujarat State. The project is located about 150 kms from Bhuj. The nearest Railway Station and Airport is at Bhuj.

### **3. TENDER DOCUMENT PROCESSING FEE:**

The tender documents can be downloaded from our web site [www.gmdcltd.com](http://www.gmdcltd.com) and <https://gmdc.nprocure.com/>. 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. 15000/- plus GST @ 18% (Rs. 2700/-) aggregating Rs 17700/- as mentioned in tender notice in the sealed technical bid cover. If the amount mentioned in the DD/ Pay Order is found short, the tender will not be considered for scrutiny and will be out rightly rejected. **Relaxation in terms of submission of Tender Processing Fee shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of Tender.**

## **Chapter - II**

### **INSTRUCTIONS TO THE BIDDERS**

1. The Bidders are advised to read carefully all the instructions, evaluation norms and other terms and conditions described in these documents under different Chapters carefully before submitting their offer.

#### **2. SITE VISIT:**

- 2.1 Bidders are advised to visit the site to study the actual working conditions, before submission of the bid and shall have to give undertaking that bidder is well aware & conversant of the site/plant condition and will not give any excuse for not execution of the contract at later stage. The information/details given in the tender document are only to describe the magnitude of work and are for mere guidance to the Bidders. The project works are under the charge of General Manager (Power Project) and his contact numbers in his Office is 079-27913200/3501 Extn.No :1760 and email: [power@gmdcltd.com](mailto:power@gmdcltd.com); [jndave@gmdcltd.co.in](mailto:jndave@gmdcltd.co.in)
- 2.2 Any neglect or failure on the part of the Bidder in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risks or liabilities or the entire responsibility from completion of the work at the contracted rates and time in strict accordance with the contract documents.

#### **3. THE TENDER DOCUMENT & EVALUATION:**

- 3.1 It is a three stage bid evaluation system. It is mandatory that the bids are first submitted on-line at <https://gmdc.nprocure.com> by the date and time prescribed in the tender notice as above. Representation on account of failure to submit bid online in stipulated time due to any reason whatsoever by any Bidder shall not be entertained.

##### **A. Stage – I Preliminary Evaluation of Bid**

Before taking up evaluation of Technical Bid, a preliminary evaluation of the bid submitted online along with the details of tender processing fee and EMD etc. would be taken up. Only those bids, which have been received online along with relevant prescribed documents, would be taken for the next stage of evaluation of Technical bids.

##### **B. Stage - II Evaluation of Technical Bid**

After preliminary bid evaluation, Technical evaluation of the bid documents, as listed below, submitted on-line would be taken up. Tender processing fee and EMD will be submitted in the sealed cover super-scribed as "Technical Bid for **TENDER NO. ATPS-MHP-AHP-01/21-22** and Name of work: **"Supply of Manpower with tools & tackles for Fired Operation, Preventive, Predictive, Breakdown, Shutdown, General Routine Maintenance for MATERIAL HANDLING PLANT AND ASH HANDLING PLANT"**. Bidders are required to submit below mentioned documents separately at GMDC Corporate Office, Ahmedabad before stipulated time.

**List of the Documents to be submitted online & physically:**

<b>Sr. No.</b>	<b>Document</b>	<b>Submission</b>
1	Tender Processing Fee	Detail on online & Physical
2	EMD	Detail on online & Physical
3	<b>FORM-A</b> check list of documents enclosed with tender	Physical
4	<b>FORM-B</b> Status of the Bidder	Physical
5	<b>FORM-C-1</b> : Details Of Work Carried Out During The Last Seven Years By The Bidder*	Physical
6	<b>FORM C-2</b> : Details of work carried out should be provided as per <b>FORM C-2</b> provided in the tender Document*	Physical
7	<b>FORM C-3</b> : Details of Bidder as per the format provided in <b>Form C-3</b> of the Tender Document*	Physical
8	Declaration of not Black listed as per the format provided in Form G of the Tender Document	Physical
9	Undertaking of Genuineness of Document as per format provided in <b>FORM - H</b> of the Tender Document	Physical
10	CA Certificate of Net worth, Turnover and Working Capital as per format provided in <b>FORM I</b> of the Tender Document	Physical
11	Undertaking of Indemnity as per format provided in <b>FORM-J</b> of the Tender Document.	Physical
12	Declaration of site visit as per format provided in <b>FORM-K</b> of the Tender Document.	Physical
13	Declaration of unconditional offer as per format provided in <b>FORM-L</b> of the Tender Document.	Physical
14	Declaration regarding unconditional acceptance of all the terms and conditions of the Tender documents per format provided in <b>FORM-M</b> of the Tender Document	Physical
15	Power of Authority to sign the documents (Duly Notarized on appropriate Stamp Paper)	Physical
16	Copy of P.F. Registration details	Physical

Submission of false or incorrect information, reports of unprofessional conduct, among other things, shall be sufficient grounds for disqualification in technical bid.

### C. Stage – III Price-Bid

- I. The Bidders must submit a **Price Bid only on-line** before the stipulated time. Price bid of all Bidders whose Bids meet the prescribed technical requirements, would be taken up for opening at this stage of the Bidding process. If the Price –bid is submitted in the physical format, the tender will not be taken up for scrutiny and will be out rightly rejected.
- II. If the EMD and tender processing fee are not found in the sealed technical bid document cover in the required form and manner or if the amount thereof is found short, the tender will not be considered for technical scrutiny and will be out rightly rejected.
- III. All the supporting documents submitted with the tender shall be genuine and correct. If it is found at any point of time that the said documents were not genuine then in that case the tender will be rejected, earnest money will be forfeited and the Bidder may be debarred from participating in further/future GMDC's tender as per the provisions of **FORM H**.
- IV. To assist in the scrutiny, evaluation and comparison of bids, GMDC may, at its discretion, seek from any or all Bidders, clarification(s) on his/their Bids, including technical information, documents and materials after the Technical Bid Opening but before opening of the Price Bid (Stage-III) but no change in the final price or substance of the bid shall be permissible.

## 4. **OPENING OF BIDS AND DETERMINATION OF THE LOWEST (L1) BID:**

**4.1** E-tendering procedure is explained in Chapter – III.

**4.2** For Preliminary evaluation, the bids will be opened for verification of receipt of payment towards tender processing fee and EMD. The Bidders will be able to view it on their computers after opening of the same. On verification of the supporting documents as per requirement of the tender, technical qualification of the Bidders will be assessed. Technically qualified Bidders will be communicated the date and time of on-line opening of price bids by telephone or email. However, all the Bidders will be able to view the price bids on-line on their computers as well.

### **4.3 Evaluation of the Price Bid:**

For tender evaluation, total amount for the works shall be determined. This will be based on two components as a package namely, Supply of manpower, Supply of tools & tackles and Maintenance thereof for carrying out Work.

L<sub>1</sub> Bidder may be called for negotiation.

After negotiation with L<sub>1</sub> bidder and finalization of the rates for the works with the L<sub>1</sub> bidder, if L<sub>1</sub> bidder disagrees/ discontinues the contract, GMDC may ask L<sub>2</sub> bidder to carry out the works at the rate finalized with the L<sub>1</sub> bidder at the discretion of GMDC. In case of refusal by the L<sub>2</sub> bidder to accept the offer, GMDC reserves the right to select the next Bidder. Decision of GMDC in selection of the bidder is final and bound to all the bidders.



**5. Price Bid:**

**5.1** Bidders are requested to quote their Rate in the following manners as per **Price-Bid form-AA** for the works:

- **Work Component**

**A. Supply of Manpower:**

**1. Supply of Field Operators, Welders, Fitters, Riggers, Forman, M/w fitters Electrical Technicians, Helpers, Dumper Drivers for carrying of Field Operation and Maintenance in all areas of 2x125MW ATPS Power plant as per scope of works.**

The bidder shall have to supply electrical technician and helper as per the schedule on daily basis. The essence of this contract is to carry out the electrical works as per schedule without any shortage of manpower supply.

The bidder shall have to supply Field Operators, Welders, Fitters, Riggers, Forman's, M/w fitters Electrical Technicians, Helpers, Dumper Drivers as per the schedule on daily basis. The essence of this contract is to carry of the MHP and AHP field operation and maintenance works as per schedule without any shortage of manpower supply.

**B. Supply of Tools and Tackles and Maintenance thereof at site:**

**1. Maintaining of Tools and tackles at site for MHP & AHP works as per annexure in scope of work.**

The bidder shall have to provide and maintain tools and tackles at site as per the schedule on daily basis. The essence of this contract is to carry out the MHP and AHP maintenance works as per schedule without any shortage of tools and tackles.

**5.2** The rate quoted by the bidder for supply of manpower and tools and tackles shall remain firm during the currency of the contract and no escalation shall be given on any ground of whatsoever in nature during the currency of the contract.

**5.3** The Bidders are required to quote the rates strictly as per the terms and Conditions mentioned in the Tender. Any conditional tender will not be entertained and shall be summarily rejected. Rate quoted shall remain valid for 90 days from the date of opening of the technical bid, which shall be deemed to be extended unconditionally for further period of 90 days, if GMDC requires it.

**5.5** Payment to be made to the Contractor will be based on -

- i. For Supply of Field Operators, Welders, Fitters, Riggers, Forman, M/w fitters Electrical Technicians, Helpers, Dumper Drivers for carrying of Field Operation and Maintenance in all areas of 2x125MW ATPS Power plant as per scope of works. The payment shall be made as per actual supply of above categorized man power after deduction of LD, if any.
- ii. For Supply of man power and supply & maintain of tools and tackles for site work of MATERIAL HANDLING PLANT AND ASH HANDLING PLANT, the payment shall be made as per actual manpower supplied & actual availability of tools and tackles in healthy condition on pro-rata basis after deduction of LD, if any.

**5.6** Any other fresh imposition or variation in existing taxes or levies during the currency of the contract by the Govt. if applicable after submission of the bid and payable by the Contractor, shall be reimbursed by GMDC on actual subject to submission of documentary proof of having remitted the same and to the extent directly related to the services rendered by the Contractor under this contract. This shall be subject to submission of documentary proof clearly mentioning the name of work and respective RA Bill No.

**5.7 GOODS & SERVICE TAX (GST):**

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

**6. ACCEPTANCE OF LETTER OF INTENT AND PAYMENT OF SECURITY DEPOSIT:**

GMDC, on acceptance of the offer, will issue Letter of Intent to the contractor; who will be required to confirm its acceptance of the LOI within 7 days from the date of receipt. If it 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 bidder shall have to submit the Security Deposit with 7 days from the date of acceptance of LOI. The Contractor **shall submit the Security Deposit in the manner prescribed in Chapter No-VI of the 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.

**7. CONTRACT AGREEMENT AND COMMENCEMENT OF WORK:**

- 7.1 On acceptance of the LOI, contractor shall submit the Security Deposit in the manner prescribed in Chapter No-VI of the Tender Document, GMDC will issue Work Order to the contractor; who will be required to confirm its acceptance within 7 days from the date of receipt. If it does not accept the Work Order 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 Contractor shall have to start the work as per the Scope of work mentioned in the tender document **within 14 days from the date of acceptance of LOI**. In case of failure to commence the work within the above-mentioned period, the contract may be terminated, at the discretion of GMDC.
- 7.2 The manpower deployed by the contractor shall have to undergo through safety training schedule by GMDC time to time.

**8. GENERAL:**

- 8.1 If the tender documents and forms referred to in the tender are not submitted or are submitted but not found duly filled in and unsigned, will result in rejection of the tender.

- 8.2** Canvassing in any form may lead to rejection of the offer.
- 8.3** Bids once submitted shall not be returned and shall remain the property of the GMDC.
- 8.4** The Bidder who have earlier been awarded contract by the GMDC for any job which they either did not accept or have abandoned or contract has been terminated by the GMDC for breach of conditions shall not be eligible to participate in this tender.

**9. CORRIGENDUM:**

**Corrigendum if any shall be uploaded on the website <https://gmdc.nprocure.com> only.** Please note that there is no provision to take out the list of parties downloading the tender document from the above referred website. As such Bidders are requested to see the website from time to time before due date of submission of bid to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigendum, if any, will be that of the downloading parties. No separate intimation in respect of corrigendum will be sent to Bidders who down loaded the tender document from the website as information in this respect will not be available to websites.

**CHAPTER – III**  
**INSTRUCTION TO BIDDERS FOR ONLINE TENDERING**

1. Tender documents are available only in electronic format which Bidders can download from the website [www.gmdcltd.com](http://www.gmdcltd.com) and <https://gmdc.nprocure.com>
2. All Bidders must submit their bid online through the website <https://gmdc.nprocure.com> only. No physical submission of price bid will be entertained as it should be furnished on-line only. No fax, e-mail, letters will be entertained for bidding the same.
3. Following should be submitted 'off-line' in sealed covers separately at our Corporate Office, Khanij Bhavan, 132 Ft Ring Road, Vastrapur, Ahmedabad.
  - i. Tender Processing Fee,
  - ii. E.M.D.
  - iii. Supporting Documents
4. 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.
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**
6. 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.
7. 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.
8. (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.
9. Bidders who have no facility to participate in on-line tenders are requested to contact (n) code solutions for the same.

- 10.** Free vendor training camp will be organized every Saturday between 4.00 to 5.00 P.M. at (n) code solutions-A Division of GNFC Ltd. at address mentioned above at Clause No. 5 of Chapter No-III. Bidders are requested to take benefit of the same.
- 11.** 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:**
    - i. Contact Person: General Manager (Power)
    - ii. Contact numbers: 079-27913200/3501 Ext No 1760
    - iii. E-Mail: [power@gmdcltd.com](mailto:power@gmdcltd.com); [jndave@gmdcltd.co.in](mailto:jndave@gmdcltd.co.in)
  - b. GNFC:**
    - i. Contact Number: 079- 26857316/17/18
    - ii. E-Mail: [nprocure@gnfc.net](mailto:nprocure@gnfc.net)

**Chapter IV**  
**CRITERIA FOR EVALUATION OF TECHNICAL BIDS**

**1. EXPERIENCE:**

**1.1** The Bidders should have following minimum experience of having successfully completed similar works during last 7 (seven) years of continuous 12 months ending on last day of June, 2021 (i.e. period from 01.07.2014 to 30.06.2021):

**A.** Three similar completed works each having amount of Rs 132 Lakh or more during last 7 (seven) years of continuous 12 months ending on last day of June, 2021

**or**

**B.** Two similar completed works each having amount of Rs 198 Lakh or more during last 7 (seven) years of continuous 12 months ending on last day of June, 2021

**or**

**C.** One similar completed work having amount of Rs 264 Lakh or more during last 7 (seven) years of continuous 12 months ending on last day of June, 2021

Similar works means the Bidders should have experience in supply of manpower or having annual maintenance contract for Material handling & Ash handling plant works at thermal power plant or any heavy industry and carried out under the single LOI/Work Order/Agreement

**1.2** Bidder shall submit the details of work completed to Clause No.1 of Chapter no. IV as per FORM C-1 and FORM C-2 as provided in the Tender Document.

**1.3** Year means 12 continuous months

**Note:**

- i.** Separate year wise Statement of experience with work orders and work executed certificates duly certified by the certificate issuing authority shall be submitted with the supporting certified documents.
- ii.** Completed work means work executed during the period of last 7 years ending on last day of September, 2019 (i.e. period from 01.10.2012 to 30.09.2019)
- iii.** Experience as a Sub-Contractor shall not be considered for technical qualification.

**2 Financial Criteria:**

**2.1** Bidder must have a positive Net Worth for last 3 Financial Years.

**2.2** Bidder must have a Minimum Average Turn Over of **Rs. 49.50** Lakh for financial year of **2018-19, 2019-20 & 2020-21.**

**2.3** A certificate from Chartered Accountant regarding Financial capacity shall be submitted as per format provided in FORM I of the Tender Document.

**3. CONSORTIUM / JOINT VENTURE:**

CONSORTIUM / JOINT VENTURE are not allowed.

**4. ACCEPTANCE OF ALL THE TERMS AND CONDITIONS:**

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 as per **FORM M** provided in the Tender Document.

**5. EMD:**

A non-interest bearing Earnest Money Deposit of **Rs. 4,95,000/- (Rupees Four Lakh Ninety Five Thousands Only)** shall be paid along with the tender, enclosed with Technical Bid documents in seal cover super scribed "TECHNICAL BID", in form of **Demand Draft/ Pay order** in favour of GMDC Ltd. payable at Ahmedabad or **Fixed Deposit** from Banks approved by Govt. of Gujarat (except Co-operative Bank) duly lien/pledged in favour of GMDC for a period of not less than 6 (six) months from the date of opening of preliminary bid and shall be renewed from time to time in case of requirement or **Bank Guarantee** issued by banks approved by Govt. of Gujarat from time to time(except Co-Operative bank) in the form and manner acceptable to the GMDC valid for a period of not less than 6 (six) months from the date of opening of preliminary bid. Any tender submitted without Earnest Money Deposit in the desired form or inadequate amount of EMD shall be summarily rejected and no claim shall be entertained on such rejected tenders. List of the banks approved by Govt. of Gujarat is as per Annexure- I.

**Relaxation in terms of submission of Earnest Money Deposit shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of Tender.**

**6. DECLARATION**

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

**7. BLACKLISTING OF THE BIDDER:**

The Bidder or its directors have not been blacklisted by any Government Organization, nor should any litigation be pending against any of them. The Bidder will submit a declaration to this effect as per the format provided in **FORM G** 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.

**8. SITE VISIT CERTIFICATE:**

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

## **Chapter – V**

### **SCOPE OF WORK**

#### **A. DETAIL SCOPE AND SCHEDULE OF WORK**

Under the scope of this contract, the successful bidder is required to provide qualified manpower for Preventive, Predictive, Breakdown , Shutdown , Calibration Of Equipment, General , Routine Maintenance Of Material Handling & Ash Handling plant with tools and tackles for 2 x 125 MW Akrimota Thermal power station, Vill.: Nanichher, Tal.: Lakhpat, Dist.: Kutch, Gujarat.

**1. Supply of Manpower: 113 Nos.**

Sr. No.	Classification	Department	Qualification	Experience	Quantity Per Day
1	MHP Operation	Field operator	Diploma/ITI	5 Years	44
2		Electrician	Diploma/ITI	3 Years	3
3		HVD/driver	Valid license	3 Years	3
4	AHP Operation	Field operator	Diploma/ITI	5 Years	20
5	MHP Maintenance	Foreman	ITI	5 Years	2
6		M/W fitter	ITI	5 Years	2
7		Fitter	ITI	5 Years	7
8		Welder	ITI	5 Years	4
9		Rigger	ITI	5 Years	4
10		Helper	7th class pass	3 Years	10
11	AHP Maintenance	Fitter	ITI	5 Years	4
12		Welder	ITI	5 Years	5
13		Rigger	ITI	5 Years	5
TOTAL MANPOWER PER DAY					113

The above qualification and experience shall be required for all the manpower. However, for the manpower who had worked at ATPS with same role and responsibility as designated shall be exempted from above.

The Bidder shall keep one or more nominated person(s) as a Supervisor to manage its manpower supply and tools and tackles maintenance at site for which no additional payment shall be made by GMDC. The nominated person shall maintain daily attendance of the manpower provided by the successful bidder and submit the same to EIC of GMDC. The nominated person shall also have to submit weekly status of tools and tackles list to EIC of GMDC.

The distribution of manpower shall be done by EIC of GMDC.

The successful bidder shall provide above-mentioned manpower as per the requirement of GMDC. Moreover, in case of weekly off / public holidays, absenteeism due to sickness / leave, the Successful bidder shall have to ensure the availability of above required manpower. Failure to provide the above-mentioned manpower to GMDC, liquidated damages shall be livable as per Clause No. 5 of Chapter No. VI of the Tender document.

**2. Supply of manpower on odd hours**

The successful bidder shall depute above-mentioned manpower on odd hours as directed by E-I-C. Manpower shall be deputed in odd hours as required by EIC GMDC for any emergency job that may come up at odd hours.



For the sake of clarity, Odd hours means the working hour starts after completion of normal/ specified scheduled duty hours which excludes normal/specified scheduled duty hours on Weekly off and Public Holiday.

The successful bidder shall be responsible to provide all the facilities like snacks, foods, transportation etc. to the manpower deployed by them during normal duty hours as well as odd hours and for which no payment shall be made by GMDC.

The Successful Bidder shall be required to make arrangement that at least 55 Nos. (for MHP and AHP) man power must stay in colony to tackle emergency condition of the plant.

However, GMDC shall make payment on account of supplying manpower for odd duty hours after normal duty hours. The payment for odd hour duty shall be paid twice the rate finalized for the respective manpower.

The successful bidder shall have to provide additional manpower as and when required by GMDC if any, within 48 hours at the same terms and conditions of the Tender.

For all the manpower mentioned above, physical fitness shall be ascertained from Medical Center of GMDC.

**B. SCOPE OF WORK:**

Supply of manpower with tools & tackles for Field operation, Preventive, Predictive, Breakdown, Shutdown, General, Routine Maintenance of Lignite, Lime & Ash Handling plant for 2 x 125 MW Akrimota Thermal power station. The following is an indicative and not exhaustive list:

**❖ DETAIL SCOPE AND SCHEDULE OF WORK:**

Under the scope of this contract, the successful bidder is required to provide qualified manpower for Operation and maintenance of Material handling plant and ash handling plant.

- 1) The same shall be continuously maintained at site to ensure that work is carried out smoothly. In case of any leave you shall provide replacement for that category immediately. However if the manpower is absent due to any justified emergency, contractor has to provide the same category manpower within 3 days. In case of failure on part of contractor to supply specific manpower, double the daily rate will be deducted from contractor's bills for the entire period of non-availability of that category manpower. Contractor to ensure that their manpower comes in time specified & leaves site only after their duty hours are over. Contractor to ensure that his manpower obeys rules & regulations & follows instruction of site engineer.
- 2) In case of any leave or absence of any employee in any category, your company shall provide replacement for that category immediately.
- 3) Above mentioned total manpower must be supply at site everyday basis, in case of shortage double the rate of that category manpower will be deducted from monthly RA bill daily basis
- 4) Contractor manpower shall be abided to the rules and regulations and follow instruction of in charge.
- 5) Contractor manpower shall not be allowed to replace all the manpower without prior permission
- 6) Contractor shall be fully responsible for the supply of personal protective equipment –PPEs (safety shoes, goggles, industrial nose mask, ear plug, gum boots, safety belts etc.) and contractor shall take all necessary measures to prevent any accident during transportation. Annual health

examination for all manpower will be in scope of contractor and certificate shall be submitted to GMDC.

- 7) All tools and tackles require attending all kind of maintenance activities shall be provided by contractor. Contractor has to also provide all measuring instruments like micrometers, verniers, dial gauges, calipers, Bore gauge as per requirement of site.
- 8) Contractor has to maintain his own tool store and store keepers for round the clock availability.
- 9) No any manpower will be allowed without safety PPE's in any case.
- 10) Contractor has to submit daily manpower availability sheet, approved by Engineer in charge, if any manpower punching not carried out or miss punch report must be submitted next day and verify by site engineer.
- 11) All manpower need to work in general shift as well as shift duty as per instruction of engineer in charge.
- 12) In case of any damage of Equipments/Machinery due to negligence of your company or any other reason attributed to your company.
- 13) In case of requirement of additional manpower for overtime work, contractor has to arrange vehicle to transfer manpower from colony to plant without any delay. Contractor has to provide tea, snack and dinner at work location in case of overtime work.
- 14) All manpower need to work at the areas of Lignite/Lime system apron feeder, Stacker Re-claimer machine, crushers, impactors, screens, conveyor belts, dust suppression pumps, dry fog system of lignite and lime handling plant. Also, bed ash and fly ash transporters, compressors, blowers, ventilation fans, ash silo unloading area, ESP bottom hoppers etc. The works required to work at height, work at confined place, etc
- 15) The works include to work in overhauling of lignite crushers, impactors, replacement of conveyor belts, repairing of chute liners and mother plates, sizers, bearing replacements, pulley replacements, gear box overhauling, drive alignments, diesel engine overhauling, various leakages attending (underground or over ground), etc.
- 16) Lifting and shifting, replacement of various mechanical equipment, tools and tackles,
- 17) In addition to above miscellaneous jobs at plant area round the clock as per Engineer in charge instructions.
- 18) All works related to hoists, Cranes, and other lifting tools.
- 19) Cleaning of equipment, structures, etc
- 20) The successful bidder shall supply manpower as and when required even after normal working hours in short notice, which is required to carry out departmental works.
- 21) All other works including cleaning/housekeeping etc. to facilitate the above works as instructed by EIC.
- 22) All field operators have to check respective system during his duty hours and report to plant control room for any defects.
- 23) All field operators have to every day clean machinery of his work area on daily basis without fail. Cleaning may be carried out with or without air. Necessary cleaning equipment should be provided by contractor.
- 24) Since operator has to work in shift, in case next shift operator is not came, without any permission should not leave location, until next shift person is available. Spot relieving has to be done at each end of shift(around 15mins)

- 25) All field operators should remain present at his work area/location, if not found on location, necessary actions will be taken.
- 26) All manpower has to wear proper clothing to meet industrial safety rules.

**Note: Above mentioned scope is only indicative but not exhaustive. Looking to the nature of Power Industries supplied manpower has to work as per power house maintenance requirement across the plant to meet any emergency and has to work as per instruction of EIC.**

**LIST OF TOOLS AND TACKLES REQUIRED TO BE MAINTAINED (LOT)**

Sr. No.	Item	Unit	Qty
1	Welding Machine Single Phase-3nos & 3phase-4nos	Nos	7
2	Grinding Machine AG 7	Nos	2
3	Grinding Machine AG 4	Nos	3
4	Cutting Set With Nozzles And Regulators	Set	4
5	Welding Cable-Copper Only	Mtr	200
6	Right Angle 12" 6"	Nos	2
7	Hammer 3 Kg	Nos	5
8	Hammer 1.5 Kg	Nos	5
9	Hexo Frame With Blade	Nos	3
10	Ring Spanner 6-32	Set	5
11	D Spanner 6-32	Set	5
12	Half Round File	Nos	3
13	Round File	Set	3
14	Flat File	Set	3
15	Triangle File	Set	2
16	Pipe Wrench 24"	Nos	3
17	Pipe Wrench 12"	Nos	3
18	Pipe Wrench 18"	Nos	3
19	Grease Gun 10kg	Nos	2
20	Grease Gun 5 Kg	Nos	3
21	Grease Gun 2 Kg	Nos	2
22	Safety Belt	Nos	5
23	D Shackle 5 Ton	Nos	5
24	D Shackle 3 Ton	Nos	5
25	D Shackle 3 Ton	Nos	5
26	D Shackle 1 Ton	Nos	5
27	Hammer Wrench Ring 60	Nos	2
28	Hammer Wrench Ring 55	Nos	2
29	Hammer Wrench Ring 50	Nos	2
30	Hammer Wrench Ring 46	Nos	2
31	Hammer Wrench Ring 30	Nos	2

32	Hammer Wrench Ring 36	Nos	2
33	Hammer Wrench Ring 65	Nos	2
34	Hammer Wrench Ring 75	Nos	2
35	Hammer Wrench D-Fix 60	Nos	2
36	Hammer Wrench D-Fix 55	Nos	2
37	Hammer Wrench D-Fix 50	Nos	2
38	Hammer Wrench D-Fix 46	Nos	2
39	Hammer Wrench D-Fix 41	Nos	2
40	Hammer Wrench D-Fix 36	Nos	2
41	Lifting Belt 5 Ton 3mtr	Nos	4
42	Lifting Belt 3 Ton 1.5mtr	Nos	4
43	Wire Sling 5 Ton 3mtr	Nos	5
44	Wire Sling 3 Ton 3mtr	Nos	5
45	Wire Sling 1 Ton Mtr	Nos	5
46	Chain Block 10 Ton	Nos	1
47	Chain Block 5 Ton	Nos	3
48	Chain Block 3 Ton	Nos	5
49	Chain Block 2 Ton	Nos	5
50	Chain Block 1 Ton	Nos	3
51	Plier-Insulated Handle	Nos	3
52	Screen Driver Set	Set	2
53	Screw Driver 808	Nos	1
54	Mesuring Tape 3 Mtr	Nos	10
55	Slide Wrench 8	Nos	3
56	Slide Wrench 12	Nos	3
57	Allenkey Set Upto 12mm	Set	2
58	Box Spaner Set	Set	2
59	Water Lavel	Nos	1
60	Spirit Level	Nos	1
61	Cottom Rope Aound 20mm	Mtr	50
62	Chain Pulley/Kuppti	Nos	5
63	Chiesel 25x150	Nos	3
64	Chiesel 25x300	Nos	3
65	Hole Pnch	Set	3
66	Belt Cutter	Nos	10
67	Dial Indicator With Magnetic Stand	Nos	5
68	Ring Spanners	Set	5
69	D Spanners	Set	5
70	Nose Plier	Nos	3
71	External Circlip Plier	Nos	5
72	Internal Circlip Plier	Nos	5
73	Oxygen Key	Nos	3
74	Heavy Duty Shim Cutter	Nos	3

75	Allen Key Upto 17mm	Nos	3 Nos Each
76	Hand Lamp	Nos	5
77	Industrial Extension Board With Cable	Nos	5
78	Drill Machine	Nos	2
79	Box Spanner 14 MM	Nos	2
80	Box Spanner 15 MM	Nos	2
81	Box Spanner 16 MM	Nos	2
82	Box Spanner 17 MM	Nos	2
83	Box Spanner 18 MM	Nos	2
84	Box Spanner 21 MM	Nos	2
85	Box Spanner 27 MM	Nos	2
86	Box Spanner 36MM	Nos	2
87	Box Spanner 38MM	Nos	2
88	Box Spanner 41MM	Nos	2
89	Box Spanner 46MM	Nos	2
90	Box Spanner Handle With Extension Bar	Nos	3
91	Screw Operated Coupling & Bearing Pullers- 18"	Set	2
92	Bore Gauge	Nos	1
93	External Micrometers	Nos	2
94	Internal Micrometers	Nos	2
95	External Clipers	Nos	2
96	Internal Calipers	Nos	2
97	Viernier Caliper	Nos	2
98	Rachet Handlefor Box Spanners Upto 32mm	Nos	3
99	Rachet For Box Spanners Above 32mm	Nos	3
100	Torque Wrench	Nos	2
101	Wire Brush	Nos	25
102	Die For External Thread Cutting Size:Upto 25mm	Nos	1
103	Die For External Thread Cutting Size:Upto 25-65mm	Nos	1
104	Hydraulic Jack Pump	Nos	2
105	Hydraulic Jack Cylidner 10ton	Nos	1
106	Hydraulic Jack Cylidner 25ton	Nos	2
107	Hydraulic Jack Cylidner 50ton	Nos	2
108	Torch	Nos	10
109	Temperature Gun	Nos	2
110	Steel Scales	Nos	2

**NB: If any tools and tackles, except the list mentioned hereinabove, shall be required to carry out any job, then successful bidder shall arrange the same without any financial burden to GMDC.**

**3. DURATION AND QUANTITY OF WORK:**

The period of the contract will be of **six months** from the date of commencement of the work. However period of contract may be extended for another period of six months on the same terms and conditions of the contract subject to the requirement and entire satisfaction of GMDC.

4. In case of any reason including adverse working conditions during execution of the contract that may compel suspension/ closure of the contract, GMDC shall be at liberty to conclude/ postpone/ complete/ terminate/ foreclose this contract. No compensation or payment shall be made on account of afore-stated events. Decision of GMDC in this regard shall be final and binding to the Successful Bidder.
5. 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.
6. The Successful Bidder shall submit a daily report of deployed manpower details in the format as provided by GMDC EIC. The Successful Bidder shall submit a weekly report of tools and tackles and status thereof to the GMDC E-I-C.
7. The Successful Bidder shall have to follow all safety norms. The Successful Bidder shall be responsible for safety of equipments and plants. If any damages occur then the Successful Bidder shall be responsible for repairing the damages made to the equipments and plant of GMDC and compensate for the cost of damages.
8. GMDC shall not be made liable for any damage and /or compensation for the manpower and/or tools and tackles provided by the Successful Bidder.

**9. RIGHT TO REVIEW THE PERFORMANCE:**

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.

## CHAPTER – VI TERMS AND CONDITIONS OF THE TENDER

Gujarat Mineral Development GMDC Ltd., (herein after referred to as GMDC) proposes to award the works of **Supply of Manpower with tools & tackles for Field Operation, Preventive, Predictive, Breakdown, Shutdown, General, Routine Maintenance of Material Handling & Ash Handling plant** as directed by GMDC from experienced and reputed Bidders **at 2X125 MW AKRIMOTA THERMAL POWER STATION, VILL. NANICHER, TAL. LAKHPAT, DIST. KUTCH, GUJARAT.**

### **1      EARNEST MONEY DEPOSIT (EMD)**

- 1.1      A non-interest bearing Earnest Money Deposit of **Rs. 4,95,000/- (Rupees Four Lakh Ninety Five Thousands Only)** shall be paid along with the tender, enclosed with Technical Bid documents in seal cover super scribed "TECHNICAL BID", in form of Demand Draft/ Pay order in favour of GMDC Ltd. payable at Ahmedabad from banks approved by Govt. of Gujarat from time to time (except Co-Operative bank) or **Fixed Deposit** from Banks approved by Govt. of Gujarat (except Co-operative Bank) duly lien/pledged in the name of GMDC for a period of not less than 6 (six) months from the date of opening of preliminary bid and shall be renewed from time to time in case of requirement or **Bank Guarantee** issued by banks approved by Govt. of Gujarat from time to time (except Co-Operative bank) in the form and manner acceptable to the GMDC valid for a period of not less than 6 (six) months from the date of opening of preliminary bid.

**Relaxation in terms of submission of Earnest Money Deposit shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of Tender.**

- 1.2      Any tender submitted without Earnest Money Deposit in the desired form or inadequate amount of EMD shall be summarily rejected and no claim shall be entertained on such rejected tenders.
- 1.3      List of the banks approved by Govt. of Gujarat is as per **Annexure- I.**
- 1.4      EMD will be refunded to unsuccessful bidders within 30 days of determination of the L1 Bidder.
- 1.5      The EMD of the Contractor shall either be adjusted as a part of security deposit, if desired by the Contractor or shall be refunded on receipt of security deposit amount as stipulated in clause No.2 of the Chapter-VI.
- 1.6      In case of non conformity, irresponsible behavior and fluctuation on the matter discussed/negotiated with the Contractor regarding the contract work before issuing the LOI, the amount of the EMD paid will be forfeited and necessary further actions including black listing of the Contractor may be initiated as may be deemed fit by the GMDC.

### **2      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.

- 2.1** The successful bidder shall pay security deposit in the following manner within 7 days from the date of receipt of LOL:

10% of the total contract value excluding Goods & service tax at the time of award of the work before commencement of the contract work in form of a Crossed Demand Draft in favour of GMDC payable at Ahmedabad or a Fixed Deposit duly pledged/lien in favour of GMDC from the Banks approved by Government of Gujarat from time to time except Co-Operative Bank or a Bank Guarantee issued by the Banks approved by Govt. of Gujarat having validity beyond the six months of the contract period (except Co- operative Bank) in the form and manner acceptable to GMDC.

In case of Bank Guarantee, before one months of its expiry, the same shall have to be renewed from time to time as per requirement of GMDC. The final renewal of Bank Guarantee should made valid till six months after expiry of contract period.

- 2.2** It shall be refunded to the Successful bidder, within a period of six months after satisfactory completion of the work and removal of equipment, tools tackles, campsite etc, and the due fulfillment of all the terms and conditions of the contract. The Successful bidder shall obtain "No Dues Certificate" and " Site Clearance " certificate to this effect from the General Manager [Project] / Project-in-Charge and shall submit the same to the General Manager [Power] at HO, who after verification of the fact will arrange for refund of SD. The successful bidder will also have to submit "NO DEMAND CERTIFICATE" along with the above mentioned certificate as per the Performa given in the tender document.
- 2.3** The SD deposited by the Successful bidder will be forfeited if the successful bidder fails to provide the required manpower within 20 days of acceptance of Letter of Intent by the Successful bidder.
- 2.4** 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.
- 2.5** GMDC will reserve the right to recover the charges or the liquidated damages from the Security Deposit in the following circumstances-
- i. If the successful bidder or its employees causes any damage or destroy any property belonging to GMDC.
  - ii. 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.
  - iii. Any other dues on account of statutory compliance.



### **3. RUNNING ACCOUNT BILLS:**

- 3.1** The Successful Bidder shall submit monthly Running account bills for the work executed during the period (a calendar month or a period not less than 30 days) within 7 days of the completion of the period for the works. However, in case of requirement, necessity or circumstances prevailing, if any, the period of the RA Bill may be more or less than 30 days.
- 3.2 Payment of RA Bill -**
- A. Payment for the Work for the Supply of Manpower with tools and tackles for Field Operation, Preventive, Predictive, Breakdown, Shutdown, General, Routine Maintenance of Material Handling & Ash Handling plant.**
- B.** GMDC shall make payment on account of supplying manpower for odd duty hours after normal duty hours. The payment for odd hour duty shall be paid twice the rate finalized for the respective manpower.
- 3.3** Monthly Running Account Bill shall be submitted to the office of the General Manager (Power Project) with following documents:
- I. Duly Certified Date wise report of manpower supplied with their category.
  - II. Duly certified Date wise list of Healthy tools and tackles available at site for MHP/AHP work.
  - III. Copies of Muster Roll and Payment sheets showing the amount of PF deducted from salaries of the labour and employees, PF No. of labour and employee, amount of contribution of the Contractor.
  - IV. Copy of the challans for the PF amount deposited in RPFC for the previous month, in respect of PF deduction related exclusively to this contract as well as copies of monthly returns i.e. 3A and yearly 6A.
  - V. Check List.
  - VI. Compliance of all law relevant with the work carried out by Contractors such as Labour, and Factories Act etc.

### **4. MODE OF PAYMENT:**

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

- 4.1** Income tax as per provision of Income Tax Act, and other Taxes (and surcharges) applicable in force from time to time
- 4.2** Cost of any other services provided / material supplied plus 15% administrative charge, if any, by the GMDC.
- 4.3** Liquidated damages leviable as per clause No.5 of Chapter-VI of the Tender Document.
- 4.4** Other deductions, if any.
- 4.5** An ad-hoc payment @ 80% of the payable amount arrived after considering above deduction, will be paid by office of the G.M. [Power Project], within 30 days of submission of the bill along with its details.
- 4.6** The bill shall then be sent to GMDC's Corporate Office at Ahmedabad for verification, auditing and approval. Balance 20% payable amount of Running account bills shall become payable by Project within two weeks of the receipt of the approved bill from Corporate Office.

## **5. LIQUIDATED DAMAGES (L.D.):**

- 5.1** If the Contractor fails to start the actual work within 14 days from the date of acceptance of LOI as required under clause no.8 of Chapter-II of tender document, a liquidated damages @ Rs.15, 000/- per day shall be leviable, for a maximum period of 20 days. If the Contractor fails to start work even after 20 days, the GMDC will be free to forfeit the EMD and/or SD, or both the EMD and SD and take action stipulated under Clause No.1 & 2 of Chapter-VI of tender document.
- 5.2** The successful bidder has to supply manpower mentioned as per list provided in scope of work section. If the supply of Manpower is less than the requirement mentioned in the contract on daily basis, then liquidated damages equivalent to twice the rate of supply of respective manpower on daily basis shall be applicable and deducted from the monthly RA bill of the successful bidder.
- 5.3** The successful bidder shall have to maintain 100% availability of healthy tools and tackles for carrying out scheduled works smoothly. The list of such tools & tackles is given at scope of work section. The Contractor shall have to submit the available tools and tackles list and status on weekly basis. Any shortfall, if found shall be considered as non fulfillment of availability of tools and tackles and shall be liable to levy of liquidated damage at the rate of entire quoted rate on daily basis for the non-available period.
- Example: Suppose the contractor shall have to provide tools list consists of A,B,C,D,E.
- Out of them, If tools-A not available or healthy for any day of the week, Then GMDC shall deduct the total quoted price for tools(A,B,C,D,E) for the day for non-availability of tools.
- Amount of deduction= Quoted price for tools and tackles x Nos. of days of non-availability of any tools /180
- 5.4** The contractor shall ensure that deployed manpower shall not go on strike in any case. In case any of the supplied manpower goes on strike, for such period of strike, liquidated damages at the rate equivalent to five times of the per day rate of supply shall be deducted from the monthly RA bill of the successful bidder.
- 5.5** Under any circumstances, GMDC shall not be liable to pay any compensation to the Contractor.

## **6. STATUTORY OBLIGATIONS**

- 6.1** That the Successful Bidder shall obtain license under the Bombay Shops and Establishment Act and it shall pay wages and benefits in accordance with the applicable laws and shall not pay less than as notified by the Government Authorities from time to time and shall maintain the employment records as required under applicable laws.
- 6.2** That the Successful Bidder shall get his own License under Contract Labour (Regulation and Abolition) Act. It shall be binding to get the same renewed from time to time and shall maintain all the records as per the act.
- 6.3** That the Successful Bidder shall be responsible to enroll his employees, deduct, add and deposit in the relevant accounts the contributions as required under the Employees State Insurance Act, 1952 and the Employees Provident Funds and Miscellaneous Provisions Act 1952 and any other enactment's covered under the various applicable labour laws as well as maintain all books of records for the staff and employees deputed by it for this contract

such as required under any laws applicable. The Successful Bidder shall also furnish a copy of such statements as documentary proof to the GMDC.

- 6.4** That if the Successful Bidder is not covered under the Employees State Insurance Act, 1952 then it shall be the duty of the Successful Bidder to take appropriate insurance cover under the Workmen Compensation Act and take Group Personal Accident Policy for all the employees deputed at the project site.
- 6.5** The Successful Bidder has to issue to the employee's Identity card with their photos and shall also maintain relevant register.
- 6.6** That the Successful Bidder shall give leave/holiday to its workforce as per the provisions of labour laws applicable.
- 6.7** That the Successful Bidder would obey with all applicable laws and maintain all such necessary records as necessitated under such enactments.
- 6.8** Every person deployed by the Contractor in a plant must wear safety gadgets to be provided by the Contractor.
- 6.9** The Contractor will be required to obtain License from the office of the Labour Commissioner for the required strength of labour, before commencement of work at site and the same shall be maintained updated and valid throughout the currency of the contract.
- 6.10** If any amount becomes payable by GMDC as a result of any claim or application in terms of the provisions or non compliance of provision of the any Acts and the Rules and Regulations, By-laws or the Orders made there under, applicable from time to time, such amounts shall be recoverable from the Contractor for which GMDC will not be responsible for any compensation.
- 6.11** The Contractor 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.\
- 6.12** The Contractor shall comply with other statutory provisions of Law.

## **7. LAWS, REGULATIONS AND PERMITS AND RULES MADE THERE UNDER**

- 7.1** The Contractor 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 Contractor shall serve GMDC harmless as a result of any in factions thereof. Contractor will be solely liable for all non compliances.
- 7.2** 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.
  - 7.2.1** The Indian Factories Act of 1948 (63 to 1948) and Amendments and Rules (Amended up to date)
  - 7.2.2** The Electricity Act, 2003 and rules made thereunder
  - 7.2.3** The Indian Boiler Regulation Act, 1950 and rules made thereunder
  - 7.2.4** The Minimum Wages Act, 1948

**7.2.5** The Employees Compensation Act 1923 and Amendment Act 2010

**7.2.6** The Payment of Wages Act 1936 and Amendment Act 2012

**7.2.7** Payment of Bonus Act 1965 and Amended up to date

**7.2.8** Contract Labour Regulations & Abolition Act 1970

**7.2.9** Interstate Migrant Workmen (Regulations) Act 1979

## **8 NOTICE**

Written notice shall be deemed to have been duly served if delivered to the individual or to Contractor 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.

## **9. BANKRUPTCY ETC.**

If the Contractor 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 Contractor. The power and provision so reserved to GMDC on taking of the work out of the Contractor's hands shall apply as far as they may be when the contract is so terminated.

## **10. CANVASSING NOT PERMITTED**

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

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

## **11. TERMINATION OF CONTRACT**

If at any time during the currency of this contract, if any breach occurs due to the reasons attributed to the Contractor, GMDC shall be at liberty to terminate this contract without assigning any reasons, whatsoever, for such termination and any losses and/or damages occurring due to such termination shall be borne by the Contractor. GMDC shall be entitled to forfeit Security deposits as Liquidated damages.

**12. 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.

**13. GOVERNING LAW**

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

**14. 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.

**15. PROVISIONS RELATED TO INSURANCE:**

- 15.1** Insurance –The Contractor 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 Contractor 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.
- 15.2** The Contractor 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.
- 15.3** The Contractor 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 Contractor and it shall be deemed to have been included in the tendered rate.
- 15.4** In the event of the Contractor's failure to effect or to keep in force the insurance referred to above or any other insurance which the Contractor 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 Contractor.

**16. TRAVELING, LIVING AND OTHER EXPENSES:**

The Contract price shall include all salaries, and wages, all traveling time and expenses, boarding and lodging allowance and medical expenses of all personnel furnished by the Contractor and all payments which the Contractor may have to make in relation to the work, to the labourers and

other personnel employed. Further the contract price shall include all taxes and liability in respect of Employee's Compensation Act, Employee State Insurance Act and Employees Provident Fund Act, etc.

## **17. MEASUREMENTS**

- 17.1 Supply of Manpower for work:** -The nominated person of the contractor shall furnish the details of supply of manpower to MHP/AHP EIC on daily basis.

The measurement and the computations provided by the GMDC shall be final and binding to the Contractor.

- 17.2 Supply of Tools and tackles work:** - The nominated person of the contractor shall furnish the daily details of available tools and tackles, status to MHP/AHP EIC on Weekly basis.

The measurement and the computations provided by the GMDC shall be final and binding to the Contractor.

## **18. NON FULFILMENT OF TERMS AND CONDITION OF THE CONTRACT**

- 18.1** If the Contractor 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 Contractor. This however, shall not absolve the Contractor 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 Contractor and the Contractor shall be responsible to pay such cost incurred by the GMDC to complete the work and / or to get the work completed.

- 18.2** Likewise, if the Contractor 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 Contractor 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 Contractor.

- 18.3** For any reasons, if it is required, the GMDC reserves right to cancel, terminate, amend and / or alter the contract and / or bifurcate and / or reduce the contract work at any time without giving any notice or reason to the Contractor and without incurring any responsibility. For such cases, Contractor 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.

## **19. ACCIDENT ETC. AND RESPONSIBILITIES OF BIDDER:**

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

- 19.2** In the event of any breakdown or accident during the course of any operation, the Contractor 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.
- 19.3** The Contractor 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 Contractor, the same amount shall be recovered from the Contractor bill or dues pending towards GMDC.

## **20 GENERAL CONDITONS**

- 20.1** Medical examination of all persons to be employed by the Contractor in the power project shall have to be conducted as per law.
- 20.2** All the tools, tackles and equipment proposed to be used in the power project shall be physically examined by GMDC's Engineers for verifying its use-worthiness in the mines.
- 20.3** All the persons of the Contractor engaged inside the power project area must wear Helmet and Shoes. As and when required other personal protective wears shall also be provided to them.
- 20.4** 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.
- 20.5** 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 is full time available on work site to whom GMDC can issue the instruction and who can fulfill such instructions. Contractor shall appoint qualified Manpower.
- 20.6** 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.
- 20.7** All the staff members of the Contractor shall carry Photo Identity Card while on duty.
- 20.8** Contractor shall have to work in three shifts and by three different relays compulsory (Mandatory). The time of commencement of work and of the end of the work for each relay will be in accordance with the timings of GMDC's own workings. Duration of each shift will be Eight hours, with at least half-an hour rest interval in between. The Contractor shall ensure that the attendance of all the supplied manpower shall be taken through biometric attendance machine.
- 20.9** The Contractor shall have to open Bank accounts of their workers and shall be required to deposit the wages, advance payment, welfare payments, bonus and all other payments in their accounts. Contractor's bill shall be released only after receiving detailed statement showing name wise wages and all other payments if any having deposited in the accounts of contractor's workers.

- 20.10** 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.
- 20.11** 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 e.g. Audio Visual Alarms, fire extinguisher etc.
- 20.12** In case of any Central/State Government directives regarding Power 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.
- 20.13** 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.
- 20.14** 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 equipments/machineries deployed at the project site with a mutually consented rate. A separate agreement will be made to this effect.
- 20.15** 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.

## **21 SUB-CONTRACT:**

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

## **22 COMPLETION OF WORK:**

- 22.1** Upon the Contractor 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 Manager (Power Project) of GMDC shall formally issue the Completion Certificate, after verifying from the completion documents and satisfying himself that the Works under the Contract have been completed in accordance with all the provisions of this Contract. The Contractor, after obtaining the Completion Certificate shall become eligible to present the final bill for the Works executed by it under the Contract.
- 22.2** Upon completion of Works under the Contract and before the application for the Completion Certificate, the Contractor 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 Contractor.
- 22.3** The Contractor shall provide GMDC with any and all documents/records/proofs that may be demanded before issuance of Completion Certificate.



**23 FORE CLOSURE:**

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

**24 FORCE MAJEURE :**

- 24.1** Force majeure is herein defined as any cause which is beyond the control of the contractor 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:
- 24.1.1** Natural phenomena such as flood, draughts Cyclone, earthquake and epidemics, declaration of war.
- 24.1.2** 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.
- 24.2** The contractor 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.
- 24.3** For delay arising out of Force Majeure, the contractor 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 he Contractor 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.
- 24.4** If any of the Force Majeure conditions exists in the place of operation of the contractor 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.
- 24.5** The contractor of the GMDC shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/ or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time given though such cause any occur after contractor's performance of his obligations has been delayed for other causes.

**25 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.

**26 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.

**FORM - A****CHECK LIST OF DOCUMENTS ENCLOSED WITH TENDER****TECHNICAL BID**

<b>Sr. No.</b>	<b>Document</b>	<b>Declaration (Strike out whichever is not applicable)</b>
1.	Tender Processing Fee	Yes/No
2.	EMD	Yes / No
3.	<b>FORM-A</b> (check list of documents enclosed with tender)	Yes / No
4.	<b>FORM-B</b> (Status of the Bidder)	Yes / No
5.	<b>FORM-C-1</b> (Details of work carried out during the last seven years by the Bidder)	Yes / No
6.	<b>FORM C-2</b> (Details of work carried out should be provided as per FORM C-2 provided in the tender Document)	Yes / No
7.	<b>FORM C-3</b> (Details of Bidder as per the format provided in <b>Form C-3</b> of the Tender Document)	Yes / No
8.	Declaration of not Black listed as per the format provided in <b>Form G</b> of the Tender Document	Yes / No
9.	Undertaking of Genuineness of Document as per format provided in <b>FORM H</b> of the Tender Document	Yes / No
10.	CA Certificate of Net worth, Turnover and Working Capital as per format provided in <b>FORM I</b> of the Tender Document	Yes / No
11.	Undertaking of Indemnity as per format provided in <b>FORM J</b> of the Tender Document.	Yes / No
12.	Declaration of site visit as per format provided in <b>FORM K</b> of the Tender Document.	Yes / No
13.	Declaration of unconditional offer as per format provided in <b>FORM L</b> of the Tender Document.	Yes / No
14.	Declaration regarding unconditional acceptance of all the terms and conditions of the Tender documents per format provided in <b>FORM M</b> of the Tender Document	Yes / No
15.	Power of Authority to sign the documents (Duly Notarized on Stamp paper of Rs. 300)	Yes / No
16.	Copy of P.F. Registration details	Yes / No

**PRICE BID**

<b>1</b>	Online Price bid submission in Form 'AA'	Yes / No
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**FORM - B****STATUS OF THE BIDDER**

Particulars	Details
Name of the Bidder:	
Address :	
Registered office :	
For correspondence :	
Mobile No.	
Telephone /Fax No.	
E-mail Address	
Attested copies of Deeds, Articles of association to be enclosed	
Name 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	
PAN of Bidder	
GST Registration No. of Bidder	
PF Registration No.	

## FORM –C-1

**DETAILS OF WORK CARRIED OUT DURING THE LAST SEVEN YEARS BY THE BIDDER**

(Details to be submitted in line of Experience submitted in Form- C2)

Sr. No.	Description of work with Work place	Name of client with postal address	Period		Actual Quantity worked	Work experience certificate attached
			From (Date)	To (Date)		
						Yes/No
						Yes/No
						Yes/No
						Yes/No

**\*\*TO BE CERTIFIED BY CHARTERED ACCOUNTANT SHOWING MEMBERSHIP NO/ FIRM  
REGISTRATION NO.**

**Form - C-2**

**Bidder should submit the details of work carried out during the last seven years by the Bidder in below format in addition to the details submitted in the Form-C-1:**

<b>Bidder</b>	<b>Amount of single Work order in lakhs INR</b>						
	<b>Year 1 (Period)</b>	<b>Year2 (Period)</b>	<b>Year 3 (Period)</b>	<b>Year 4 (Period)</b>	<b>Year 5 (Period)</b>	<b>Year 6 (Period)</b>	<b>Year 7 (Period)</b>

**\*\*TO BE CERTIFIED BY CHARTERED ACCOUNTANT SHOWING MEMBERSHIP NO/ FIRM REGISTRATION NO.**

**FORM – C-3****DETAILS OF BIDDER**

<b>Particulars</b>	
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 or any partner/proprietor of present GMDC was associated in any capacity.	

**FORM - F**

**(On letter head of the Bidder- to be produce at the time of release of Security Deposit)**

To,  
General Manager (Power)  
Gujarat Mineral Development GMDC Ltd.  
"Khanij Bhavan" 132' Ring road,  
University Ground, Vastrapur,  
Ahmedabad- 380 052

**Name of Works:**

- The Work of \_\_\_\_\_.

**NO DEMAND CERTIFICATRE**

We \_\_\_\_\_ hereby certify that we have received the payment of all our bills in full and final settlement of our claims in respect of Tender No. \_\_\_\_\_ for all the works as mentioned above at \_\_\_\_\_.

The payment received by us is in full and final settlement of our all the claims towards the amount with respect to the work under reference.

Hence, we do not have any outstanding claim against GMDC for the work under reference. We shall not claim any further amount from GMDC in future, either one way or the other.

This certificate is given without any prejudice and in the presence of two witnesses.

**Signature & Stamp of the Bidder****Date:****Signature & Address of****Witnesses. 1. \_\_\_\_\_****2. \_\_\_\_\_**



**FORM G**

**DECLARATION**

(On letter head of the Bidder)

FROM:

DATE:

To,

The General Manager (Power),  
Gujarat Mineral Development GMDC Ltd.,  
"Khanij Bhavan", 132 ft. Ring Road,  
University Ground, Vastrapur,  
Ahmedabad-380015

Dear Sir,

I/we here by solemnly declare that 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.

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

Yours faithfully,

\_\_\_\_\_  
**Signature and Stamp of the Bidder**

**FORM H****(FORMAT FOR AFFIDAVIT)****A F F I D A V I T  
UNDERTAKING REGARDING GENUINNESS OF DOCUMENTS  
(On Non-Judicial Stamp Paper of RS 300/-)**

I/We, \_\_\_\_\_, Partner/Director/Legal Attorney/Accredited Representative  
of M/s. \_\_\_\_\_ solemnly declare that:

1. I/We are submitting Tender for the work \_\_\_\_\_ against  
Tender No. \_\_\_\_\_
2. None of the Partners/Directors of our firm/GMDC is relative of employee of GMDC.
3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification  
information of this Tender is complete, correct and true.
4. All documents/credentials submitted along with this Tender are genuine, authentic, true and valid.
5. If it is found at any point of time that our documents are not genuine then in that case our tender  
will be rejected, earnest money deposited by us will be forfeited and we will be debarred from  
participating in further/future GMDC tenders and/or any action as deemed fit by GMDC may be  
taken against us, including termination of the contract, forfeiture of all dues including Earnest  
Money / Security deposit and banning/delisting of our entity and all related persons etc.

**SIGNATURE OF THE BIDDER  
WITH SEAL**

Dated .....

**FORM I****CERTIFICATE OF NETWORTH AND TURNOVER**

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

1. Net Worth= Rs.\_\_\_\_\_ as on 31-03-2021.
2. Turn Over =   Rs.\_\_\_\_\_ for the Year 2018-19.  
                      Rs.\_\_\_\_\_ for the Year 2019-20.  
                      Rs.\_\_\_\_\_ for the Year 2020-21.  
  
                      Average Turnover of Rs.\_\_\_\_\_

**TO BE CERTIFIED BY CHARTERED ACCOUNTANT SHOWING MEMBERSHIP NO/ FIRM REGISTRATION NO.**

**FORM - J****UNDERTAKING OF INDEMNITY**

(On Letter head of the Bidder)

To,

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

Dear Sir,

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

Yours faithfully,

For -----

(Signature &amp; Stamp of the Bidder)

**FORM - K****DECLARATION ABOUT THE SITE VISIT**

(On letter head of the Bidder)

**Name of Works:**

- The Work of \_\_\_\_\_.

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 - L**

**DECLARATION OF UNCONDITIONAL OFFER**

(On letter head of the Bidder)

We \_\_\_\_\_ hereby declare that we have not put any condition in our offer with respect to Tender No.\_\_\_\_,

**SIGNATURE OF THE BIDDER WITH SEAL**

Dated .....

**FORM - M**

**Declaration regarding unconditional acceptance of all the terms and conditions of the  
Tender document**

We \_\_\_\_\_ hereby declare that we accept all the terms and conditions, including Annexure, Corrigendum if any, as specified in the Tender Document No. \_\_\_\_\_ unconditionally.

**SIGNATURE OF THE BIDDER WITH SEAL**

Dated .....

**PRICE BID FORM – AA**  
**(To be submitted online)**

**A. Supply of daily manpower (Excluding GST)**

Sr. No.	Description	Required Qty. Per day	Unit	Rate in Rs. per manpower per day	Total Rate in Rs. per day	Amount in Rs. For 6 months (180 days)
1	Supply of Field operator	64	Nos.			
2	Supply of Welder	9	Nos.			
3	Supply of Fitter	11	Nos.			
4	Supply of Rigger	9	Nos.			
5	Supply of Electrician	3	Nos.			
6	Supply of Foreman	2	Nos.			
7	Supply of Dumper Driver	3	Nos.			
8	Supply of Mill Wright fitter	2	Nos.			
9	Supply of Helper	10	Nos.			
<b>Total of A (Excluding GST)</b>						

**A. Tools and tackles component**

Sr. No.	Description	Required Qty. Per day	Unit	Amount in Rs.
2	Maintaining and supplying Tools tackles for MHP & AHP	As mentioned in Scope of work section	Lot.	
<b>Total of B (Excluding GST)</b>				
<b>Total of A &amp; B (Excluding GST)</b>				

Signature of Bidder with seal

Dated: \_\_\_\_\_



**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 &amp; amount).....

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

For..... (Name of Facilities)

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

Date.....20

To,

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

Dear Sir,

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

( Name of the facilities ) from 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 and agree that any change in the constitution of GMDC or the Bidder or the said Bank shall not discharged our liability hereunder dated \_\_\_\_\_ day of \_\_\_\_\_ 20 . \_\_\_\_\_ for \_\_\_\_\_ ( Name of Bank )

**Yours faithfully**

**For.....**  
**(Name of the Bank)**

## ANNEXURE-I

## Annexure I.

Finance Department, GR. No.: EMD/10/2021/7729/DMO

Date: 12/04/2021

(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, 2022. 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.

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

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

  
(S. Chhakechhuak)  
Additional Secretary (B)