

GMDC/ATPS- Vortex-03/2021-22 Date: 16-07-2021

NOTICE INVITING TENDER

TENDER NO: GMDC/ ATPS-Vortex-03/2021-22

GMDC proposes to carry out the “Erection and Installation of Vortex 2A and Repairing of Vortex 2B with supply and application of refractory, all consumables and required scaffolding in both cyclones of Unit 2 boiler” of Akrimota Thermal Power Station, at VILL.NANICHER, TAL. LAKHPAT, DIST. KUTCH, GUJARAT. Prospective bidders may please download the Tender Document of TENDER NO. GMDC/ATPS- Vortex-03/2021-22 from website <https://gmdc.nprocure.com> & www.gmdcltd.com



**GM (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
☎ EPABX : 27913501, 27913200
E-mail : power@gmdcltd.com
Website : www.gmdcltd.com**

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TENDER NOTICE

TENDER NO. GMDC/ ATPS- Vortex-03/2021-22

1. Summary of the Tender

Place of work	2X125 MW AKRIMOTA THERMAL POWER STATION, VILL.NANICHER, TAL. LAKHPAT, DIST. KUTCH, GUJARAT.
Brief Description of work	"Erection and Installation of Vortex 2A and Repairing of Vortex 2B with supply and application of refractory, all consumables and required scaffolding in both cyclones of Unit 2 boiler".
Item wise Quantity.	As per scope of work - chapter V
Period of contract	20 Days from Commencement of Work
Estimated Contract Value	Approximate cost of work is Rs 43,00,000/-
EMD	<p>Rs.1,29,000.00 (Rupees one Lakh Twenty Nine Thousands Only) in Form of</p> <ul style="list-style-type: none"> • DD in favour of GMDC Ltd. payable at Ahmedabad <p>or</p> <ul style="list-style-type: none"> • 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 <p>or</p> <ul style="list-style-type: none"> • 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 Annexure-I). It should be valid for a period of not less than 6 (six) months from the date of opening of the bids. <p>Relaxation in terms of submission of Earnest Money Deposit shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of Tender.</p>
Tender Processing Fee	<p>Rs. 15000(Fifteen thousand only) plus GST @18% aggregating to Rs.17700/-payable by Demand Draft drawn in favor of "GMDC Ltd." payable at Ahmedabad.</p> <p>Relaxation in terms of submission of Tender Processing Fee shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of Tender.</p>
Availability of Tender document	On web site www.gmdcltd.com ; https://gmdc.nprocure.com
Downloading of tender document from websites	From Dt. 16.07.2021

Last date of on line submission of offer	29.07.2021 up to 18.00 Hrs. on https://gmhc.nprocure.com only.
Submission of Tender processing fee, EMD and Supporting documents for Tech. bid	29.07.2021 up to 18.00 Hrs. at Corporate office, Ahmedabad.
Date and time for online opening and viewing of preliminary bid.	29.07.2021 at 18.30 Hrs.

2. GMHC 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. GMHC 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. GMHC 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.gmhc.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 along with supporting documents, tender processing fees, EMD amount etc. shall not be considered as bid submitted and the same will be returned back to the Bidder without opening the same. GMHC 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, Gorsar, Bhanvad, Bada, Varvala, Rojmal and Solar Power plant of 5 MW at Panandhro Project.

2. LOCATION OF PROJECT:

The Akrimota Thermal Power Project is located at 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 PROCESSING FEE:

The tender documents can be downloaded from our web site www.gmdcltd.com and <https://gmdc.nprocure.com/>. The cost of tender documents is to be paid at the time of submission of supporting document of technical bid in the form of demand draft 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 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. Bidder is 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 email is: jndave@gmdcltd.co.in; power@gmdcltd.com
- 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 DOCUMENTS & EVALUATION:

- 3.1. It is a three stage bid evaluation system. It is mandatory that the bids are first submitted online 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: **GMDC/ ATPS- Vortex-03/2021-22** and Name of work: **"Erection and Installation of Vortex 2A and Repairing of Vortex 2B with supply and application of refractory, all consumables and required scaffolding in both cyclones of Unit 2 boiler"** of Akrimota Thermal Power Station, at **VILL.NANICHER, TAL. LAKHPAT, DIST. KUTCH, GUJARAT.**

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:

Sr. No.	Document	Submission
1	Tender Processing Fee	Physical & Detail on online
2	EMD	Physical & Detail on online
3	FORM-A check list of documents enclosed with tender	Physical
4	FORM-B Status of the Bidder	Physical
5	FORM-C-1 Details of Work Carried Out During the Last Seven Years by the Bidder	Physical
6	FORM C-2 Details of work carried out should be provided as per FORM C-2 provided in the tender Document*	Physical
7	FORM C-3 Details of Bidder as per the format provided in Form C-3 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 FORM H of the Tender Document	Physical
10	CA Certificate of Net worth, Turnover and Working Capital as per format provided in FORM I of the Tender Document	Physical
11	Undertaking of Indemnity as per format provided in FORM J of the Tender Document.	Physical
12	Undertaking/declaration of site visit as per format provided in FORM K of the Tender Document.	Physical
13	Declaration of unconditional offer as per format provided in FORM L of the Tender Document.	Physical
14	Declaration regarding unconditional acceptance of all the terms and conditions of the Tender documents per format provided in FORM M of the Tender Document	Physical
15	Power of Authority to sign the documents	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

- (a) 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 only in the physical format, the tender will not be taken up for scrutiny and will be out rightly rejected.
- (b) 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.

- (c) 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**.
- (d) 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 of the bid for all the works and supply shall be determined and overall lowest bidder shall be considered for determining L₁ bidder.

- (a) L₁ Bidder may be called for negotiation.
- (b) After negotiation with L₁ bidder and finalization of the rates for the works with the L₁ bidder, If L₁ bidder disagrees/ discontinues the contract, GMDC may ask L₂ bidder to carry out the works at the rate finalized with the L₁ bidder for the certain/equally distributed quantities of the works. In case of refusal by the L₂ 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.
- (c) 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.

5. Price Bid:

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

The bidder shall have to carry out the subject works with supply of materials as per the scope of works & supply. The essence of this contract is to carry out above works with specialized manner within time period of 20 days from the date of acceptance of LOI for which successful bidder has to arrange required refractories and all other resources to complete the work within stipulated time frame.

- 5.2.** While submitting the price bid electronically, Bidders are requested to quote their Rates for **“Erection and Installation of Vortex 2A and Repairing of Vortex 2B with supply and application of refractory, all consumables and required scaffolding in both cyclones of Unit 2**

boiler” of Akrimota Thermal Power Station, at VILL.NANICHER, TAL. LAKHPAT, DIST. KUTCH, GUJARAT.

- 5.3. There shall be no escalation on firm rate of contract and shall remain valid for the entire period of the contract.
- 5.4. The Bidders are required to quote the rates strictly as per the terms and Conditions mentioned in the contract. Any conditional tender will not be entertained and may be summarily rejected. Rate quoted shall remain valid for 90 days from the date of opening of the technical bid, which shall be deemed extended unconditionally for further period of 90 days, if GMDC requires it.
- 5.5. Payment to be made as per actual works carried out or material supplied 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 successful bidder, 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 successful bidder under this contract. This shall be subject to submission of documentary proof clearly mentioning the name of work and respective invoice 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 successful bidder as per prevailing rates and rules to the extent directly related to the services rendered OR Goods supplied by the successful bidder under the said contract subject to production of documentary proof and the successful bidder 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 successful bidder; who will be required to confirm its acceptance of the LOI within seven (7) days on receipt, mobilize and commence the work within seven (7) days of acceptance of LOI. 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 successful bidder 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. WORK ORDER AND COMMENCEMENT OF WORK:

On acceptance of the LOI, the successful bidder shall submit the Security Deposit in the manner prescribed in Chapter No-VI of the Tender Document, GMDC will issue Work Order

to the successful bidder; who will be required to confirm its acceptance within seven (7) days from the date of receipt. In case of failure to submit the security deposit, the amount of EMD will be retained against SD and remaining SD amount shall be deducted from the invoice. The SD shall be released after completion of guarantee period. If the successful bidder 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.

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.
- 8.5.** Bidder shall have to quote for all the items of the tender as this is being composite tender for intended purpose.

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 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 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 Project)
 - ii. E-Mail:power@gmdcltd.com, jndave@gmdcltd.co.in
 - b. GNFC:
 - i. Contact Number: 079- 27913200
 - ii. E-Mail: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 ending last day of March, 2021
- A. Three similar completed works, each having amount of Rs. 17,20,000/- or more during last 7 (seven) years ending last day of March, 2021
 - or**
 - B. Two similar completed works, each having amount of Rs. 21,50,000/- or more during last 7 (seven) years ending last day of March, 2021
 - or**
 - C. One similar completed work having amount of Rs. 34,40,000/- or more during last 7 (seven) years ending last day of March, 2021
- Similar works means the Bidders should have experience of erection of heavy equipment at height in boilers in any Thermal Power Plant or any heavy Industry's Power Plant 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.

Note:

- 1. Separate 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.

2 Financial Criteria:

- 2.1 Bidder must have a positive Net Worth for last 3 continuous years as on **31/03/2020**.
- 2.2 Bidder must have a Minimum Average Turn Over of **Rs. 12,90,000/-** for financial year of **2017-18, 2018-19 and 2019-20**.
- 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. However, sub-contracting only for refractory work is allowed with prior approval of GMDC Management.

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. **Rs.1,29,000.00 (Rupees oneLakh Twenty Nine Thousands only)** shall be paid along with the tender, enclosed with Technical Bid documents in sealed cover super scribed "TECHNICAL BID", in the 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 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 corporation 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. 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 about having acquaintance with site as per the format provided in **FORM K** of the Tender Document.

9. Other declarations/Forms: Bidder shall submit Other Declarations/Forms as mentioned in the list of documents to be submitted at clause no. 3 B of Ch.-II of tender document.

Chapter V

SCOPE OF WORK

GMDC proposes to carry out the “Erection and Installation of Vortex 2A and Repairing of Vortex 2B with supply and application of refractory, all consumables and required scaffolding in both cyclones of Unit 2 boiler” of Akrimota Thermal Power Station, at VILL.NANICHHER, TAL. LAKHPAT, DIST. KUTCH, GUJARAT.

The work is intended to be carried out on top most priority at 2 x 125 MW Akrimota Thermal power station, Village: NaniChher, Tal.: Lakhpat, Dist.: Kutch, Gujarat. The Successful bidder has to mobilize its manpower, machine and materials within 7 days acceptance of LOI. Accordingly zero date shall be considered the date of commencement of work or seven (7) days after the acceptance of LOI whichever is earlier.

1. The successful Bidder's scope:

1. The Successful bidder has to carry out erection and installation of vortex 2A and repairing of vertex 2B in Unit No 2 of ATPS.
2. It involves inside bed material cleaning work.
3. preparation of scaffolding in both the cyclones
4. To carry out installation of vortex 2A, Cyclone 2A top roof pocket cutting & refractory breaking & removal is required. Successful bidder has to ensure that minimum roof cutting & minimum refractory should be removed as per instruction of EIC
5. Detached vortex 2A is laying at bottom Cyclone conical area of cyclone. This detached & damaged vortex –assembly shall require to be removed as per instruction of EIC.
6. Top roof ring inspection, repair / replacement.
7. Vortex for 2A is available in 3 pieces which is to be erected in piece at cyclone top location and assembled in situ position and welded with suitable welding rods for SS310 steel plate/material welding
8. For Vortex 2A new assembly shifting from zero meters to cyclone top roof for installation arrangement work as per instruction of EIC
9. New vortex assembly shifting to positioning, support beam welding and vortex centering, installation and welding work as per instruction of EIC.
10. Cyclone top roof plate installation and welding work as per instruction of EIC.
11. Removal of old damaged refractory and application of new refractory.
12. Vortex 2B repairing at position & repair of damaged plate by cutting & welding new plate SS310 as per instruction of EIC
13. Bidder has to supply the required refractory as specified quality and quantity for utilizing the same for application in this job.
14. Necessary quality checks for welding like DP test as per instruction of EIC are to be carried out
15. Both cyclone manhole 2A & 2B box up work
16. All consumables like welding /cutting rods, cutting/grinding wheels, cotton waste etc. are in

bidder's scope.

17. All required tools/tackles along with lifting tools like power winch of capacity 2 to 3 Tonns, chain pulley blocks, hook chuck etc. to carry out this job along with plasma cutting set is in the successful bidder's scope.
18. All necessary tools, tackles and equipments etc. required for the completion of job shall provide by GMDC.
19. All consumables required for the job shall be arranged by the successful bidder.
20. You shall engage skill and sufficient manpower for timely completion of job. The persons should have enough experience of working inside boilers. All safety measures of manpower will be in your scope.
21. The work has to be carried out round the clock as directed by GMDC.
22. Scaffolding erection & removal shall be in successful bidder's scope. Scaffolding material is to be arranged by the successful bidder.
23. Mobilization, demobilization and local conveyance for crew shall be in successful bidder's scope and he has to arrange for all such requirements.
24. All materials including vortex shall be taken from store to site and debris generated shall be removed regularly from site to dump yard as directed by GMDC.
25. Daily progress report shall be submitted.

2. Scope of work for Supply and installation of refractories:

a) Supply of Refractory material:

Under the scope of this contract, the successful bidder is required to Supply refractory material as per specification in stipulated time period as mentioned in this tender document along with test certificate.

Detail specification of refractory material as under:

- | | | |
|-----|---------------------------------------|--------------------|
| i. | Refractory Low cement castable-80: | Qty-25 ton |
| | Max. Service temperature - | 1700°C, |
| | Max. Grain Size | - 6mm, |
| | Water required | - 4.5 to 5.2%, |
| | Al ₂ O ₃ | - 78 to 81%, |
| | Fe ₂ O ₃ | - 1.7 to 2.2%, |
| | CaO | - 2.5 to 2.7%, |
| | Density | - 2.8 to 2.95 g/cc |
| ii. | Refractory Low cement castable-80 GN: | Qty-05 Ton |
| | Max. Service temperature - | 1700°C, |
| | Max. Grain Size | - 6mm, |
| | Water required | - 5-6%, |
| | Al ₂ O ₃ | - 80 min %, |
| | Fe ₂ O ₃ | - 1.5 max %, |
| | CaO | - 1.45 max %, |
| | Density | - 2.8 min g/cc |

- | | | |
|------|--------------------------------------|------------------|
| iii. | Refractory Low cement castable-50: | Qty-10ton |
| | Max. Service temperature- | 1600°C, |
| | Max. Grain Size | - 6mm, |
| | Water required | - 6-7%, |
| | Al ₂ O ₃ | - 50 min %, |
| | Fe ₂ O ₃ | - 1.5 max %, |
| | CaO | - 1.42 %, |
| | Density | - 2.3 min g/cc |
| | | |
| iv. | Refractory Low cement castable-11Li: | Qty-10 Ton |
| | Max. Service temperature- | 1300°C, |
| | Max. Grain Size | - 6mm, |
| | Water required | - 40-50%, |
| | Fe ₂ O ₃ | - 08-1.2 max %, |
| | Density | - 1.23 min g/cc |
| | | |
| v. | Mortar: | Qty-500 Kilogram |
| | Max. Service Temperature- | 1400°C, |
| | Water required | - 22-26% |
| | Al ₂ O ₃ | - 50min %, |
| | Fe ₂ O ₃ | - 2.5 Max % |

- The successful bidder has to supply refractory material strictly of M/s Totale Refractories India Ltd, M/s Calderys India Ltd, M/s TRL KROSAKI Ltd or M/s Vesuvius Ltd make only as per the above specifications otherwise refractory material may be rejected.
- Pre dispatch inspection to be carried out by GMDC. Information to be given to GMDC well in advance.
- GMDC has right to conduct any test of refractory material from Govt. Approved laboratory and results of same shall be bound to the successful bidder. The Successful Bidder may witness the same.

b) Removal and Application of Refractory:

The scope of works includes removal of damaged refractory and application of new refractory in various locations i.e. Cyclone, Furnace, L-valve, Ash cooler, COD, Loop seal etc. after surface preparation & anchor welding work as per instruction of EIC GMDC.

- Make proper approach/ scaffolding for dismantling of damaged refractory.
- Dismantling of damaged refractory as per instruction of Engineer In-charge with proper tools and tackles.
- Surface cleaning and anchor welding work.
- Application of refractory with standard practice.
- Round the clock supervision throughout the entire works
- Inspections of final works together with GMDC EIC, corrections made if any and submit final report.

GMDC shall provide:

- Electrical power, air & water shall be provided at single point by GMDC from the available nearest supply point. The successful bidder has to arrange to make available by applying his resources at required location.

- Accommodation shall be in your scope. However, GMDC may provide accommodation, if available, on chargeable basis.

3. Performance Guarantee:

- The successful bidder has to give performance guarantee for the installation of Vortex 2A, repairing of vertex 2B and all refractory work done for workmanship for a period of 09 months from the date of completion. Any defect arising due to poor workmanship shall made good by your end with your material and labour. No separate mobilization charges shall be entertained.
- The successful Bidder shall be required to furnish the Performance Guarantee @10% of the Total Contract Value and valid for 12 months, within 7 days from the date of completion of the work and before submission of the invoice for payment.
- The Successful Bidder shall have option to convert the Security Deposit amount in to the performance guarantee or to submit the performance guarantee separately.
- The Performance Guarantee shall be released after fulfillment of contractual obligations including warranty/guarantee as stipulated in the tender.

4. SPECIAL TERMS AND CONDITION OF THE CONTRACT WITH REFERENCE TO SCOPE OF WORK:

1. All type of Mobilization, demobilization and local conveyance for crew shall be in successful bidder's scope.
2. All consumables like welding electrodes, Oxygen, Acetylene cylinders, grinding, cutting wheels, cotton waste, extension cable, lightning accessories, wooden ply, nails, etc. are in the scope of the successful bidder
3. Welding machines and grinding machines in all different areas are to be arranged to carry out works.
4. All parallel works shall be done to complete the vortex installation/repairing in stipulated time period.
5. Scaffolding materials for all the above works is in successful bidder's scope.
6. Lightning arrangement shall be accordance with safety norm as. i.e. 24 V fitting, transformer, bulb holder etc. Will be in successful bidder's scope.
7. The Successful Bidder shall keep one or more nominated competent person(s) as a Supervisor in each area of work to supervise quality of work and effective progress of work as scheduled and report submission to EIC of GMDC
8. The successful bidder has to carry out all the works round the clock in the refurbishment to complete the refurbishment in stipulated period.
9. All the tools & tackles required to carry out the subject work is in the successful bidder's scope.
10. All works related to hoists, Cranes, and other lifting tools, etc. for lifting, shifting of the materials are in the successful bidder's scope. The available resources of GMDC shall be deployed however, the successful bidder has to arrange all resources for the same. Any reason for delay of the work for the want of the resources shall not be considered.
11. For the items which are not supplied or the works which are not being carried out by the

successful bidder, as the case may be, shall be completed at the risk and cost of the successful bidder.

12. For the supply items to be procured, the authenticated document of procurement shall be furnished mandatorily. In case of requirement GMDC may cross verify authentication of the supply genuineness.
13. The successful bidder must be acquainted with all Management Information System and has to submit work plan and Bar Chart/PERT Chart immediately on receipt of work order, and adherence shall be strictly monitored.
14. The successful bidder shall attend morning and evening meeting and at any time called by GMDC management and shall apprise day to day work progress carried out subject work.

5. DURATION AND QUANTITY OF WORK:

1. The overall validity of the contract is 20 days from the commencement of work. The Successful bidder has to mobilize its manpower, machine and materials within 7 days acceptance of LOI. Accordingly zero date shall be considered the date of commencement of work or seven (7) days after the acceptance of LOI whichever is earlier. The work has to be completed within 20 days.

6. General Conditions of the contract:

1. In case of any reason including adverse working conditions during execution of the contract that may compel suspension/closure of the contract, GMDC shall be at liberty to conclude/ postpone/ complete/ terminate/ foreclose this contract. No compensation or payment shall be made on account of non-completion of the balance quantity work or for whole contract quantity. Decision of GMDC in this regard shall be final and binding to Bidder.
2. The successful bidder shall be responsible for various ancillary activities.
3. All the activities arising under the scope of the works shall be complied with various statute/laws/Rules/Regulations etc. including Environmental laws and if the successful bidder fails to do; it will be done at the risk and cost of the successful bidder and expenses will be recovered from RA Bills.
4. The successful bidder shall have to follow all safety norms. He shall be responsible for safety of equipments and structures and if any damages occur he shall be responsible for repairing the damages made to the equipments and structures of GMDC and compensate for the cost of damages.
5. GMDC shall not be made liable for any damage and /or compensation for idling of any of the equipment / and manpower for any reason whatsoever.

7. 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 carry out the vortex 2A installation & 2B repairing with supply and application of refractory, all consumables and required scaffolding in both cyclones of Unit 2 boiler as per Scope of work from experienced and reputed Bidders at 2X125 MW AKRIMOTA THERMAL POWER STATION, VILL.NANICHER, TAL. LAKHPAT, DIST. KUTCH, GUJARAT.

1 EARNEST MONEY DEPOSIT (EMD)

A non-interest bearing Earnest Money Deposit of **Rs.1,29,000.00 (Rupees one Lakh Twenty Nine 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 L₁Bidder and on acceptance of LOI by L₁ bidder.
- 1.5 The EMD of the successful bidder shall either be adjusted as a part of security deposit, if desired by the successful bidder 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 successful bidder 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 successful bidder 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 4 days from the date of acceptance of LOI:

10% of the total contract value of two years excluding goods and 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. The Successful bidder shall obtain "No Dues 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 commence and/or complete the work as per the LOI/WO and Tender terms and conditions.
- 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 supply and work as per the contract.
- 2.5 The SD deposited by the successful bidder will be forfeited if it fails to –
- A.** Mobilize its manpower, tools and tackles within 7 days acceptance of LOI.
 - B.** Work carried out is not satisfactory to GMDC.
 - C.** Guarantee on works carried out is not adhered by the bidder.
- 2.6 GMDC reserves the right to recover the charges or the liquidated damages from the Security Deposit in the following circumstances-
- A.** If the Successful Bidder or its employees causes any damage or destroy any property belonging to GMDC.
 - B.** The shortfall amount of all compensations, liquidated damages 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.
 - C.** Any other dues on account of statutory compliance.

3 PAYMENT

- 3.1 The successful bidder shall submit invoice for the work executed or spares, consumables, equipment & Material supplied within 7 days of completion of the period for the works. Payment shall be processed after execution of the works only. Final bill shall be submitted within 45 days of completion of work. In case the same is not submitted within stipulated time limit then GMDC reserves the right to reject the same without arising any reasons.

A. Invoice shall be submitted to the office of the General Manager (Power Project) with following documents:

- i. Details of Work carried out with work measurement sheet and due approval from GMDC EIC Details of spares, consumables, equipment & Material supplied with GMDC ATPS Gate Security certification, GMDC store certification & GMDC EIC inspection certificate.
- ii. Material account statement of materials consumed. (Both in GMDC scope & successful bidder's scope) with supporting documents.
- iii. MOM held with GMDC.

Note: (1) The successful bidder has to made main gate entry on the supplied material and material is to be Credited to main store only.

(2) Only after verification from GMDC, the materials shall be issued to the successful bidder through local Material Issue Ticket.

(3) Bills for works and Spares, consumables, equipment and Material with Price bid & Sr. No to be put up for verification and tracking

B. Compliance of all law relevant with the work carried out by the successful bidder such as Labour, and Factories Act etc.

C. Payment shall be done only as per actual quantity of work carried out/ material supplied by the successful bidder.

4 MODE OF PAYMENT:

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

- a) Income tax as per provision of Income Tax Act, and other Taxes (and surcharges) applicable in force from time to time.
- b) Cost of any other services provided / material supplied plus 15% administrative charge, if any, by the GMDC.
- c) Liquidated damages leviable as per clause No.5 of Chapter-VI
- d) Other deductions, if any.
- e) An ad-hoc payment @ 80% of the payable amount arrived after considering above deduction, will be paid by office of the G.M. [Project], within 30 days of submission of the bill along with its details.

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 only within two weeks of the receipt of the approved bill from Corporate Office.

5. LIQUIDATED DAMAGES (L.D.):

5.1 If the successful bidder fails to start the actual work within 48 hours from the date of intimation as required under clause no.8 of Chapter-II of tender document for respective Unit, a liquidated damages @ Rs. 65,000/-per day shall be leviable. If the successful bidder fails to start work even after 02 days, the GMDC will be free to forfeit the EMD and take action stipulated under Clause No.1 & 2 of Chapter-VI of tender document and work shall be allotted to L₂ bidder at the rate finalized for L₁ bidder. If the successful bidder fails to complete within the stipulated period Rs 1,00,000/- per day subject to maximum 10% of the contract value shall be levied for the delay portion.

5.2 Incompletion of any work or part of the work found of the contract affecting to the operation and safety of equipments and man power shall be considered non-completion of the work and may lead to liquidated damage.

5.3 Under any circumstances GMDC shall not be liable to pay any compensation to the successful bidder.

6. PERFORMANCE GUARANTEE:

The Successful Bidder has to give performance guarantee for

1. 09 months from the date of completion of work or date of commissioning of the Unit whichever is later.
2. The SD shall be converted in the performance guarantee for the above specified period in 6.(1).

7. STATUTORY OBLIGATIONS

- 1) That the "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.
- 2) That the 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.
- 3) That the 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 Bidder shall also furnish a copy of such statements as documentary proof to the GMDC.
- 4) That if the Bidder is not covered under the Employees State Insurance Act, 1952 then it shall be the duty of the Bidder to take appropriate insurance cover under the Workmen

- Compensation Act and take Group Personal Accident Policy for all the employees deputed at the premises of the "First Part".
- 5) The Bidder has to issue to the employee's Identity card with their photos and shall also maintain relevant register.
 - 6) That the Bidder shall give leave/holiday to its workforce as per the provisions of labour laws applicable.
 - 7) That the Bidder would obey with all applicable laws and maintain all such necessary records as necessitated under such enactments.
 - 8) Every person deployed by the successful bidder in a plant must wear safety gadgets to be provided by the successful bidder.
 - 9) The successful bidder will be required to obtain License from the office of the Labour Commissioner for the required strength of labour, before commencement of work at site and the same shall be maintained updated and valid throughout the currency of the contract.
 - 10) If any amount becomes payable by GMDC as a result of any claim or application in terms of the provisions or non-compliance of provision of the any Acts and the Rules and Regulations, By-laws or the Orders made there under, applicable from time to time, such amounts shall be recoverable from the successful bidder for which GMDC will not be responsible for any compensation.
 - 11) The successful bidder shall also indemnify the GMDC against any claims, compensations, damages, loss, liquidated damages etc. for breach and / or non-fulfillment of the prevailing Rules and Regulations and other statutory provisions in force from time to time and applicable to the work during the currency of contract.
 - 12) The successful bidder shall comply other statutory provisions of Law

8. LAWS, REGULATIONS AND PERMITS AND RULES MADE THERE UNDER

- 8.1 The successful bidder shall comply with all applicable laws, ordinances, approved standards, rules and regulations, and shall procure all necessary municipal and governmental Permits, licenses and inspection and shall pay all fees and charges in connection with the items covered by the contract. The successful bidder shall serve GMDC harmless as a result of any in factions thereof. The successful bidder will be solely liable for all non-compliances.
- 8.2 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.
 - 8.2.1 The Indian Factories Act of 1948 (63 to 1948) and Amendments and Rules (Amended up to date)
 - 8.2.2 The Electricity Act, 2003 and rules made there under
 - 8.2.3 The Indian Boiler Regulation Act, 1950 and rules made there under
 - 8.2.4 The Minimum Wages Act, 1948
 - 8.2.5 The Employees Compensation Act 1923 and Amendment Act 2010
 - 8.2.6 The Payment of Wages Act 1936 and Amendment Act 2012
 - 8.2.7 Payment of Bonus Act 1965 and Amended up to date
 - 8.2.8 Contract Labour Regulations& Abolition Act 1970

8.2.9 Interstate Migrant Workmen (Regulations) Act 1979

a. NOTICE

Written notice shall be deemed to have been duly served if delivered to the individual or to the successful bidder or to the Signing Authority of the GMDC from whom it is intended, or if delivered at or sent by mail or post, to the last business address known to him who gives the notice.

9. BANKRUPTCY ETC.

If the successful bidder commits an act of Bankruptcy or goes into liquidation except for construction purposes, or if its business is carried on by a receiver, such receiver, liquidator or any person in whom the contract may become vested shall forthwith give notice thereof in writing to GMDC and in reasonable time during which he shall take all reasonable steps to prevent stoppage of performance of the contract, have the option of carrying out the contract subject to his or their providing such guarantees as may be required by GMDC but not exceeding the value of the work for the time being remaining unexecuted.

The event of stoppage of performance under the contract, the period of option under this clause shall be decided by GMDC considering the situation, provided that the above option is not exercised, GMDC may terminate the contract by serving notice in writing to the successful bidder. The power and provision so reserved to GMDC on taking of the work out of the successful bidder's hands shall apply as far as they may be when the contract is so terminated.

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 successful bidder, GMDC shall be at liberty to terminate this contract without assigning any reasons, whatsoever, for such termination and any losses and/or damages occurring due to such termination shall be borne by the successful bidder. GMDC shall be entitled to forfeit Security deposits as Liquidated damages.

12. DISPUTE RESOLUTION AND ARBITRATION

All questions, disputes, differences whatsoever which may at any time arises between the parties to this contract in connection with the 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.

13. GOVERNING LAW AND JURISDICTION

GOVERNING LAW:

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

JURISDICTION:

The matter related to any dispute or difference arising out of this Tender and subsequent contract shall be subject to the exclusive jurisdiction of Court at Ahmedabad only.

14. PROVISIONS RELATED TO INSURANCE:

- a. Insurance –The successful bidder shall take full responsibility to take all precautions to prevent loss or damage to the works or part thereof for any reasons whatsoever (except for reasons which are beyond control of the successful bidder or act of God, e.g. flood, riots, war, earthquake, etc.) and shall at his own cost, repair and make good the loss/damage to the work so that on completion, the work shall be in good order and condition and in conformity with the requirements of the Contract and instructions of the Project Authority, if any.
- b. The successful bidder shall, at all times during the pendency of the Contract, indemnify the GMDC against all claims, damages or compensation under the provisions of the Employee's Compensation Act and shall take insurance policy covering all risk, claims, damages or compensation payable under the Employee's Compensation Act or under any other law relating thereto.
- c. The successful bidder shall ensure that the insurance policy/policies are kept alive till full expiry of the Contract by timely payment of premiums and shall not be cancelled without the approval of the GMDC. The cost of premiums shall be borne by the successful bidder and it shall be deemed to have been included in the tendered rate.
- d. In the event of the successful bidder's failure to effect or to keep in force the insurance referred to above or any other insurance which the successful bidder is required to effect under the terms of the Contract, the GMDC may effect and keep in force any such insurance and pay such premium/premiums as may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due by the successful bidder.

15. 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 successful bidder and all payments which the successful bidder may have to make in relation to the work, to the laborers 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.

16. NON FULFILMENT OF TERMS AND CONDITION OF THE CONTRACT:

- 16.1 If the successful bidder fails to carry out the work as per terms and conditions of the contract to the satisfaction of the GMDC, GMDC shall be entitled to forfeit the security deposit paid by the successful bidder. This however, shall not absolve the successful bidder from his obligation to fulfill the contract. In such event, the GMDC shall have a right to complete and / or to get the work completed at the cost & risk of the successful bidder and the successful bidder shall be responsible to pay such cost incurred by the GMDC to complete the work and / or to get the work completed.
- 16.2 Likewise, if the successful bidder does not fulfill the terms and conditions of the contract and does not carry out the work up to the entire satisfaction of GMDC, GMDC has the right to forthwith terminate the contract at its sole discretion, without assigning any reason, under such events, the GMDC shall be entitled to forfeit the security deposit paid by the successful bidder and the GMDC shall have a right to complete the work and / or to get the work completed at the risk and cost of the successful bidder.
- 16.3 For any reasons, if it is required, the GMDC reserves right to cancel, terminate, foreclose, amend and / or alter the contract and / or bifurcate and / or reduce the contract work at any time without giving any notice or reason to the successful bidder and without incurring any responsibility. For such cases, the successful bidder shall have to take away his labour, tools, tackles, machinery, equipment etc. and shall leave the site at once or shall have to carry out the instructions of the GMDC.

17. ACCIDENT ETC. AND RESPONSIBILITIES OF BIDDER:

- 17.1 The entire responsibility on account of any accidents, damage or personal injury which may occurred to any of the successful bidder's vehicles/ equipments or his/its employees or any outside party shall be exclusively that of the successful bidder and no claim whatsoever shall be entertain by the GMDC on this account. The successful bidder shall keep the GMDC indemnified from all the consequence.
- 17.2 In the event of any breakdown or accident during the course of any operation, the successful bidder shall notify the facts to the Project Authority or any other officer immediately present there of such incidence and shall simultaneously make adequate remedial arrangements on his/its own cost and risk and as per the instruction of the Project Authority.
- 17.3 The successful bidder shall pay all claims, damages and compensation with cost arising out of or resulting there from to the third party(s) and in case the GMDC would be required to face any proceedings all to pay any amount on the aforesaid account, it shall be deemed to have been discharged on behalf of the successful bidder, the same amount shall be recovered from the successful bidder bill or dues pending towards GMDC.

18. GENERAL CONDITONS

- 18.1 All the persons of the successful bidder engaged inside the power project area must wear Helmet and Shoes and other PPEs. As and when required other personal protective wears shall also be provided to them by successful bidder.
- 18.2 Police verification of bidder's manpower, plant gate pass shall be arranged by the bidder.
- 18.3 Daily progress report shall be submitted.

- 18.4 The Successful Bidder shall abide by and ensure compliance of all labor laws, insurance, workman compensation act & all applicable statutory rules and regulations for subject work.
- 18.5 You must fulfill all the safety regulations and take all necessary safety measures to avoid any hazard and shall be strictly followed by persons deployed by you for the job. To ensure safety regulations, instruction and directives given by GMDC safety officer shall be final and binding to Bidder.
- 18.6 You shall be solely responsible for any accident to your workers and should adhere to all rules and regulations as per labor laws of Government and other statutory authority. You shall ensure that all persons employed by you use personal protective equipments.
- 18.7 You shall keep GMDC indemnified from all liabilities arising out of his action in pursuance of this contract.
- 18.8 All persons deployed by you shall maintain due discipline and GMDC reserves the right to take disciplinary action if required.
- 18.9 The successful bidder shall take adequate statutorily prescribed insurance cover for all men and machinery engaged by him/it for performance of the work at site. Any insurance claim brought against the GMDC by an individual or by customers or by any such other persons who suffered damage due to negligence of the successful bidder or his employees, the same shall be settled by the successful bidder at his cost.
- 18.10 The successful bidder 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. The successful bidder shall appoint qualified Manpower.
- 18.11 The successful bidder shall not change the constitution of the firm/name during the currency of the contract without prior approval of GMDC. Upon such change in constitution and/or name, Supplementary agreement to that effect shall be executed and if the SD is submitted in form of BG/FD than fresh BG in the name and/or constitution shall be submitted failing which necessary action as deemed fit by GMDC shall be taken.
- 18.12 All the staff members of the successful bidder shall carry Photo Identity Card while on duty.
- 18.13 The successful bidder 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.
- 18.14 All the equipment to be deployed by the successful bidder 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.
- 18.15 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 successful bidder for implementation, for which GMDC will not be responsible for any compensation.
- 18.16 The successful bidder 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 successful bidder sole risk and cost, for which GMDC will not be responsible for any compensation.
- 18.17 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.

- 18.18 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.

19. SUB-CONTRACT:

The successful bidder shall be allowed to assign any part of the work / sub-contract any portion of this work. However, bidder has to declare in the bid itself with the name & part of work proposed for sub-contracting purpose. No bidder shall be allowed for any sub-contracting if it is not being declared in the bid and without prior written consent of GMDC.

20. COMPLETION OF WORK:

- 20.1 Upon the successful bidder fulfilling the entirety of its obligations under the Contract to the satisfaction of GMDC and subject to terms and conditions of the Contract, it shall become eligible to apply for a Completion Certificate. The General 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 successful bidder, after obtaining the Completion Certificate shall become eligible to present the final bill for the Works executed by it under the Contract.
- 20.2 Upon completion of Works under the Contract and before the application for the Completion Certificate, the successful bidder shall clear the project of GMDC of all rubbish, dirt, structures, scrap, oily rags etc. Failure to clear the project may constrain GMDC to clear the said site at the risk and cost of the successful bidder.
- 20.3 The successful bidder shall provide GMDC with any and all documents/records/proofs that may be demanded before issuance of Completion Certificate.

21. FORE CLOSURE:

If at any time after acceptance of the tender, the GMDC shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Officer, GMDC shall give notice in writing to that effect to the successful bidder and the contractor shall act accordingly in the matter. The successful bidder shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works. The successful bidder shall be paid at contract rates full amount only restricted to works executed at site as certified by the Officer, GMDC.

22. FORCE MAJEURE

- 22.1 Force majeure is herein defined as any cause which is beyond the control of the successful bidder or the Corporation 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:

- i. Natural phenomena such as flood, draughts Cyclone, earthquake and epidemics, declaration of war.
 - ii) 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.
- 22.2 The successful bidder will advise, in the event of his having resort to this clause by a registered letter duly certified by the statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition. In the event of delay lasting over two months, if arising out of Force Majeure, the contract may be terminated at the discretion of the GMDC.
- 22.3 For delay arising out of Force Majeure, the successful bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of force Majeure and neither company nor the successful bidder shall be liable to pay extra costs (like increase in rates, remobilization, advance, idle charges for labour and machinery etc.) provided it is mutually established that the Force Majeure conditions did actually exist.
- 22.4 If any of the Force Majeure conditions exists in the place of operation of the successful bidder even at the time of submission of bid, he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.
- 22.5 The successful bidder of the GMDC shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/ or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time given though such cause any occur after the successful bidder's performance of his obligations has been delayed for other causes.

23. 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 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.

24. 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

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

PRICE BID

1	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:	
Telephone No.	
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		Quantity awarded	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:

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

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

FORM – C-3

DETAILS OF BIDDER

Particulars	
Whether enlisted in other department, 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 your entity or any partner/proprietor of your entity were associated in any capacity.	

FORM F
(On letter head of the Bidder- to be produced 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 _____.
- The Work of _____.
- The Work of _____.

NO DEMAND CERTIFICATE

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 Firm

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 have not been black listed by GMDC or the Central Govt. or the State Govt. or their 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 100/-)**

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

1. I/We are submitting Tender for the work " Lime system Annual Over Hauling of 2 X125 MW Units with supply of materials" against Tender No: GMDC /ATPS-AOH-28/2020-21
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 31/3/2020.
2. Turn Over = Rs. _____ for the Year 2017-18.
 Rs. _____ for the Year 2018-19.
 Rs. _____ for the Year 2019-20.

 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 (_____)
Gujarat Mineral Development Corporation Ltd.
KhanijBhavan
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 & Stamp of the Bidder)

FORM K

DECLARATION ABOUT THE SITE VISIT

(On letter head of the Bidder)

Name of Works:

- The Work of _____.
- 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)**Price list for works and supply of materials.****MHP Works**

Sr. No.	Description of Work	Unit	Quantity	Unit Rate (In Rs.)	Total Amount in Rs.
1.	Erection and installation of vortex 2A as per scope of work and tender terms and conditions	No	1		
2.	Repair of vortex 2B at position with patch work as per scope of work and tender terms and conditions	No	1		
3.	Supply of Refractories				
(a)	LCC # 80	MT	34.52		
(b)	Insulite # 11Li	MT	18.80		
(c)	Removal of old refractory and application of new refractory	MT	53.32		
4.	Scaffolding work with scaffolding materials, manpower for both the vortex 2A & 2B	Lump Sum for both cyclones of Unit 2	1		
5.	Manpower mobilization & Demobilization charges.	Nos.	1		
6.	Total in Rs (Excluding GST)				

1. The rates are excluding GST.
2. It is mandatory to quote rate for all the items mentioned in the price bid. Bidders who haven't quoted rate for any of the item shall be rejected.
3. Payment shall be done for actual work done only.
4. The bidder has to supply refractory material strictly of M/s Totale Refractories India Ltd., M/s Calderys India Ltd, M/s TRL KROSAKI Ltd or M/s Vesuvius Ltd make only.
5. The material which is to be supplied by the successful bidder shall be credited to main store.

FORMAT OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)

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

..... (Name of the Bank)
Address.....
Guarantee No.....
A/C Messrs..... (Name of Bidder)
Date of Expiry.....
Limit to liability (currency & amount).....
Invitation For Tender No..... dated..... (bidding document)
For..... (Name of Facilities)

Subject: Earnest Money Deposit Bank Guarantee.

Date.....20

To,
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 Nagrik 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. Chhakchhuak)
Additional Secretary (B)