



**GUJARAT MINERAL DEVELOPMENT CORPORATION
LIMITED**

(A Government of Gujarat Enterprise)

CIN: L14100GJ1963SGC001206

e-Tender

**For Selection of a Contractor for Complete Operation
and Maintenance of 2 X 125 MW Lignite Based
Akrimota Thermal Power Station (ATPS) at
Nani Chher, Dist. Kutch, Gujarat
for a period of 10 years**

General Manager (Power)

Gujarat Mineral Development Corporation Limited

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DISCLAIMER

Gujarat Mineral Development Corporation Limited (GMDC) has prepared this document to invite bidders to submit a bid for complete Operation and Maintenance of 2x125 MW Lignite based Akrimota Thermal Power Station in the State of Gujarat, India.

This tender is neither an agreement nor an offer by the GMDC to the prospective bidders or any other person. The purpose of this tender is to provide the information to the interested parties that may be useful to them in the formulation of their bid pursuant to this tender.

While GMDC has taken due care in the preparation of information contained herein, neither GMDC, its staff or its advisors providing assistance to GMDC gives any warranty or makes any representations, express or implied, as to the completeness for purpose or accuracy of the information contained in this document or any information which may be provided in connection therewith.

The information contained herein is not intended to be exhaustive. Interested parties are required to make their own enquiries and respondents must, confirm in writing that they have done so and that they do not rely only on the information provided in the tender document in submitting their response. The information is provided on the basis that it is non-binding on GMDC, its staff and its advisors providing assistance to GMDC. GMDC reserves the right not to proceed with the initiative as well as the right not to discuss the initiative further with any respondent.

Information provided in this tender is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The GMDC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

GMDC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any bidder upon the statements contained in this tender.

No reimbursement of costs or expenses of any type whatsoever will be paid to respondents or any other persons, or entities expressing interest in the initiative for purpose of submitting a tender response and to this end, no respondent shall have a claim against GMDC, its staff or its advisors providing assistance to GMDC, arising out of any matter relating to this tender document of any nature whatsoever whether or not any circumstances arising as a result of, such claim is based on any act or omission by GMDC, its staff or its advisors providing assistance to GMDC whatsoever and/or the content of this tender.

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1.0 TENDER NOTICE

TENDER NO. GMDC/ATPS/O&M/01/2018-19

Summary of the Tender:

Place of work	2x125MW Lignite based CFBC Power Plant at village Nani Chher, Taluka Lakhapat, Dist. Kutch, Gujarat State.
Scope of work and Division of responsibility	As described in Tender document
Term of contract	Operation & Maintenance (O&M) contract shall be for 10 years' time period. 10 years' time period will be considered from the Effective Date. The O&M contract may be extended beyond a period of 10 years based on the mutually agreed conditions.
EMD / Bid Security	Rs. 2,50,00,000/- (Rupees Two Crores Fifty Lakh only) in Form of <ul style="list-style-type: none"> • DD in favor 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 180 days from the date of opening of 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 GMDC. (Listed at Annexure-I) It should be valid for a period of not less than 180 days from the date of opening of the bids and shall be extended from time to time in case of requirement.
Tender Processing Fee	Rs. 50,000 (Fifty Thousand only) plus GST @18% = Rs.59,000/-payable by Demand Draft favoring "GMDC Ltd." payable at Ahmedabad.
Availability of Tender document	On web site www.gmdcltd.com ; https://gmdc.nprocure.com
Downloading of tender document from websites	01/03/2019 onwards

Last date of submission of written request for clarification if any, on Bid Document	11/03/2019
Pre Bid Meeting	On dt.15/03/2019 at 15:00 Hrs. All the prospective and eligible bidders are requested to attend the Pre-Bid Meeting at Corporate Office, GMDC, Ahmedabad(Gujarat). Maximum two members per bidder may be allowed for the Pre-Bid meeting.
Submission of Tender fee, EMD and Supporting documents for Technical bid	25/03/2019 up to 15:00 Hrs. at Corporate office, Ahmedabad.
Last date of on line submission of Price Bid	25/03/2019 up to 15:00 Hrs. on https://gmdc.nprocure.com only.
Date and time for online opening and viewing of Technical bid	25/03/2019 at 16:00 Hrs.

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GMDC reserves absolute right/discretion to accept and/or reject any or all the tenders received or invite fresh bid at any stage as the case may be.

The Bidders are required to quote the rate strictly as per the terms and conditions mentioned in the Tender document. The conditional tender shall not be entertained and will be liable for outright rejection.

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.

GMDC reserves the rights to modify or alter any Condition of the Tender. The Bidders shall submit their price bid on line on <https://www.gmdc.nprocure.com> only. Failure to submit bid on online in stipulated time due to any reason whatsoever by any Bidder shall result in disqualification of bid. In such circumstances, bid submitted physically for supporting documents, tender fees, EMD amount etc. shall not be considered as bid submitted and returned back to Bidder without opening the same. GMDC reserves the right to take suitable decision as deemed fit.

2.0 INVITATION FOR BIDS (IFB)

2.1 Introduction

2.1.1 Gujarat Mineral Development Corporation Limited (hereinafter called 'GMDC' or 'Employer') is a Government of Gujarat Enterprise. GMDC has set up a 2x125MW Lignite based CFBC Power Plant at village NaniChher, Taluka Lakhapat, Dist. Kutch, Gujarat State.

2.1.2 GMDC, the Employer, invites bids from prospective Bidders for 10 years complete Operation and Maintenance (O&M) of their 2x125MW lignite based Akrimota Thermal Power Station (ATPS). Brief details of plant are as follows:

Power Plant Configuration :2x125MW

Type of Boilers : CFBC

Fuel : Lignite

Sorbent : Lime stone

Source of Water : From Kori Creek through Sea Water Intake Channel

Commissioning Year: 2006 - 2007

Proposals are invited from bidders for the complete O&M of ATPS.

2.1.3 The selected O&M Operator/Contractor will work in collaboration with GMDC to achieve good performance of Akrimota Thermal Power Station (ATPS).

2.1.4 Bidder should have technical experience and financial capability fulfilling the requirements of this Tender.

2.2 Scope of Work

2.2.1 Unless otherwise expressly provided in the bidding document, the Contractor's obligations cover the complete O&M services including supply of spares, consumables and the performance of all services required for the O&M services rendered as per the terms and condition of the bidding document so as to meet the targets. Such services include, but are not limited to, the provision of supervision and O&M services; the supply of staff and labour in addition to staff to be provided by GMDC, procurement of relevant software to analyze the plant efficiency and availability, material, equipment, spare parts and consumables; Contractor's Equipment; temporary material, structures and facilities; transportation (including, without limitation, unloading and hauling to, from and at the Site), insurance and storage as required for complete O&M services at

the facility.

- 2.2.2 The Contractor shall, unless specifically excluded, perform all such work and/or procure all such items and materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for fulfillment of O & M Services at desired level.
- 2.2.3 At the time of handover, the spares available in stores will be handed over to contractor. All further requirements regarding sourcing of spares shall be in the scope of the contractor as required for smooth O&M of the Power Plant and maintaining the availability of the plant to the desired level. It is in the scope of the contractor to check the store assets before submission of bid. However, quantity of store assets may increase / decrease due to procurement / utilization.
- 2.2.4 The Contractor shall ensure minimum inventory level of operating spares recommended by respective OEMs at plant stores at all times.
- 2.2.5 All the spares required for O&M shall be strictly in conformity with the OEM specifications and applicable standards of the required spares. The said spares shall be identical to the main equipment/components and fully interchangeable.
- 2.2.6 O&M Operator / Contractor may engage sub-contractor for maintenance, overhauling or other services with prior intimation to GMDC. The O&M Operator / Contractor shall ensure contract completion to best time, price, value for money and standard. For all purposes, the O&M Operator / Contractor shall remain responsible for all activities undertaken by their sub-contractor/s.
- 2.2.7 The indicative detailed scope of work for the O&M Operator/Contractor is listed as below. The O&M Operator/Contractor shall:
- 1) operate and maintain the plant in accordance with the OEM guidelines & recommendations, complying with the statutory & regulatory requirements and applicable codes and standards
 - 2) prepare / update O&M instructions and maintenance schedules to a standard which will give the essential guidance to ensure that the plant is operated and maintained in such a way that will give effect to the OEM / manufacturers / Original Parts Supplier (OPS) instructions and helps the plant in optimizing its technical and commercial performance.
 - 3) ensure regular and pertinent training to the technical staff of the plant on technical and safety aspects.

- 4) Conduct monthly performance assessment / tests for major equipment including but not limited to the Boiler, Turbine, Air-pre-heater, Feed Water Heaters, Condenser, Cooling Tower etc. with a prior intimation to GMDC and submit report to GMDC within 10 days' of conductance of the test. The methodology (in line with applicable ASME PTC code / OEM performance test procedure / energy audit guidelines) to carry out the performance test shall be prepared for GMDC's approval. GMDC at its sole discretion would witness the conductance of performance assessment / test as per the agreed methodology.
- 5) follow standard practice in consultation with GMDC for heat rate measurement and lignite analysis method and shall maintain system required for same. Contractor shall provide methods for implementation of system and only approved methods from GMDC shall be implemented.
- 6) carry out any remedial action which the O&M Operator / Contractor considers necessary to maintain or improve performance or to correct any deficiencies revealed during plant operation or arising from inspection or analysis of test results. O&M operator shall have to execute work with no deemed plant availability considerations.
- 7) carry out all planning and organization of operation and maintenance activities.
- 8) maintain operational logs, O&M records, register of plant items and preserve all records relevant to plant for at least 10 years and made available to GMDC as and when required.
- 9) Implement safety systems with a view to comply with Applicable Law and maintain high safety standard for performance.
- 10) assist GMDC to report environmental performance to the authorities as required by the License or any Relevant Consents on behalf of GMDC.
- 11) Implement and carryout proper housekeeping and environmental care procedures.
- 12) control the inventories with a view to ensure that plant performance is not jeopardized on account of non-availability of inventories and redundancy of the systems maintained to the fullest
- 13) keep staff aware of and trained in fire, first-aid and emergency procedures, maintain adequate site based first aid and fire-fighting facilities and ensure its availability for any off site emergency services.
- 14) promote good relations with the local community and with relevant local authorities.

- 15) provide accurate data, reports, information as regards to the plant O&M as required by GMDC from time to time.
- 16) maintain and ensure transparency in sharing any data / plant parameter / incident reporting etc. related to power plant to GMDC and provide full support to GMDC for audits/ verification of same.
- 17) be responsible for organizing and managing maintenance, repair, testing services, scheduled inspections, overhauls and major breakdown repairs including the statutory overhauls etc.
- 18) provide all services required to carry out STG overhauling work including but not limited to preparing of technical specification, tendering, procurement, supervision, engaging of technical / OEM experts etc. The spares and services by OEM / OEM approved service provider for first STG overhauling, which is due for both units, shall be procured and provided by GMDC. Subsequent STG overhauling shall be entirely in the scope of O&M contractor including the total cost of the STG overhaul. O&M contractor shall carry out subsequent STG overhauling by using OEM spare exclusively and overhauling service with OEM or OEM approved service provider.
- 19) shall supervise/assist GMDC to carry out identified indicative capital expenditure work as mentioned in **Annexure- 2** approximately within 18 months from the effective date. O&M contractor shall provide all services required to carry out these identified capital expenditure work including but not limited to preparing technical specification, tendering, procurement, supervision, inspection, PG testing, commissioning, engaging of technical / OEM experts, liaisoning & taking approval from statutory authority etc. O&M contractor shall ensure that the capital expenditure remained within the GMDC's budgeted expenditure and work carried out shall result into improvement of plant performance (Availability, Heat rate, APC, SFOC, etc.), meeting the environment norms etc. Modalities of Work Order / Purchase Order issuance will be to serve the best interest of the plant and GMDC and if required, GMDC will issue the Purchase Order / Work Order to any third parties and make the direct payment to them. If major work is undertaken by GMDC during 18 months, the contractor is liable to achieve the targets as per tender. In case of dispute the matter will be referred to the committee constituted by M.D. GMDC and the decision of the committee will be binding to the contractor.
- 20) update the "as built" drawings considered as significant for the operation and maintenance of the Power Project.

- 21) carry out the Dispatch Instructions set out in the PPA.
- 22) assist GMDC in making Availability Declarations and submitting invoices under the PPA.
- 23) conduct or attend and witness the reading and testing of the Meters required or permitted to be carried out or conducted pursuant to the PPA and execute required subsequent procedures, on behalf of GMDC
- 24) attend promptly the meetings with GMDC and / or its representative as and when required.
- 25) comply with all statutory requirements and assist GMDC in reporting the same to statutory authorities.
- 26) carry out the condition monitoring of the equipment on regular basis and devise the maintenance schedule based on the results of the condition assessment. The condition monitoring includes but not limited to vibration monitoring of rotating equipment, thermography of electrical equipment in switchyard, breaker room, thermography to detect passing of high energy drains, oil analysis of turbine, transformers, BFP, fans etc. at regular intervals, dissolved gas analysis of transformers, thickness survey of static equipment etc. O&M contractor shall be responsible for carrying out any other condition monitoring requirement, if need arises.
- 27) provide daily, weekly and monthly reports about plant O&M to GMDC in the agreed format.
- 28) prepare annual overhaul plan and submit to GMDC at least before six months of proposed date of annual overhaul for review and approval.
- 29) implement the latest Computerized Operation & Maintenance Management System and provide the full access to GMDC.
- 30) carry out the lignite stock survey on quarterly basis through third party agency appointed by GMDC. O&M contractor shall witness the survey. The third party agency shall provide the report to GMDC. For any variation in the book stock and physical stock beyond the handling losses recommended by CERC / GERC amended from time to time, O&M operator shall be responsible and difference shall be to the account of the O&M operator.
- 31) depute qualified and experienced O&M personnel at key positions (plant head (Graduate engineer having minimum 15 years of plant O&M experience) and head of departments (Graduate engineer having minimum 10 years of plant O&M experience)) acceptable to GMDC. GMDC shall review the CV of the key personnel and confirm. Any replacement of key personnel during the O&M

contract tenure shall be with the permission of GMDC and subject to the competent replacement. O&M contractor shall ensure the compliance of the statutory posts. Any key personnel leaving the plant shall be with prior information and approval of GMDC.

- 32) provide the information, support, access to the representatives of GMDC / GMDC appointed consultants.
- 33) arrange for local ash loading in case of emergencies in which ash carrying to mines is stopped or delayed.
- 34) take over all inventories/material/consumables available in store / sub-store of ATPS. All Material which has been handed over by GMDC to O&M contractor shall be maintained/ stored as per good practices and to be consumed first and defective items / parts shall be deposited in store. All material to be procured shall be processed after verification of availability of material in store, if material is not available then O&M agency shall proceed for procurement with a declaration of unavailability of material to GMDC.
- 35) make all systems of plant available and operational, even if any system is not in operation at the time of taking over of O&M contract.
- 36) operate & maintain the lifts and depute the round the clock lift attendants for the boiler lift
- 37) repair and restore Insulation of boiler and turbine area with approved quality/grade of insulation material.
- 38) carry out plant Civil works as listed under **Annexure 3**
- 39) ensure the availability of all systems including the redundancy at all times. There should be no delay in making system available on part of Opex/Capex.
- 40) Follow the instruction from SLDC for change in mechanism / coal minimum etc. Generation loss on part of Coal minimum/ grid failure shall be counted as deemed availability.
- 41) bring any heavy earth moving equipment required to facilitate O&M work.
- 42) shall not indulge into practice of removal of spare from one system and installation of the same to another system. In case of emergency needs, prior approval from GMDC official shall be obtained. Proper record of such interchange shall be maintained. Interchanged items / parts / equipment shall be restored on priority.
- 43) not carry out any modification in plant system without approval of GMDC. Whatever modification carried out after due approval of GMDC shall be at sole risk & cost of O&M operator, however, at the end of the contract if GMDC desires

to restore the system then O&M contractor is bound to restore the system as per satisfaction of GMDC. GMDC reserves the right to recover from Operator, the amount to be incurred for restoration of the system, in case of O&M operator fails to do so.

- 44) Follow standard procedure of sampling & analysis method of lignite
 - 45) follow instructions & order from district or government authority, such as stoppage of plant in cyclone, heavy rain fall etc. and relieving of employee to meet with government task. O&M contractor shall fully cooperate to meet with government requirement on getting information from GMDC. There shall not be any delay on this part.
 - 46) not restrict GMDC for asking or getting detail or verifying detail from O&M contractor's / sub-contractors' employee/s.
 - 47) Facilitate GMDC in implementation of various policies and processes from time to time.
 - 48) Not operate the units with bypassing of any protection of boiler, turbine or any other equipment. In case O&M contractor feels the bypass is inevitable, a bypass register shall be maintained to record each bypass, authorized by the O&M head. Any protection bypass shall be immediately informed to the GMDC with proper justification. O&M contractor is fully responsible for any kind of loss or damage occurred due to protection bypass. In case of damage to the asset, O&M contractor is liable to restore the same.
 - 49) not make change in tripping value. If change in tripping value is inevitable, O&M contractor shall have to take prior approval from GMDC with justification.
 - 50) adopt Zero accidents environment and 100% reporting of all the near miss incidents and corrective measures for all to ensure no accident due to the unsafe conditions and unsafe acts.
 - 51) show the increased availability of all the equipment and the total system so as to ensure better efficiency and higher levels of productivity.
 - 52) ensure that all the measurement devices of HFO / LDO / Lignite kept in functional and healthy condition. GMDC reserve the right to engage the third party to rectify / repair the non-functional devices at the risk and cost of the O&M Contractor.
- 2.2.8 The above is not an exhaustive list of scope of work. The appointed O&M Operator/Contractor needs to carry out all activities related with complete O&M of ATPS.
- 2.2.9 The plant shall be operated and maintained in accordance with OEM Manuals, the technical requirements and all other applicable regulations from time to time.

2.2.10 The Boiler shall be operated in accordance with the water quality meeting the OEM specifications.

2.3 Term of Contract

O&M contract shall be for 10 years' time period. 10 years' time period will be considered from the Effective Date.

The O&M contract may be extended after completion of contract period of 10 years on the mutually agreed conditions.

2.4 Site Visit

The Bidder's competent personnel, at the Bidder's own responsibility and risk shall visit and examine the current plant condition and its surroundings and obtain all information. 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 ATPS is under the charge of I/C General Manager (ATPS) and his contact numbers in his Office is (02839)–251001 to 251005, email: atps@gmdcltd.com; dsamakwana@gmdcltd.co.in

Any negligence 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 scheduled rates and time in strict accordance with the contract documents.

The costs of visiting the Site shall be at the Bidder's own expense.

On completion of site visit, bidder shall obtain the certificate from GMDC as regards to the site visit conductance. The bidder shall give declaration of site visit as per the format provided in tender document.

For site visit, the bidder shall inform GMDC at least 5 days in advance.

2.5 Address for Communication:

Mr. Janardan N. Dave

General Manager (Power)

Gujarat Mineral Development Corporation Limited

"KhanijBhavan", 132 Ft. Ring Road, Near University Ground,

Vastrapur, Ahmedabad - 380 052, India

Phone: +91-79-2791 2962 / 3501 E-Mail: power@gmdcltd.com

3.0 INSTRUCTIONS TO BIDDERS (ITB)**A. General****3.1 Scope of Bid**

3.1.1 As specified in IFB

3.2 Bid Submission:

3.2.1 Tender documents are available only in electronic format which Bidders can download from the website www.gmdcltd.com and <https://gmdc.nprocure.com>

3.2.2 All Bidders must submit their bid online through the website <https://gmdc.nprocure.comonly>. 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.

3.2.3 Following should be submitted 'off-line' in sealed covers super scribed with Tender No and subject work separately at our Corporate Office, Khanij Bhavan, 132 Ft Ring Road, Nr University Ground Vastrapur, Ahmedabad.

1. Bid Processing Fee,
2. Bid Security
3. Technical Bid Documents along with the Annexures appended with the Tender Document

3.2.4 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.

3.2.5 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

- 3.2.6 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.
- 3.2.7 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.
- 3.2.8 (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.
- 3.2.9 Bidders who have no facility to participate in on-line tenders are requested to contact (n) code solutions for the same.
- 3.2.10 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. Bidders are requested to take benefit of the same.
- 3.2.11 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:

GMDC:

Contact Person: Shri J.N. Dave, General Manager (Power)

Contact numbers: 079 – 27913200

E-Mail: power@gmdcltd.com; jndave@gmdcltd.co.in

GNFC:

Contact Number: 079- 26857316/17/18

E-Mail: nprocure@gnfc.net

3.3 Bid Validity, Bid Processing Fee and Bid security:

- 3.3.1 Bid validity Date: 180 days from submission of bids.
- 3.3.2 In exceptional circumstances, the bidder shall extend the period of validity unconditionally for further 90 days period.
- 3.3.3 The Bidder shall furnish, as a part of their Bid, a non-refundable Bid processing fee of

Rs. 50,000/- (Rupees Fifty Thousand Only) + GST @ 18 %. in the form of Bank Demand Draft (DD) in favor of 'Gujarat Mineral Development Corporation Limited' payable at Ahmedabad.

- 3.3.4 The Bidder shall furnish, as a part of their Bid, a refundable Bid Security of Rs.2,50,00,000/- (Rupees Two Crore Fifty Lakh Only) in the form of Bank Demand Draft or a Bank Guarantee issued by Banks approved by Government of Gujarat except Co-operative bank or FD of GoG approved bank except co-operative bank duly pledged in favor of GMDC. The validity period of the bank guarantee shall not be less than 180 (one hundred and eighty) days from the Bid Submission Date, inclusive of a claim period of 60 (sixty) days, and will be extended as and when required by the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 3.3.5 The Bid Security of unsuccessful Bidders shall be returned within two months upon submission of Performance Security by the successful bidder.
- 3.3.6 The Bid Security may be forfeited:
- a) If the Bidder withdraws his bid during the period of bid validity.
 - b) If the successful bidder fails within the specified time limit
 - (i) to sign Contract Agreements
 - (ii) to furnish the required Performance Securities
- 3.3.7 Bids without Bid Processing Fees and Bid Security as per requirement of the above clause shall be rejected.

3.4 Cost of Bidding

- 3.4.1 The Bidder shall bear all costs associated with the Bidding preparation and submission of his Bid, and the GMDC will in no case be responsible or liable for those costs.

B. Bidding Documents

3.5 Content of Bidding Documents

- 3.5.1 This tender comprises the following:
- Invitation of Bids (IFB)
 - Instructions to Bidders (ITB)
 - General Conditions of Contract (GCC)
 - Special Conditions of Contract (SCC)
 - Technical Specification (TS)

- Attachments

3.5.2 Bidders are requested to read the complete document in order to understand the requirements as well as terms and conditions of the contract.

3.5.3 The Bidder is expected to examine all instructions, terms & conditions and specifications in the tender. Failure to furnish all information required by the tender or to submit a bid not substantially responsive to the tender in every respect will be at the Bidder's risk and may result in the rejection of his bid.

3.6 Clarification on Bidding Documents

3.6.1 To facilitate evaluation of bids, GMDC & their consultant may, as its sole discretion, seek clarifications in writing from any bidder regarding its bid. Notwithstanding anything contained in the tender document, GMDC & their consultant reserve the right to not take into consideration any such clarifications sought by it for evaluation of the bid.

3.6.2 A prospective Bidder requiring any clarification to the tender may notify the GMDC in writing by E-Mail at the GMDC's address/s indicated in the Tender. The GMDC will respond in writing by E-Mail to any request for clarification or modification of the bidding documents.

3.6.3 Pre-Bid Meeting:

The Bidders or their authorized representative (maximum two persons) are invited to attend pre-bid meeting which will take place at the following address:

Gujarat Mineral Development Corporation Limited

"Khanij Bhavan", 132 Ft. Ring Road, Near University Ground, Vastrapur, Ahmedabad - 380 052, India

The pre-bid meeting shall be arranged on **15/03/2019 at 15:00 Hrs(IST)**.

The purpose of the meeting will be to clarify any issue/s regarding the Bidding Documents.

The Bidder is requested to submit queries by E-Mail to reach the GMDC at the addresses indicated above, at least 5 days before the pre-bid meeting. Only those queries will be clarified in the pre-bid meeting.

3.6.4 Any modifications of the Bidding Documents which may become necessary as a result

of the pre-bid meeting shall be made by the GMDC exclusively through a Corrigendum and not through the record notes of the pre-bid meeting. Corrigendum, if any, shall be uploaded on the website (<https://gmdc.nprocure.com>) only. Bidders are requested to see the website of GMDC 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 bidders. No separate intimation in respect of corrigendum will be sent to bidders who have downloaded the tender document from the website as information in this respect will not be available on website.

- 3.6.5 Non-attendance at the pre-bid meeting will not be a case for disqualification of a Bidder.
- 3.6.6 The Bidder and any of its personnel or agents will be granted permission by the GMDC to enter upon its premises and land for the purpose of inspection, but only upon the express condition that the Bidder, its personnel and agents will release and indemnify the GMDC and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.
- 3.6.7 In order to provide prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the GMDC may, at its discretion, extend the deadline for the submission of bids.

C. Preparation of Bids

3.7 Language of Bid

- 3.7.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the GMDC shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language, in which case, for purposes of interpretation of the Bid, the translation shall govern.

3.8 Qualification Requirements for Bidders

TECHNICAL REQUIREMENTS

- 3.8.1 The Bidders should have following minimum experience of having successfully completed entire O & M work relating to coal / lignite based thermal power plant in

India or abroad during last 7 (seven) years of continuous twelve months ending last day of month January, 2019 (i.e. period from 01/02/2012 to 31/01/2019):

Three units of coal / lignite based thermal power plant having rated capacity of individual unit not less than 100 MW for a minimum period of two years during last 7 (seven) years of continuous twelve months ending last day of month January, 2019 (i.e. period from 01/02/2012 to 31/01/2019)

or

Two units of coal / lignite based thermal power plant having rated capacity of individual unit not less than 125 MW for a minimum period of two years during last 7 (seven) years of continuous twelve months ending last day of month January, 2019 (i.e. period from 01/02/2012 to 31/01/2019)

or

One unit of coal / lignite based thermal power plant having rated capacity not less than 200 MW for a minimum period of two years during last 7 (seven) years of continuous twelve months ending last day of month January, 2019 (i.e. period from 01/02/2012 to 31/01/2019)

Note:1. Separate year wise Statement of continuous twelve months experience with work orders and work executed certificates duly certified by the certificate issuing authority shall be submitted with the supporting certified documents.

2. Completed work means work executed during the year of twelve continuous months during the period from 01/02/2012 to 31/01/2019.

3. Experience as a Sub-Contractor shall not be considered for technical qualification.

- 3.8.2 The bidder shall have to submit the certificate in respect of complete O & M work carried out by them, duly issued by the entity wherein the bidder has previously and/or presently carrying out the O & M work.

FINANCIAL REQUIREMENT

The financial requirements of the prospective bidders shall be as mentioned below. In case of Indian Subsidiaries of Foreign Companies, the financials of parent companies are also acceptable (in case of sole bidder).

The bidder shall have a minimum average annual turnover of Rs. 300 Crore (Rupees Three Hundred Crore) during the preceding three (3) accounting years as on date of bid opening. In the event, turnover is expressed in currencies other than INR, the

exchange rate prevailing at the end of respective accounting year shall be considered.

3.8.3 The bidder shall have a minimum Net worth of Rs.50 Crore (Rupees Fifty Crore) at the close of the preceding accounting year of the bid opening date.

3.8.4 Profit Before Tax (PBT) should not be negative for any of the past three (3) accounting years as on date of bid opening date for the bidder.

3.9 Nature of Entities Eligible to Bid

Qualification Routes:

3.9.1 Bidder may participate through one of the two routes provided below. The Proposal is to be submitted by:-

(a) Route A: the Bidder who would be sole Bidder, should be a Company registered in India under Indian Companies Act 1956 or 2013 or

(b) Route B: Bidding Consortium, each Member of which shall be any company registered in India under Indian Companies Act 1956 or 2013.

It is clarified that no other form of entity other than registered in India under Indian Companies Act 1956 or 2013 would be allowed.

Route A: The Bidding Company

1. Under Route A, the Bidder (Sole Bidder) meeting the Technical and Financial Criteria on its own, on standalone basis.
2. If the Selected Bidder is a Bidding Company, and if it forms a special purpose vehicle (SPV) to act as O & M Contractor, it shall hold 100% of the equity in the O & M Contractor throughout the Contract period. Notwithstanding the formation of the SPV, the Selected Bidder shall be jointly and severally responsible with the SPV for performance of the obligations contemplated under the Bid Document.

Route B: Bidding Consortium

1. A Bidding Consortium shall comprise of only two members.
2. The Bidding Consortium shall comprise of a Lead member and Other Member holding minimum of 51% and 26% equity interest respectively in the Bidding Consortium.
3. In case the Bidder is a Bidding Consortium, the Proposal must be submitted in the name of the Bidding Consortium signed by the Authorised Representative of the Consortium who shall be an employee/officer of the Lead Member.

4. In case the Bidder is a Bidding Consortium, Lead Member shall meet Technical Criteria on its own in entirety. It is clarified that Lead Member can meet both criteria on its own as well.
5. Financial Criteria can be met by either member of the Bidding Consortium however it is clarified that entire Technical Criteria shall be met by Lead member only. Similarly entire Financial Criteria would be met by any one member in entirety and will not be considered collectively.
6. In case the Bidder is a Bidding Consortium, the members are not allowed to take strength from their Subsidiary Company or Holding Company.
7. Any company whether by itself or through its Promoters, Affiliates, Associate and/ or its Subsidiary (ies) and/ or its Holding company (ies) cannot be a member of more than one Bidding Consortium.
8. In case the Bidder is a Bidding Consortium, each member of the Consortium should have positive Net worth at the close of the preceding accounting year of the bid opening date and one member shall have minimum net worth of Rs. 50 Cr..
9. In case the Bidder is a Bidding Consortium, Members will be required to furnish legally enforceable Consortium Agreement in the format as provided herein along with its Technical Proposal holding themselves jointly & severally responsible and liable to GMDC to perform all contractual obligations as per the terms and conditions of this Tender document.
10. The bidder shall submit only one bid against this Tender. The bidder submitting more than one bid shall be liable for disqualification.

3.9.2 The bidder who is under a declaration of ineligibility by the Government of India or Government of Gujarat shall be disqualified. The firms that have been disqualified by Government of India or Government of Gujarat are not eligible to participate in this bidding process.

3.10 Bid Documents

3.10.1 The technical bid submitted by the Bidder shall comprise the following

Sr. No.	Document	Submission
1.	Bid Processing Fee	Detail on online & Physical
2.	Bid Security / EMD as per the proforma provided in FORM - K	Detail on online & Physical
3.	FORM-A (check list of documents enclosed with tender)	Physical

Sr. No.	Document	Submission
4.	FORM-B (Status of the Bidder)	Physical
5.	FORM-C (Details of work carried out during the last seven years by the Bidder)	Physical
6.	Declaration of not Black listed as per the format provided in Form - D of the Tender Document	Physical
7.	Undertaking regarding Genuineness of Document as per format provided in FORM - E of the Tender Document	Physical
8.	Certificate of Net worth, Turnover and PAT as per format provided in FORM - F of the Tender Document along with the supporting	Physical
9.	Board Resolution by the Bidder as per format provided in FORM - G	Physical
10.	Board Resolution by the Bidder for providing financial support as per format provided in FORM - H, if applicable	Physical
11.	Board Resolution by the Bidder for providing technical support as per format provided in FORM - I, if applicable	Physical
12.	Consortium Agreement as per format provided in FORM - J, if applicable	Physical
13.	Power of Authority for signing of Bid as per format provided in FORM - L	Physical
14.	Power of Attorney by Other Member of Bidding Consortium authorising signing of the Bid by the Lead Member as per format provided in FORM - M	Physical
15.	Undertaking of Indemnity as per format provided in FORM- N of the Tender Document.	Physical
16.	Certificate obtained from GMDC plant head for completion of site visit (FORM – O)	Physical
17.	Declaration of site visit as per format provided in FORM- P of the Tender Document.	Physical
18.	Declaration of unconditional offer as per format provided in FORM- Q of the Tender Document.	Physical
19.	Declaration regarding unconditional acceptance of all the terms and conditions of the Tender documents per format provided in FORM - R of the Tender Document	Physical
20.	List of Sub-Contractors proposed by the vendor in FORM - S	Physical
21.	Copy of P.F. Registration details	Physical
22.	Copy of GST Registration details	Physical

3.10.2 Submission of false or incorrect information, history of delayed settlement of claims, reports of unprofessional conduct, among other things, shall be sufficient grounds for

disqualification in technical bid.

3.11 Bid Prices

- 3.11.1 The Bidders must submit a Price Bid on-line only on or before the scheduled date as mentioned hereinabove. 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. The Price –bid submitted in the physical format shall not be considered for scrutiny and will be out rightly rejected.
- 3.11.2 The Bidders shall quote rates in consideration of entire scope of work so that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the bidding documents in respect of complete operation and maintenance of ATPS for first year.
- 3.11.3 For subsequent years of performance of Contract, the prices quoted by the Bidder shall be subject to escalation in accordance with the provisions of bidding document.

3.12 Currencies of Bid and Payment

- 3.12.1 The prices quoted by the Bidder shall be in Indian Rupees only. The payments shall be made by GMDC in Indian Rupees only.

3.13 Format and Signing of Bid

- 3.13.1 The Bidder shall prepare complete set of documents comprising the Bid and submit the same to GMDC within stipulated time.
- 3.13.2 The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid including entries where amendments have been made shall be initialed by the person or persons signing the Bid. Power of Attorney (in original) for bidder's signatory and copy of relevant Board Resolution shall be furnished by the bidder along with Technical Bid.
- 3.13.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the GMDC, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

3.14 Sealing and marking of Bids

- 3.14.1 The Bidder shall seal the technical bid documents in sealed envelopes. The bid

processing fee furnished shall be sealed in a separate envelope, duly marking the envelope as "BID PROCESSING FEE". The bid security furnished shall also be sealed in a separate envelope, duly marking the envelope as "BID SECURITY".

3.14.2 The envelopes shall

- a) be addressed to the GMDC at the address indicated in the bidding document;
- b) provide a warning not to open before the specified time and date for Bid opening as defined in the bidding document.

3.14.3 If the envelope is not sealed and marked as above, the GMDC will not be responsible for the misplacement or premature opening of the Bid.

3.15 Deadline for Submission of Bids

3.15.1 Bids shall be submitted to the GMDC at the address specified above no later than the time and date specified in the bidding document.

3.15.2 The GMDC may extend the deadline for submission of bids by issuing corrigendum, in which case all rights and obligations of the GMDC and the bidders previously subject to the original deadline will then be subject to the new deadline.

3.16 Late Bids

3.16.1 Any Bid received by the GMDC after the deadline prescribed in bidding document or the extended period as the case may be, will be returned unopened to the Bidder. Bidder is requested to mention the name and address of the bidder on this envelope so that the unopened bid can be posted. In case of delay in submission of bid due to any reason of whatsoever in nature, GMDC shall not be responsible for the same and the bid submitted by bidder shall be summarily rejected. GMDC's decision shall be final in this regard and no further correspondences/representation shall be entertained in this regard.

3.17 Bid Opening

3.17.1 It is a three stage bid evaluation system. It is mandatory that the bids are first submitted on-line at <http://gmdc.nprocure.com> by the date and time prescribed in the tender notice as above. Failure to submit price bid online in stipulated time due to any reason whatsoever by any Bidder shall not be entertained. In such circumstances, even if a bid is submitted physically for supporting documents, tender fees, EMD amount etc. shall not be considered as bid submitted and returned back to Bidder

without opening the same. GMDC reserves the right to take suitable decision as deemed fit.

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 document 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.

Stage - II Evaluation of Technical Bid

After preliminary bid evaluation, Technical evaluation of the bid documents as listed above would be taken up. This will include the documents required to be submitted in support of experience, financial position, and status of the Bidder etc. However, Bid Processing Fee and Bid Security will be submitted in the sealed cover super-scribed “Technical Bid, **TENDER NO. GMDC/ATPS/O&M/01/2018-19** and Name of work”. Bidders are required to submit these documents separately at GMDC Corporate Office, Ahmedabad to the officer inviting bid before the stipulated time and other documents as mentioned shall be submitted in prescribed format as mentioned under Forms and Declaration/ Certificates in the Bid Document.

Stage – III Price-Bid

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.

- 3.17.2 If the Bid Security and Bid 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.
- 3.17.3 The GMDC reserves the right to reject any or all the Bid without assigning any reason thereof.
- 3.17.4 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, Bid Security will be forfeited and the Bidder may be debarred from participating in further/future GMDC tender as per declaration format

enclosed in the tender document.

- 3.17.5 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 but no change in the final price or substance of the bid shall be permissible.

3.18 Confidential Process

- 3.18.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder is notified of the award. Any effort by a Bidder to influence the GMDC's processing of bids or award decisions will result in the rejection of his Bid.

3.19 Clarification of Bids

- 3.19.1 To assist in the examination, evaluation, and comparison of bids, the GMDC may, at the GMDC's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices, and other information that the GMDC may require. The request for clarification and the response shall be in writing or by mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the GMDC in the evaluation of the bids.
- 3.19.2 No Bidder shall contact the GMDC on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the GMDC, he should do so in writing.
- 3.19.3 Any effort by the Bidder to influence the GMDC in the GMDC's bid evaluation or contract award decisions may result in the rejection of the Bidder's bid.
- 3.19.4 In case of discrepancy in any amount mentioned in the words and figures, the amount mentioned in the words will prevail.

3.20 Critical Provisions

No deviation, whatsoever, is permitted by the GMDC to the revisions relating to the clauses indicated in tender.

3.21 Evaluation of Bids

- a. For tender evaluation, the rates quoted for the O & M works for the first year shall be considered for determination of L1 bidder.
- b. L1 Bidder may be called for negotiation.

3.22 Disqualifications

3.22.1 Notwithstanding anything to the contrary contained in this document and without prejudice to any of the rights or remedies of GMDC, a sole bidder or consortium may be disqualified, including but not limited to, any of the reasons listed below:

- a) Misrepresentation by any bidder or member of consortium in the Tender;
- b) Failure by such parties above to provide necessary and sufficient information required to be provided in the Tender;
- c) the bidder is a subject matter of winding up / insolvency or other proceedings of a similar nature;
- d) Any information regarding the bidder which becomes known to GMDC and which is detrimental to bid process and/or the interests of the GMDC; or
Submission of Tender in respect of any company, where such company had already submitted a Tender and the earlier Tender has not been withdrawn.
- e) Submission of false or incorrect information, history in delaying in completion of work, reports of unprofessional conduct amongst other things shall be sufficient ground for disqualification of technical bid.

3.22.2 If information becomes known after the bidder has been qualified, at any stage, to proceed with the bid process, which would have entitled GMDC to reject or disqualify the relevant bidder, GMDC reserves the right to reject or disqualify the relevant bidder at any time, such information becomes known to GMDC.

D. Award of Contract**3.23 Award Criteria**

3.23.1 GMDC will award the Contract to the Bidder whose Bid has been determined to be fully responsive to the bidding documents and who has offered the lowest evaluated Bid price.

3.24 GMDC's Right to Accept any Bid and to Reject any or All Bids

3.24.1 GMDC reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring

any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the GMDC's action.

3.25 Notification of Award and Signing of Agreement

- 3.25.1 The Bidder whose Bid has been accepted will be notified of the award by the GMDC. This letter (hereinafter and in the Conditions of Contract called the "Letter/Notification of Award") will state the sum that GMDC will pay the Operator/Contractor in consideration of Operation and Maintenance Services as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 3.25.2 The notification of award will constitute the formation of the Contract.
- 3.25.3 The Contract Agreement (in two nos. of originals), in line with the format provided in the Bidding Documents and on the basis of agreements reached between the parties, shall be executed between the successful Bidder and GMDC within 30 days from date of Letter of Award.

3.26 Performance Security

- 3.26.1 Performance Security 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.
- 3.26.2 The Contractor shall pay Performance Security in the following manner:
- A. 2.5% of the total estimated contract value excluding GST at the time of award of the work before commencement of the contract work in form of a Demand Draft in favour of GMDC payable at Ahmedabad or a Bank Guarantee, from Banks approved by Govt. of Gujarat (except co-operative bank) having validity for the minimum period of three years and to be renewed from time to time in the form and manner acceptable to GMDC or in form of a Fixed Deposit from Banks approved by Govt. of Gujarat (except Co-operative Bank) duly lien/pledged in the name of GMDC for the minimum period of three years and shall be renewed from time to time in case of requirement.
- B. Remaining 2.5% of the Performance Security amount of gross amount of RA bill will be recovered from every RA Bill excluding GST.
- 3.26.3 Performance Security amount recovered/deposited by the Contractor shall be released within a period of six months after satisfactory completion of the work and removal of

equipment, tools tackles, campsite etc, and due fulfillment of all the terms and conditions of the contract. The Contractor shall obtain “No Dues Certificate” and “ Site Clearance “ certificate to this effect from the General Manager [ATPS] / Project-in-Charge and shall submit the same to the General Manager [Power] at HO, who after verification of the fact will arrange to release the Performance Security.

- 3.26.4 The contractor shall be required to maintain the Performance Security all the time during the currency of the contract. For the sake of clarity, it is clarified that in the event of forfeiture, invocation of Performance Security, the contractor shall recoup the shortfall amount of Performance Security caused due to such eventuality.
- 3.26.5 Performance Security shall not bear any interest under any circumstances.
- 3.26.6 The Contractor has an option to provide the Bank Guarantee in lieu of Performance Security deducted from the RA Bills on the yearly basis, subject to the Bank Guarantee must be 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 of equivalent amount having validity period of six months after completion of the period of contract, GMDC may refund the Performance Security deducted from the RA Bills during the respective year.
- 3.26.7 GMDC reserves the right to forfeit the Performance Security deposited by the Contractor, if the Contractor fails to –
- A. Mobilize its tools, tackles, manpower, machinery, equipment etc. as per requirement to start the work within 30 days of date of acceptance of LOA.
 - B. Hand over the plant in satisfactory condition at the end of the contract period.
 - C. Comply with any terms and conditions as mentioned in the tender document.
- 3.26.8 GMDC reserves the right to recover the charges or the liquidated damages from the Performance Security in the following circumstances-
- A. If the Contractor or its employees causes any damage or destroy any property belonging to GMDC.
 - B. The shortfall amount of all compensations, penalties and other sums of money payable by the Contractor or recoveries to be made under the terms of this contract which is due but not paid by the Bidder in full, etc.
 - C. Any other dues on account of statutory compliance.

3.26.9 The contractor shall not change constitution of its entity without the prior permission of GMDC. In case the permission to change the constitution of the entity is given by GMDC the new entity shall have to furnish fresh BG in the name of new entity. Besides the contractor shall have to modify the other documents as may be directed by GMDC as a result of change in the constitution.

3.27 Effective Date

3.27.1 Effective Date will be the date on which Operator/Contractor commences its performance of the Contract. It will be after completion of 30 days of joint operation & maintenance with the GMDC.

4.0 GENERAL CONDITIONS OF CONTRACT (GCC)

4.1 Definitions

The following terms shall have the following meanings when used in this Contract, unless the context otherwise requires:

“Accounting Year” means each consecutive 12 months period for which accounts of the company are prepared.

“Arbitrator” means the person or persons named to make a decision on or to settle any dispute or difference between the GMDC and the Operator/Contractor referred to him by the parties.

"Affiliate" means in relation to a Party, any company, corporation or other legal entity (hereinafter in this definition referred to as an "entity") which directly or indirectly: (a) is controlled by such Party; or (b) controls such Party; or (c) is controlled by an entity which directly or indirectly controls such Party. For the purposes of this definition (i) an entity is directly controlled by another entity if such other entity holds shares, quotas or voting rights carrying in the aggregate fifty per cent (50%) or more of the votes exercisable at shareholder meetings, and (ii) a particular entity is indirectly controlled by an entity or entities, hereinafter called the "parent entity", if a series of entities can be specified beginning with the parent entity or parent entities and ending with the particular entity, so related that each entity of the series, except the parent entity or parent entities, is directly controlled by one or more of the entities earlier in the series.

“Applicable Laws” or “Laws” means all laws, treaties, ordinances, rules and regulations applicable in India and amendments thereto made from time to time and in force and effect; judgments, decrees, injunctions, writs and orders of any court, arbitrator or governmental agency or authority in India, rules, regulations, orders and interpretations of any Competent Authority, court or statutory or other body having jurisdiction in India over performance of Work, operation and maintenance of the Plant, including applicable permits, as may be in effect at the time of performance of Work hereunder by the Contractor, provided, however, that if at any time the Applicable Laws are less stringent than the standards set forth in the Contract hereto, the standards set forth in said Contract hereto shall be deemed to be the standards under Applicable Laws.

Authorized Representative / Authorized Signatory: Each Bidder shall designate maximum of two person(s) authorized to represent the Bidder in all matters pertaining

to its Bid. In case of Bidding Consortium, Lead Member will appoint all the Authorized Representatives. Such person(s) shall constitute the Authorized Representative /Authorized Signatory of the Bidder. The Authorized Representative /Authorized Signatory should hold the power of attorney (in the format provided) duly authorizing him/her to perform all tasks including but not limited to sign and submit the bid; to participate in all stages of the Bidding Process; to correspond for and on behalf of the Bidder, and to execute the O&M Contract and any other documents required to give effect to the outcome of the Bidding Process. The original power of attorney, duly notarized, in favor of the Authorized Representative and Signatory shall be enclosed by the Bidder along with the covering letter. Further, it is clarified that any one Authorized Signatory can also bind the Bidder on all matters i.e. even if one Authorized Representative signs/agrees on any matter with GMDC, same shall be binding on the Bidder. No change in the Authorized Representative would be made by the Bidder without the prior written consent of the GMDC.

“Bidder” shall mean any Bidding Company and/ or Bidding Consortium;

“Bidding Consortium” means a group of not more than 2 (two) registered companies under Indian Companies Act 1956 or 2013 in India, that has jointly submitted their Bid in response to this Tender;

“Change in Law” shall mean the occurrence of any of the following after the date of execution of the Contract:

- a) the enactment of any new Applicable Law or Directive;
- b) the modification or repeal of any existing Applicable Law or enactment of any Applicable Laws during the existence of the Contract.

“Change Order” means a change to the Contract as mutually agreed by the Parties.

“Competent Authority” means any Indian agency, authority, department, inspectorate, minister, ministry or public or statutory person (whether autonomous or not) having jurisdiction which can affect provisions of this Contract.

“Consortium Agreement” shall mean the consortium agreement to be entered into by the Lead Member and the Other Member pursuant to the format provided.

“Consortium Member” shall refer to each company of the Bidding Consortium;

“Contract” means the Contract Agreement entered into between the GMDC and the Operator/Contractor, together with the Contract Documents referred to therein; they shall constitute the Contract and the term “the Contract” shall in all such documents be construed accordingly.

“Contract Documents” means the documents (including any amendments thereto) that shall form integral part of Contract.

“Contract Price” means the sum specified (Contract Price) in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

“Day” means calendar day of the Gregorian Calendar.

“Environmental Standards” means all Applicable Laws, codes, rules and regulations relating to: (a) pollution, contamination, clean-up, protection and reclamation of the environment; (b) health or safety, including, without limitation, the exposure of employees or other Persons to any Hazardous Material; (c) the release or threatened release of any Hazardous Material; (d) the management of any Hazardous Material, including, without limitation, the manufacture, generation, formulation, processing, labeling, distribution, introduction into commerce, registration, use, treatment, handling, storage, disposal of material, the discharge of chemicals, gases or other substances or material into the environment, the presence of such material chemicals, gases or other substances in or on the Facility, transportation, reuse, recycling or reclamation of any Hazardous Material; and (e) any governmental approval issued by a Competent Authority with respect to the foregoing.

“Escalation Factor” means the net percentage change through the use of the determined formula over the period from base date through date of the relevant invoice

“Facilities” means the Plant and Equipment to be operated and maintained by the Operator/Contractor under the Contract and such other works as may be necessary for successful operation of the Plant and Equipment’s in accordance with the specified technical and operational parameters.

“Financial Year” means each consecutive twelve (12) month period starting from April 1st to March 31st of the following year.

“GCC” means the General Conditions of Contract hereof.

“Hazardous Material” means (i) any element, compound, substance, chemical or biological derivative, radiation, noise, vibration, material or combination thereof which by reason of its composition or characteristics is defined in Applicable Law as a hazardous material, or (ii) any other material which any Competent Authority shall determine from time to time is harmful, toxic, or dangerous, or otherwise ineligible for handling, storage or disposal by unregulated means.

“**Indian Rupee or INR**” means the lawful currency of India.

"**Intellectual Property Right**" means any copyright, patent, registered design, utility model, design right, trade mark, trade name, trade secret or any application for any of the foregoing or any other intellectual property right.

“**Lead Member or Lead Member of the Bidding Consortium**” shall mean the member of the Bidding Consortium who is so designated by the members of the Bidding Consortium.

"**Miscellaneous Hardware**" means items such as pins, springs, studs, gaskets, tie wires, fasteners, screws, washers, nuts, bolts which are required for the performance of a Scheduled Outage / Unscheduled Outage.

“**Month**” means calendar month of the Gregorian Calendar.

“**Operating Tenure**” shall mean the time period for which the plant shall be operated & maintained by the Operator/Contractor which shall be same as Term of Contract.

“**Other Member of the Bidding Consortium**” shall mean the member of the Bidding Consortium who is so designated by the members of the Bidding Consortium

“**Other Toxic Material**” shall mean asbestos containing material or other contaminative or toxic materials, except such contaminative or toxic materials as recommended by OEM.

“**O & M Services**” means and include all the work and activities covered in the scope of work of the contractor.

“**Employer**”/“**GMDC**” means the person named as such in the SCC and includes the legal successors or permitted assigns of the Employer/GMDC.

"**GMDC's Representative**" is the authorized representative who shall act on behalf of the GMDC for conducting defined duties/ responsibilities authority.

“**Operator/Contractor**” means the person(s) whose bid to perform the Contract has been accepted by the GMDC and is named as such in the Contract Agreement including its subcontractors, their respective agents and employees, and includes the legal successors or permitted assigns of the Operator/Contractor. “O&M Operator” and “O&M Contractor” would be one and the same thing for the interpretation of this contract document.

“**Operator’s/Contractor’s Representative**” means any person nominated by the Operator/Contractor and approved by the GMDC.

“Operator’s/Contractor’s Personnel” shall mean each individual and the collective group of Operator’s/Contractor’s employees, Operator’s/Contractor’s Sub-Contractors, and their respective employees, licensees, invitees, agents and representatives, who are provided and/or utilized by Operator/Contractor for the performance of the Work.

"Parties" means the GMDC and the O&M Operator/Contractor.

"Party" means either the GMDC or the O&M Operator/Contractor as the context requires.

"Prudent Industry Practice” means those practices, methods techniques and standards, as updated from time to time and the exercise of that degree of skill, diligence and prudence that are generally accepted for use in the international electric utility industry which would reasonably and ordinarily be expected from a skilled and experienced O&M contractor in operation & maintenance of power generation facilities that generally conforms to the manufacturers' operation and maintenance guidelines.

“Plant” means a thermal power station consisting of one or more units for generation of electricity

“Regulated Wastes" shall mean all trash, rubbish, or waste materials or products which are required to be handled or disposed off as specified by any permit or any law.

“SCC” means the Special Conditions of Contract.

“Scheduled Maintenance” means the normal periodic inspection and overhaul of the Boiler / Steam Turbine and/or any other equipment in Power Plant.

"Scheduled Maintenance Work" means all Work to be performed by Contractor hereunder during the applicable Scheduled Outage.

"Scheduled Outage" means a complete or partial interruption in the operation of the Plant, foreseen in the Projected Scheduled Outage Plan, in order to perform the applicable Scheduled Maintenance Work.

“Site” means the land upon which the Facilities are installed, and such other land or places as may be specified in the Contract as forming part of the Site.

“Spares” means the spare parts over and above the spare parts supplied by the GMDC. The Mandatory Spare, Recommended Spares and Critical Spares required for the operation and maintenance of the Facilities.

“Sub-Contractor” means any person appointed as a Sub-Contractor by the Contractor, for a part of the Operation and Maintenance work; and the legal

successors in title to each of these persons. Sub-Contractors include:

- (a) Sub-Suppliers and
- (b) Sub-Contractors or Sub-Suppliers of any Sub-Contractors.

"Term" means the period of Contract and any extended period thereof.

"Tools" means tools provided by Contractor and/or its Sub-Contractors on temporary basis for Scheduled and/or Unscheduled Maintenance Work.

"Third party" shall mean any party other than GMDC, GMDC's Personnel, Operator/Contractor, Operator's/Contractor's Personnel, and their respective employees, representatives and agents.

"Time of handover" shall mean the time when the Operation and Maintenance services in part or in full has been taken over by the O&M Operator/Contractor from the GMDC and the Operator/Contractor is bound to achieve the predefined targets from the facilities as required by the GMDC.

"Unexpected Findings" shall mean any discovery by Contractor or GMDC including those found during the course of a Scheduled Outage meaning that the Boiler / Steam Turbine and/or any other equipment in Power Plant requires repair or parts' replacement including due to premature wear and tear that is not included in the Scheduled Maintenance Work.

"Unscheduled Outage" means a complete or partial interruption in the operation of the Steam Turbine and/or Boiler and/or any other equipment not foreseen in the Projected Scheduled Outage Plan.

"Unscheduled Maintenance Work" means those services provided by Contractor to address Unexpected Findings and all services, including spares and supplies whenever required, to be provided by Contractor during an Unscheduled Outage for the Steam Turbine and/or Boiler and/or any other equipment in Power Plant excluding any routine maintenance.

"Unit" shall mean a set consisting of a boiler, turbine, generator, mills and associated equipment(s) required for the rated operation.

"Waste" means trash, rubbish, waste or waste materials which are not the Regulated Wastes.

"Work" means all services performed, items supplied, or work done by or on account of Contractor and Contractor Sub-Contractors to fulfill Contractor's obligations under this Contract.

“Willful Misconduct” means, with respect to any Party or Person an intentional and conscious, or reckless, disregard by such Party or Person of any Laws of India, any common duty of care or any provision of this Tender and subsequent Agreement or any other document prepared pursuant to this Agreement and relating to the performance by such Party of its obligations there under.

4.2 Contract Documents

4.2.1 All documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.

4.2.2 The Contract will be signed in two originals and the Contractor shall be provided with one signed original and the one will be retained by the GMDC.

4.3 Interpretation

4.3.1 Language

All Contract Documents, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be written in English and the Contract shall be construed and interpreted in accordance with that language.

4.3.2 Singular and Plural

The singular shall include the plural and the plural the singular, except where the context otherwise requires.

4.3.3 Headings

The headings and marginal notes in the General Conditions of Contract are included for ease of reference, and shall neither constitute a part of the Contract nor affect its interpretation.

4.3.4 Persons

Words importing persons or parties shall include firms, corporations and government entities.

4.3.5 Construction of the Contract

The Contracts to be entered into between the GMDC and the successful bidder shall be for providing all services related with complete O&M including but not limited to procurement of spares, consumables, manpower, tools and tackles, software technology etc.

4.3.6 Entire Agreement

The Contract constitutes the entire agreement between the GMDC and Contractor with respect to the subject matter of Contract and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

4.3.7 Independence of Contractor

The Contractor shall be an independent Contractor performing the Contract.

Subject to the provisions of the Contract, the Contractor shall be solely responsible for the manner in which the Contract is performed. All employees, representatives or Sub-Contractors engaged by the Contractor in connection with the performance of the Contract shall be under the complete control of the Contractor and shall not be deemed to be employees of the GMDC (except for employees deputed by GMDC), and nothing contained in the Contract or in any subcontract awarded by the Contractor shall be construed to create any contractual relationship between any such employees, representatives or Sub-Contractors and the GMDC.

4.3.8 Non-Waiver

4.3.8.1 No relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

4.3.8.2 Any waiver of a party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.3.9 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

4.3.10 Third Party Rights

Nothing in this Contract is intended to confer any rights / remedies under or by reason of this Contract on any third party.

4.4 Notices

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.

4.5 Governing Law

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

4.6 Dispute Resolution and Arbitration

For any dispute arising out of this Tender and subsequent contract or interpretation of any terms thereof, the decision of the Committee consisting concerned Divisional Head at HO G.M. [Power] with the matter under dispute, subject to concurrence of MD GMDC, shall be final and binding upon the bidder/contractor.

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. The venue of arbitration proceedings shall be at Ahmedabad only. The language of the Arbitration shall be in English only.

4.7 Time for handover

The Contractor shall carry out joint operation & maintenance of power plant for 30 (thirty) days. During this 30 days period, the Contractor is expected to get familiarize with the power plant, resources as well as existing processes and constraints. During this 30 days period, the GMDC& the Operator/Contractor shall conduct joint audit and record the major systems, equipment and assets being handed over. The records of joint audit shall be signed by both the parties. After completion of 30 days of joint operation & maintenance, the power plant will be handed over to the Operator/Contractor to carry out performance of Contract.

The payments to the Contractor under the Contract shall be payable from Effective Date.

4.8 Process of Handover from Operator/Contractor

At the end of agreement term of 10 years or earlier (on account of termination), the Power Plant shall be handed over back to the GMDC in safe and healthy condition up to the satisfaction of GMDC.

4.9 Division of Responsibility

Following table describes the division of responsibility between GMDC and the O&M contractor.

Sr. No	Description	GMDC	O&M Operator / Contractor as Collaborator
1	Role	GMDC / Employer	Operation & Maintenance of complete Power Plant
2	Spares, Consumables and Lubricants	Spares available in stores including all mandatory spares will be handed over to O&M Operator / Contractor at the time of handover	To procure & maintain required number of spares, Consumables and Lubricants O&M contractor to prepare the list, generate requirements in time and its handling, proper disposal at designated place.
3	Tools & Tackles	Tools & Tackles available in workshop will be handed over to O&M. Operator / Contractor at the time of handover	To procure & maintain required Tools & Tackles from the date of takeover
4	OEM Manuals, Test Reports, etc	OEM Manuals, Test Reports, etc will be handed over to O&M Operator / Contractor at the time of handover	--
5	Existing outsourcing Contracts	List of Existing outsourcing contract is provided in the bid document as Annexure 4. Details of existing outsourcing contracts will be handed over to O&M Operator / Contractor at the time of handover and GMDC will not have any liability towards them after effective date	O&M Operator/Contractor will have to takeover the existing outsourcing contract and have a liberty to continue / discontinue the existing outsourcing contractors. GMDC will foreclose the existing contracts.
6	Human Resources	Nominate the key officials for co-ordination with O&M contractor	To mobilize the sufficient O&M staff possessing adequate qualification & experience for the complete O&M of the plant.
7	Lignite	Supply of Lignite from mines up to weighbridge inside Power Plant	From weighbridge onwards
8	Lime stone	Supply of Limestone from mines up to weighbridge inside Power Plant	From weighbridge onwards
9	Secondary Fuel	Supply of secondary fuel up to unloading area in	From secondary fuel unloading area onwards

Sr. No	Description	GMDC	O&M Operator / Contractor as Collaborator
		Power Plant	
10	Water	Supply of water from Kori Creek up to RCC Sea Water intake channel	From RCC Sea Water intake channel onwards
11	Power Evacuation	--	Up to outgoing line terminals on gantry in 220kV Sub-Station in Power Plant
12	Dredging	Dredging of sea water intake channel as per requirement	--
13	Ash	From outlet of Ash Hoppers onwards till disposal	Ash handling system up to ash hoppers Outlet
14	Security	Security of complete ATPS premises	If O&M contractor assesses the requirement to deploy additional security personnel, same may be deployed.
15	Statutory Clearances	GMDC will assist for renewal of statutory Clearances	Renewal of statutory clearances & maintaining parameters as per statutory norms
16	Effluents & Pollutants	--	Maintain effluents & pollutants levels as per statutory norms
17	Power sale to GUVNL	Power sale invoicing & interface with GUVNL	Inputs to GMDC for raising power sale invoices
18	Power Plant Civil Structures & Buildings including STG Building, Service Building, Admin Building, Stores, Power Plant Internal Roads & fencing etc.		O&M Contractor to carry out the Civil works. Typical work list is attached in the bid document.
19	Residential Colony, Guest House, Labour Colony, Dispensary, Weigh bridge,	Complete maintenance including lighting of the Colony	--
20	Landscaping, Trees & Green Belt	Complete maintenance	--
21	Plant Insurance	By GMDC	--
22	Plant Personnel Insurance	By GMDC (For GMDC deputed person)	for all the personnel engaged by O&M contractor
23	Housekeeping, cleaning & Horticulture of the Entire plant and its associated roads, pathways & adjoining area covered under the power plant boundary.		Cleaning / housekeeping & maintaining Horticulture/ Plantation with the help Mechanized and Manual cleaning system including all drains / roads / surrounding of the entire plant is in O&M contractor scope. The vehicles required like cam sweeper / Tractor / small mechanical cleaners etc. will be in the scope of contractor.
24	Plant Upkeep Services	--	Complete housekeeping of offices, rooms, common area, toilets, urinals etc. (floor, roof, stairs) in scope of Contractor including equipment cleaning and area cleaning after maintenance shall be in scope of O&M contractor (including the pipe

Sr. No	Description	GMDC	O&M Operator / Contractor as Collaborator
			lines & Cable trays).
25	Cleaning and shifting of Lignite, Ash accumulated due to leakage / Maintenance / breakdown etc.	--	Cleaning and shifting of lignite, ash with the help Mechanized and Manual cleaning system, spilled due to any reason in the entire plant is in O&M contractor scope. Contractor shall carry out the said work within 3 days.
26	Lighting of the plant/Road/ High mask/ Gates/ weighbridges etc.	--	Maintenance / replacement / addition / cable laying for lighting is in scope of the contractor including office and any external/internal light fitting.
27	Water Coolers, HVAC	--	All water coolers/ split- window AC /HVAC / Chiller etc cleaning and maintenance will be in the scope of the contractor.
28	Condition Based Monitoring (CBM)	--	Routine CBM to be carried out by O&M contractor include Oil, Vibration, thermography etc. and timely corrective action to be taken based on the findings.
29	Electrical Laboratory along with Calibrated Test Instruments & equipment	--	Lab equipment's as available in GMDC shall be made available to contractor. However, usage, upkeep, calibration, certification and maintenance of the same shall be with contractor (any damage / mishandling will lead to replacement of the instrument). Contractor has to make sure that all equipment's & protection relay of Electrical and C&I to be tested, calibrated once in a year by OEM/government authorized agencies as accepted by GMDC. Any other instrument and equipment required for laboratory operation shall be procured by O&M contractor.
30	Instrumentation Laboratory along with Calibrated Test Instruments & equipment	--	Contractor has to provide complete services for Cooling tower and DM water chemical analysis on daily basis for the recommendation and analysis on water chemistry.
31	Chemical Laboratory along with Calibrated Test Instruments & equipment	--	
32	Water chemistry	--	
33	Testing instruments		Instruments as handed over by OEM shall be made available to O&M contractor. All other instruments required shall be in scope of O&M contractor. Usage, upkeep, calibration, testing and maintenance of the same shall be with Contractor. Generator transformer, unit transformer, station transformer, oil testing (DG) to be done once in a year from authorized agencies as accepted by GMDC

Sr. No	Description	GMDC	O&M Operator / Contractor as Collaborator
34	Daily / Weekly / Monthly Report and MIS and Efficiency for the O&M activities		Contractor has to daily generate the MIS/ Maintenance report for the daily work carried out by them on a Mutually agreed Format and Monthly report in hard copy to the management highlighting Monthly Breakdown / Modification / Achievement / spare consumption and next month Job planning. O&M contractor has to carry out the in-house performance test of major equipment like boiler, turbine, condenser, feed water heaters, air preheaters and report the result to GMDC. Any deterioration shall be analysed and corrective actions to be implemented.
35	Lignite / water / chemical sample collection and Maintenance of sampling & analysis equipment of all the lab (GCV, Moisture, Ash & Lab equipment's)		by O&M Contractor
36	Analysis of Lignite		O&M contractor to conduct the lignite analysis from NABL accredited Laboratory accepted by GMDC in each month.
37	Online Leak Sealing		by O&M Contractor
38	Paint		by O&M Contractor
39	Physical stock verification of Lignite	By GMDC through third party agency	
40	Condenser Cleaning		O&M Contractor shall carry out the condenser cleaning whenever feasible so as to keep the condenser vacuum at optimum level.
41	STG Overhauling	Spares and services of the OEM / OEM approved service provider for the first due STG overhaul of both units.	O&M Contractor shall provide all services for the first due STG overhaul of both units. O&M contractor shall be entirely responsible for the subsequent STG overhaul
42	Capital Expenditure for Plant betterment	Identified Indicative Capital expenditure by GMDC	O&M Contractor shall supervise/assist and carry out the activities/works required to be executed for complete capital expenditure within time limit envisaged by GMDC.

Note: If O&M contractor fails to comply and discharge his obligations as per the provisions of the tender / contract, GMDC shall have right to get the work done at the sole risk and cost of O&M contractor. In such case, additional 10 % plus applicable taxes will be levied over and above the incurred expenditure.

4.10 Contractor's Obligations

During the Term, Contractor shall perform the Work as specified in this Contract. Contractor's obligations under this Contract are:

- Within 15 (fifteen) days of the receipt of award of Contract, Contractor shall, by written notice, designate a person to be known as O&M (Operation & Maintenance) In-charge who shall act as Contractor's representative, be empowered to make decisions on behalf of Contractor which are related to the implementation of this Contract. Contractor may change his representative with prior consent of the GMDC. The Contractor shall also change his representative after a written intimation by the GMDC to do so.
- The Contractor shall carry out all day-to-day Operation & Maintenance of ATPS including Scheduled Maintenance Work. Contractor shall also carry out Work related to Unexpected Findings and Unscheduled Maintenance Work. The Scheduled Maintenance Work shall correspond with the projected Scheduled Outage Plan.
- The Contractor shall provide all necessary additional personnel and Tools & Tackles (over and above those available in ATPS Stores) for Operation & Maintenance (O&M) of the Power Plant. The Contractor shall also install latest Computerized Operation & Maintenance Management System
- The Contractor shall submit to the GMDC after each major tripping of BTG/ 220kV Switchyard/Power Plant, Trip Analysis Report with a Root Cause Analysis and suggest recommendations for improvement / mitigating future unforeseen Forced Outage risks for evaluation and documentation.
- The Contractor shall submit to the GMDC after each Scheduled and Unscheduled Maintenance Outage of covered equipment, reports for evaluation and documentation.
- Included in the Contract Price are all consumables, spares (not provided by GMDC), travel, accommodation and personnel costs including all related additional expenses for Contractor's Personnel in connection with the O&M work.
- The Contractor shall depute sufficient competent & experienced staff at Power Plant including Engineers / Resident Engineers, Technicians and Workers.

- Contractor shall be responsible for obtaining all necessary approvals, permits and licenses required by the Contractor for the performance of the services and supplies under the Contract.
- The Contractor shall be responsible for obtaining all necessary approvals, permits and licenses including but not limited to any import and export licenses and any environmental licenses and/or permits.
- Contractor's Personnel performing Work at the Site shall comply with GMDC's safety, health, environmental and security measures at the Site.
- Contractor shall maintain and track database for spare parts needed for successful operation & maintenance Work.
- Contractor shall work with OEM (Original Equipment Manufacturer / Spares Supplier) to expedite delivery of parts needed for performance of the Contract. The Contractor shall always maintain the minimum level of inventory at plant stores.
- Contractor shall provide technical support, assistance and evaluation for the technical issues related to Power Plant on a real time basis, without undue delay.
- Contractor shall provide to the GMDC unhindered access to Contractor's controlled work area at all times during the Term of the Contract except in such situations when the Contractor deems that the personal and equipment safety is at risk.
- Contractor shall provide complete assistance to the GMDC in warranty claims and insurance claims and settlements.
- Contractor shall provide all labor and supervision to perform Power Plant Operation and Maintenance.
- Irrespective of the causation, the Contractor shall as soon as possible undertake the remedial actions for any Unscheduled Outage.
- Contractor shall provide all consumables and Tools in excess of what is provided by the GMDC and also provide care and custody of Spare Parts and Miscellaneous Hardware for performance of the work.
- Contractor shall return all the tools and equipment taken from GMDC, if any, after use in good and working condition (at the end of the agreement period).
- The O&M Operator/Contractor shall hand over all equipment and systems at ATPS in working condition.

- The O&M Operator/Contractor shall hand over residential quarters & labour quarters provided by GMDC in good condition at the end of agreement period.
- O&M contractor shall operate the plant in accordance with the applicable Environment norms of MoEFCC / GPCB from time to time. In order to meet the environment norms a limestone shall be used as an additive. O&M contractor shall ensure that proper limestone feeding to the boiler so as to limit the SOx emission. In case, of violation of environment norms additional penalty of 0.25 % of monthly fees will be levied.
- The Contractor shall allow access to contractor controlled work area to any third party affiliated to Government and/or GMDC, statutory authority.
- The record maintained pertaining to operation and maintenance like operational logs, operational and maintenance records, register of plant etc. shall be handed over to GMDC at the end of contract by the Contractor.
- The contractor shall be responsible for complying all the provisions of CLARA Act 1970 and Interstate Migrant Workman (Regulation of Employment & Condition of Service) Act 1979. Besides, the contractor shall comply with all the applicable labour laws and Electricity Act 2003 and directions issued from time to time as applicable to the Power Plant.

4.11 GMDC's Obligations

During the Term, GMDC shall perform its obligations specified in this document. GMDC's obligations under this Contract are:

- Within fifteen (15) days of the award of Contract, GMDC shall, by written notice, designate an GMDC Representative who shall act as GMDC's liaison with Contractor relative to this Contract, be empowered to make decisions on behalf of GMDC which are related to the implementation of this Contract, and be responsible to review, concur and approve, as required, documents (including invoices) submitted to GMDC by Contractor. GMDC may change its GMDC Representative upon delivery of written notice to Contractor.
- GMDC shall provide, without undue delay, to the Contractor unhindered access to Site at all times during the Term of the Contract except in such situations when the GMDC deems that the personal and equipment safety is at risk.
- GMDC shall pay Contractor as per the terms of the Contract.

- The GMDC shall allow the Contractor for using of available Site facilities such as (i) GMDC's Workshop facilities, Office space and (ii) Special Tools, turbine hall overhead crane for the performance of the Work at no cost to the Contractor.
- GMDC shall provide at no cost to Contractor following consumables required for carrying out the Work: fuel(lignite, lime stone & secondary fuel) and sea water.
- GMDC will assist in obtaining all necessary approvals, permits and licenses including but not limited to any import and export licenses and any environmental licenses and/or permits.
- The GMDC shall allow the Contractor to modify Unit / Plant equipment in agreement with the GMDC in order to assure and/or increase the Performance/ Availability Factor during Plant / Unit shutdowns.
- The Spare Parts and the Miscellaneous Hardware available with the GMDC in the Stores shall be available to Contractor.
- GMDC shall hand over Spare Parts (available in Plant Stores) to Contractor. Contractor shall keep care, custody and control of the Spare Parts until the end of the Term and store the Spare Parts in accordance with OEM recommendations.

4.12 Contract Price

The Contract Price shall be as specified in the Contract Agreement.

4.13 Terms of Payment

The Contract Price shall be paid as per Terms and Procedures of Payment.

4.14 Taxes and Duties

4.14.1 Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor, its Sub-Contractors or their employees by all Municipal, State or National Government authorities in connection with the O&M Contract except Goods and Service Tax on O&M Services.

4.14.2 All taxes, duties and levies on works contract except Goods and Service Tax on Contract price, if any, shall be to the Contractor's account and no separate claim in this regard will be entertained by the GMDC.

4.14.3 Tax shall be deducted from bills as per prevailing statute and relevant certificates shall

be furnished so as to enable the Contractor to take necessary tax credits.

4.14.4 All direct taxes (e.g. income tax, corporate tax, etc) arising out of the Contract and payable as per Indian laws inclusive of any variation shall be borne by the Contractor.

4.14.5 Indirect tax such as GST will be paid/adjusted/reimbursed to the Contractor as per prevailing rates and rules to the extent directly related to the O & M Services subject to production of documentary proof and uploading of invoices on GSTN Portal. The contractor will mention the GST amount separately in the invoice/bill along with SAC/HSN Code under GST.

4.15 Copyright

The copyright of material containing data and information furnished by the GMDC to the Contractor shall remain with the GMDC.

4.16 Confidentiality and Publications

4.16.1 Confidential Information

Drawings, documents and any other information, whether in writing or not, made available to the GMDC by the Contractor in connection with the Contract shall be treated as confidential also after termination or expiry of the Contract and shall not be made available to third parties without the prior written approval of the Contractor or used by the GMDC other than for the purpose of fulfilling its obligations under the Contract.

This obligation shall not apply to information which

1. is public knowledge at the date of receipt or thereafter becomes public knowledge without breach of this confidentiality undertaking or
2. is already in the possession of GMDC at the date of receipt or has thereafter been legally obtained from others or
3. is independently developed by GMDC or by its employees who had no access to the information received hereunder.
4. is reasonably requested by lenders to the Project, the advisors, the insurers provided that these parties are bound to confidentiality obligations same as under this Article

4.16.2 Disclosure Pursuant to Government Order

When requested by a Competent Authority GMDC may disclose such proprietary information to such Competent Authority or a competent authority of other country provided that prior to making any such disclosure, GMDC shall:

1. provide Contractor, to the extent possible, with timely written notice of the proprietary information requested and what GMDC intends to disclose;
2. minimize the amount of proprietary information to be provided consonant with the interests of Contractor and its suppliers and the requirements of the Competent Authority or competent authority involved; and
3. make every reasonable effort (which shall include participation by Contractor in discussions with the Competent Authority or competent authority involved) to secure confidential treatment and minimization of the proprietary information to be provided.

4.16.3 Publications

The Contractor shall be entitled to issue and / or allow third parties to issue publications relating to the Contract.

4.17 Representatives

4.17.1 GMDC's Representative

The GMDC shall appoint and notify the Contractor in writing of the name of the Representative. The Representative shall represent and act on behalf of the GMDC at all times during the execution of the Contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Representative.

All notices, instructions, information and other communications given by the Contractor to the GMDC under the Contract shall be given to the Representative.

4.17.2 Contractor's Representative

4.17.2.1 The Contractor shall appoint the Contractor's Representative and shall request the GMDC in writing along with CV of representative to approve the person so appointed. If the GMDC makes no objection to the appointment within fourteen (14) days, the Contractor's Representative shall be deemed to have been approved. If the GMDC objects to the appointment within fourteen (14) days giving the reason thereof, then the Contractor shall appoint a replacement within fourteen (14) days of such objection.

4.17.2.2 The Contractor's Representative shall represent and act for the Contractor at all times during the execution of the Contract and shall give to the GMDC's representative all the Contractor's notices, instructions, information and all other communications under the Contract.

4.18 Work Program**4.18.1 Contractor's Organization**

The Contractor shall submit to the GMDC a chart showing the proposed organization to be established by the Contractor for carrying out work. The chart shall include the identities of the key personnel together with the curricula vitae of such key personnel to be employed within 15 (fifteen) days of the receipt of award of Contract. The Contractor shall promptly inform the GMDC in writing of any revision or alteration of such an organization chart.

4.19 Subcontracting

4.19.1 The Contractor shall prepare a list of Sub-Contractors for all services. The Contractor may from time to time propose any addition to or deletion from any such list. The Contractor shall submit any such list or any modification thereto to the GMDC for its approval in sufficient time so as not to impede the progress of work on the Facilities. Such approval by the GMDC for any of the Sub-Contractors shall not relieve the Contractor from any of its obligations, duties or responsibilities under the Contract.

4.20 Indemnification**4.20.1 Contractor's Indemnity**

Contractor shall fully indemnify, save harmless and defend GMDC, its Affiliates, GMDC's shareholders, the GMDC's Representative and the directors, agents and employees of each of them (the "GMDC Indemnified Parties") from and against any and all losses, costs, damages, injuries, liabilities, claims and causes of action, penalties and interests, including attorney's fee and court costs arising out of or resulting from claims by third parties arising out of or related to the performance of Contractor obligations pursuant to this Contract including any damage to or destruction of third party property or death of or bodily injury to, any person (collectively referred to as the "Damages") to the extent caused by negligence, strict liability, intentional act or omission of Contractor, Contractor Subcontractors' or its employees in the performance of the Work under this Contract, provided that the foregoing obligations shall not apply to the extent the GMDC Indemnified parties are contributory negligent or to the extent such damages are caused by the acts or omissions of the GMDC Indemnified Parties and or GMDC' subcontractors. Notwithstanding, in no event shall this indemnity provision apply to any claim by a customer of the GMDC for voltage or frequency fluctuation or service interruption of any kind or for

failure of GMDC to provide power or capacity under any contract.

4.20.2 GMDC's Indemnity

GMDC shall fully indemnify, save harmless and defend Contractor, Contractor's shareholders, the Contractor's Representative and the directors, agents and employees of each of them (the "Contractor Indemnified Parties") from and against any and all losses, costs, damages, injuries, liabilities, claims and causes of action, penalties and interests, including attorney's fee and court costs arising out of or resulting from claims by third parties arising out of or related to the GMDC obligations pursuant to this Contract including any damage to or destruction of third party property or death of or bodily injury to, any person (collectively referred to as the "Damages") to the extent caused by negligence, strict liability, intentional act or omission of GMDC, GMDC's sub-contractors' or its employees under this Contract provided that the foregoing obligations shall not apply to the extent the Contractor Indemnified parties are contributory negligent or to the extent such damages are caused by the acts or omissions of the Contractor Indemnified Parties and or Contractor' Subcontractors.

4.21 Limitation of Liability

4.21.1 Notwithstanding any other provisions, except in cases of criminal negligence or willful misconduct,

- a. Whether express or implied, in no event, whether as a result of breach of contract, warranty, indemnity, tort (including negligence) strict liability or otherwise, shall either Party be liable to the other for loss of contract, loss of profit or revenue, loss of use, loss of data or information, loss of power, cost of fuel, cost of replacement power, increased cost of operation and cost of capital or for any indirect, special, collateral or consequential damages. For avoidance of doubt this provision will not limit Contractor's obligation to pay the Liquidated Damages.
- b. the aggregate liability of the Contractor to the GMDC, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the GMDC with respect to patent infringement.

4.22 Obligation to mitigate damage

Either Party shall be obliged to use reasonable endeavors to mitigate any damage for which the other Party is responsible under or in connection with this Contract.

4.23 Care of Facilities

4.23.1 The Contractor shall be responsible for the care and custody of the facilities or any part thereof during the complete tenure of the O&M contract.

4.24 Loss or Damage to Property; Accident or Injury to Workers Indemnification

4.24.1 The Contractor shall indemnify and hold harmless the GMDC and its employees and officers from and against any and or administrative proceedings, claims, demands, losses, all suits, actions damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, in respect of the death or injury of any person or loss of or damage to any property, arising in connection with the O&M of the Facilities and by reason of the negligence of the Contractor or its Sub-Contractors, or their employees, officers or agents, except any injury, death or property damage caused by the negligence of the GMDC, its Contractors, employees, officers or agents.

4.24.2 No indemnity or hold harmless provision of this Contract shall apply if loss or damage to any property, or injury to or death of persons, is due to gross negligence or willful misconduct.

4.25 Insurance

4.25.1 The GMDC shall cater to the insurances with respect to the equipment and the power plant. This includes the third party liability insurance.

4.25.2 The Contractor shall at its expense take out and maintain in full force and effect all kind of insurance policies applicable to this O & M contract.

4.25.3 The insurance coverage shall be at the usual levels in the ordinary course of business.

4.25.4 Contractor shall provide to GMDC certificates or other evidence of such coverage upon request.

4.25.5 The Contractor shall ensure that, where applicable, its Sub-Contractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Sub-Contractors are covered by the policies taken out by the Contractor.

4.25.6 If the Contractor fails to take out and/or maintain in effect the insurances and in the event of loss, the GMDC shall recover the amount of loss from any dues from the contractor.

4.26 Change in Laws and Regulations

4.26.1 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.

4.27 Force Majeure

4.27.1 Force majeure is herein defined as any cause which is beyond the control of the contractor 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:

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

4.27.2 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.

4.27.3 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 the 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.

4.27.4 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.

4.27.5 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.

4.28 Review of contract

GMDC shall review the O&M contract at the end of every 5(five) years from the Contract Effective Date and the GMDC shall have the option of terminating the Agreement by giving the Contractor a notice of termination of 90 (ninety) days.

4.29 Request for Changes

GMDC or Contractor may request changes within the scope of the Work and, if accepted by the other Party, the price, scope of work, schedule, and other pertinent provisions of the Contract shall be adjusted and documented in a written "Change Order" prior to the implementation of the Change. Change Orders are effective only when signed by both Parties.

4.30 Termination

The GMDC shall without prejudice to any of its rights and remedies under the Contract terminate the Contract or part thereof as mentioned below.

4.30.1 Termination for GMDC's Convenience

4.30.1.1 The GMDC shall be entitled to terminate the Contract at the GMDC's convenience, for any reason, at any time by giving a written 90 (ninety) days' notice of termination to the Contractor. Such notice of termination shall specify the extent to which the performance of Work under the Contract is terminated. Upon receipt of such notice, the Contractor shall proceed as follows:

- (i) cease all further work to the extent specified in the notice, except for such work as may be necessary and instructed by the GMDC for the purpose of making safe or protecting those parts of Plant including Work already executed, and any Work required for leaving the Site in a clean and safe condition;
- (ii) stop all further sub-contracting or purchasing activity and terminate the Sub-contracts related to the work terminated;
- (iii) handover all documents, equipment, material, spares and other documents relating to the equipment in Power Plant prepared by the Contractor or procured from Subcontractor for this Contract and paid for by the GMDC ;

- (iv) remove all Contractor's equipment, which is on Site and repatriate all its staff and labor from the Site.
- (v) hand over all the GMDC's equipment, tools and other facilities given by the GMDC to Contractor.

4.30.1.2 After termination by GMDC for convenience, Parties shall determine the work done and the GMDC shall pay the Contractor:

- (a) for any Work done as per provisions under the Contract;
- (b) any amounts to be paid by the Contractor to its Sub-Contractors in connection with the termination of any subcontracts, including any cancellation charges.

4.30.1.3 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.

4.30.2 Termination for Contractor's Default

4.30.2.1 The GMDC, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefore to the Contractor:

- a) if the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt.
- b) if the Contractor assigns or transfers the Contract or any right or interest therein in violation of the provision of GCC.
- c) if the Contractor, in the judgment of the GMDC has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) If the Contractor has abandoned the Contract.
- e) If the Contractor has without valid reason failed to commence work on the Facilities promptly or has suspended the progress of Contract performance for more than seven (7) days after receiving a written instruction from the GMDC to proceed
- f) If the Contractor persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause

g) If the Contractor refuses or is unable to provide sufficient materials, services or labor to execute the contract

then the Employer may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the Employer may terminate the Contract forthwith by giving a notice of termination to the Contractor. Upon such termination, Contractor shall proceed as mentioned under sub-clause pertaining to Termination for GMDC's convenience.

4.30.3 Termination by Contractor

4.30.3.1 If the GMDC has failed to pay the Contractor any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause or makes substantial breach of the Contract, the Contractor may give a notice to the GMDC that requires payment of such sum, requires approval of such invoice or supporting documents or regarding any default or breach by the GMDC. If the GMDC fails to pay such sum, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, or fails to remedy the breach within 30 days of such notice or the Contractor is unable to carry out its obligations under the Contract due to reasons attributable to GMDC then the Contractor may give a notice to the GMDC thereof, and if the GMDC has failed to pay the outstanding sum, to approve the invoice or supporting documents, to give its reasons for withholding such approval, or Contractor is still unable to carry out its obligations under the Contract for reasons attributable to GMDC, within ninety (90) days of such notice, the Contractor may by a further notice to the GMDC terminate the Contract.

In such case,

- (i) the Contract shall cease all further work to the extent specified in the notice,
- (ii) stop all further sub-contracting or purchasing activity and terminate the Sub-contracts related to the work terminated;
- (iii) remove all Contractor's equipment, which is on Site and repatriate all its staff and labor from the Site.
- (iv) Hand over all the GMDC's equipment, tools and other facilities given by the GMDC to Contractor.

The GMDC shall pay the Contractor the amount as specified under the sub-clause pertaining to Termination for GMDC's convenience.

4.31 Delivery, title, risk of loss and transportation

The Contractor shall, at its own cost

- a) Arrange to unload from the carrier and deliver the Spare Parts and/or Miscellaneous Hardware and/or component thereof to the Site,
- b) bear all risks of loss or damage to the Spare Parts and/or Miscellaneous Hardware and/or component/consumables thereof until such time as they have been installed.

4.32 Warranties

4.32.1 Contractor warrants that the O&M services performed and work done by or on account of Contractor shall be free from defects. Contractor warrants for each item of services provided hereunder that:

- a) the services of its personnel shall be competent and consistent with Prudent Industry Practices, and
- b) the technical information, reports, analyses and recommendations transmitted by Contractor in connection therewith shall be competent and consistent with Prudent Industry Practices.

4.32.2 The warranties on services shall be for one (1) year after

- a) the termination of the Contract; or
- b) the conclusion of the Term, whichever is earlier.

4.33 Intellectual property right

4.33.1 Infringements

In performing its obligations under the Contract, Contractor shall not use in connection with the performance of the Work, any material, equipment, methods, processes, systems or service that involve the use of any confidential information, intellectual property or proprietary rights that Contractor does not have the right to use or incorporate.

4.34 Compliance with laws

4.34.1 General

Contractor shall ensure that the services comply in all respects with the Applicable Laws during the Term of the Contract.

4.35 Labour Laws

- a) The Bidder shall furnish valid Employee Provident Fund (EPF) code number together with supporting relevant document duly notarized by notary public to this effect along with Performance Security.
- b) The successful Bidder shall obtain license under Contract Labour (R&A) Act 1970 read with rules framed there under and furnish the same to GMDC within fourteen 15 (fifteen) days from the acceptance of Award of Contract failing which the Award of Contract shall be cancelled / terminated without any further notice and their bid security shall be forfeited.
- c) The Bidder shall ensure payment of minimum wages as per labour laws.

4.36 Miscellaneous**4.36.1 Assignment**

4.36.1.1 The Contractor shall not, without the prior written consent of the GMDC, which shall not be unreasonably withheld, assign to any person any benefit of or obligation under the Contract in whole or in part.

4.36.1.2 In the event of such assignment, the obligations, duty or responsibility of the Contractor under the Contract shall continue and it shall be responsible for the Scope of Work in accordance to the terms and conditions of the Contract.

4.36.1.3 Contractor shall be responsible for all works, acts, omissions and defaults of the assignee to whom the obligations are assigned, as if they were work, acts, omissions or defaults of the Contractor.

4.36.1.4 Nevertheless Contractor shall ensure that the assignee to whom the obligations are assigned shall be bound by the terms and conditions of the Contract and shall observe the same.

4.36.1.5 Any such assignment by the Contractor shall not relieve them from any obligations, duty or responsibility under the Contract and they shall be responsible for the execution and due performance of the Agreement.

4.36.1.6 Any purported assignment without such prior written consent shall be null and void, without prejudice to any other rights under the Contract.

4.36.2 Amendments

4.36.2.1 The Parties may by mutual agreement add, amend, modify or cancel part of the scope of Work under this Contract including the changes necessary in the price, performance,

warranties and other relevant provisions.

4.36.2.2 No change, amendment, addition, cancellation or modification of this Contract shall be valid or binding upon the Parties hereto unless such change, amendment or modification shall be in writing and duly executed by both Parties hereto.

5.0 SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) shall supplement / amend the General Conditions of Contract (GCC). Wherever there is a conflict, the provisions in SCC shall prevail over those in the GCC.

5.1 Definitions

Name of GMDC:

Gujarat Mineral Development Corporation Limited

Address of GMDC:

Khanij Bhavan, 132, Ft. Ring Road, Near University Ground,
Vastrapur, Ahmedabad - 380 052, India

Address of Project:

Akrimota Thermal Power Station

Village NaniChher, Taluka Lakhpat, District Kutch, Gujarat, India

5.2 General

- 5.2.1 The Special Conditions of the Contract shall be read in conjunction with the General Conditions of Contract (GCC), other sections of bid documents and any other documents forming part of this Contract wherever the context so requires.
- 5.2.2 Where any portion of the Special Conditions of Contract is at variance with any provisions of the GCC then unless a different intention appears, the provision of the Special Conditions of Contract (SCC) shall be deemed to override the provisions of the GCC only to the extent that such variations in the SCC are not possible of being reconciled with the provisions of GCC.
- 5.2.3 Wherever it is stated anywhere in this bidding document that such work has to be carried out, it shall be understood that the same shall be effected / carried out by the Contractor at their own cost, unless a different intention is specifically stated herein or otherwise explicit from the context.
- 5.2.4 In the case of any discrepancy, defective description, errors, omissions or ambiguity between or in any of the contract documents the Contractor shall promptly submit the matter in writing to the GMDC's representative who shall within a reasonable time address the same in writing. In all such cases the Contractor shall promptly proceed in

accordance with the instructions given by the GMDC's representative.

- 5.2.5 The workmanship shall satisfy the relevant Indian and International Standards and prudent industry practices.

5.3 Joint Operation & Maintenance

After accepting letter of award and reporting at site, the O&M Contractor/Operator shall jointly operate and maintain the power plant with GMDC for a fixed period of 30 days. In this duration, the contractor shall acquaint himself with all aspects of power plant. During this period, the Contractor shall carry out overall planning and scheduling required for O&M.

No payment shall be made by the GMDC during this joint operation & maintenance period of 30 days. Guarantees, penalties and incentives are also not applicable during this joint operation & maintenance period of 30 days.

5.4 Effective Date

Effective Date shall be after the end of 30 (thirty) days period of joint operation & maintenance from which the Contractor shall takeover the plant from the GMDC and start operating and maintaining it on their own and would be bound by the guaranteed performance parameters. Payments under the Contract shall be applicable from the Effective Date.

5.5 Human Resources

GMDC is having the following technical staff :

1. Assistant Engineers- 40
2. Junior Engineers- 45
3. Technician – 18

GMDC has appointed the abovementioned staff for power project and GMDC is having only one power project, therefore it is desired that approx 80% of total available manpower should be taken by the O & M contractor on deputation and decision in this regard will be taken jointly by GMDC and O & M Contractor; The Gross salary paid to them plus tax as per applicable rate will be recovered from the RA bills of the contractor. At present the gross salary includes the following:

1. Basic
2. Dearness Allowance
3. Field Allowance

4. Washing Allowance
5. Canteen Subsidy
6. Special Allowance

It may be clarified that increment, revision in salary etc will be paid as per GMDC's rules and contractor's liability will be limited to Gross salary of the employee. Hence it is the responsibility of the bidder to understand the salary structure of GMDC and assess the future liability while quoting the rates. Employer's contribution towards PF, gratuity, leave encashment, medical, and other welfare facilities will be borne by GMDC. They will be eligible for leave and other benefits as per GMDC's rules.

During joint operation period of 30 days, the Operator/Contractor shall interact with the GMDC's technical manpower at ATPS. From the Effective Date, salary of the technical manpower of GMDC provided to the contractor shall be reimbursed by the contractor to GMDC.. O&M contractor needs to bring the sufficient manpower in addition to the man power provided by GMDC for the O&M of the power plant.

5.6 Capital Expenditure

GMDC have identified works in the Capital Expenditure and may be executed within first one and half year of the contract. Following procedure will be followed for the identified capital expenditure work.

- a) GMDC will procure spares and services from OEM or OEM approved service provider for the identified work to be carried out. However, quotation, preparation of work order and execution of job in all respect shall be done by O&M contractor. All the follow up like delivery, short supply, damaged report, replacement, performance test with OEM or OEM approved service provider shall be in the scope of O&M contractor.
- b) O&M Contractor shall try to complete the identified major work within first 18 months in all respect (means spare and service procurement, installation, successful commissioning, successful testing).
- c) Identified repairing, overhauling modification work is final and frozen.
- d) O&M contractor is fully responsible for execution and supervision of identified work.
- e) Necessary statutory approval for any work is to be taken from competent authority by O&M contractor.
- f) O&M contractor shall have to take care of available spares and consumables in the store of GMDC and utilize the same in identified work keeping minimum inventory

for smooth functioning of ATPS.

- g) O&M contractor shall have to make entry of procured item at ATPS main gate, ATPS store, inspection of procured item by GMDC officials, installation and testing witness by GMDC employee. All the above evidences to be submitted with invoice in all respect.

5.7 Submissions

The operator shall submit the daily report to the GMDC's representative in an agreed format.

The operator shall submit the plant performance report to the GMDC at the end of each month along with the copies of invoices. The plant performance report shall contain following:

1. Summary of major O&M activities and safety related issues
2. Trip Analysis Report with root cause analysis
3. Summary of all Scheduled / Unscheduled maintenance outages
4. Summary of any untoward incidents such as accident, etc. (as per format in **Annexure5 - Accident Report**)
5. Details of plant manpower, spares, consumables & lubricants
6. Plant performance parameters - PAF, SHR, SFOC, Auxiliary Power Consumption, DM Water Consumption, Raw Water Consumption, Lignite Consumption, Limestone Consumption etc. Deviations from the guaranteed parameters and reasons for the same.
7. Daily data for the Environment (SPM, SOx, NOx, Effluent Discharge etc.)
8. Progress of the work under execution
9. Plans for the next month

Any other information required by the GMDC.

5.8 PPA

Power Purchase Agreement (PPA) has been signed between Gujarat Electricity Board (GEB)–now Gujarat Urja Vikas Nigam Limited (GUVNL) & Gujarat Mineral Development Corporation Limited (GMDC) on 19th February 2000 and amendments thereafter.

The PPA remains in force up to and inclusive of 30th anniversary of the Commercial Operation of the Generating Station

5.9 Lignite

GCV: = > 2,500 kcal/kg

Moisture Content: up to 40%

Ash content up to 25%

O&M contractor's concern shall be limited up to availability of lignite as per parameter limit specified in agreement which will be arranged by GMDC.

5.10 Lime stone

Source: GMDC

5.11 Joint Sampling

The GMDC and the Contractor shall conduct joint sampling of Lignite for arriving at parameters such as GCV, moisture content & ash content.

5.12 Inventories

Inventories available in the plant shall be handed over free of cost to the appointed O&M contractor as per the provisions of GCC. The list of inventories is as per **Annexure- 6** (to be downloaded from Website). The inventories may increase / decrease due to procurement / utilization.

5.13 Performance Targets for the Operator

The operator needs to achieve following performance target parameters in order to claim the full monthly payment as per the contract.

Target Performance Parameters:

Performance Parameters	Performance Targets for initial 18 months from effective date of O&M Contract	Performance Targets post completion of 18 months from effective date of O&M Contract
Station Heat Rate (SHR)	2750kCal/ kWh	2496kCal/ kWh
Plant Availability Factor (PAF)	58%	75%
Auxiliary Power Consumption (APC)	15%	11%

Performance Parameters	Performance Targets for initial 18 months from effective date of O&M Contract	Performance Targets post completion of 18 months from effective date of O&M Contract
Secondary Fuel Oil Consumption (SFOC)	1.5 ml/ kWh	3.5 ml/ kWh

Here, Progressive Plant Availability or PAF = $(\Sigma A / \Sigma C) \times 100$

Where ΣA represents the sum of actual availability 'A' in kWh for each settlement period from the beginning of the year up to the last day of the month under consideration as certified in the State Energy Account (SEA) by State Load Dispatchcentre (SLDC) and ΣC represents the sum of nominal base load capacity in kWh for each settlement period for the corresponding period.

In case, performance parameters get revised on account of revision of PPA with GUVNL, the new performance parameters will be binding on O&M Operator. In that case, incentive and penalty mechanism would also undergo a change.

5.14 Outage Duration

The Contractor shall be allowed to take maximum shut down of 30 days per unit per annum. In no case the shutdown of two units shall be taken together. This shut down period shall be utilized by Contractor for scheduled maintenance as well as for performance improvement of the power plant.

In case, shutdown duration needs to be extended for carrying out any O&M / modification / up-gradation work post implementation of initially identified capital expenditure, same shall be mutually discussed and modalities shall be agreed. GMDC will scrutinize the request of the O&M operator and after due considerations provide its decision. GMDC's decision shall be final and binding to the O&M Operator.

5.15 Incentives

On exceeding the target PAF as mentioned in plant performance parameters, the operator shall be entitled for incentive. The incentive amount shall be shared equally between GMDC & O&M Operator on financial yearly basis. The incentive amount shall be same which is considered by GUVNL under the PPA and received to GMDC.

5.16 Liquidated Damages (LD)

Failure to meet the target plant performance parameters shall attract Liquidated Damages (LD).

The LD on a yearly basis would be applied as follows:

1. APC: In case of Auxiliary consumption is more than target performance parameter the operator shall pay a disallowance charge of Rs.1 (one rupee)/unit for units lost over and above targeted APC
2. SHR: In case of inefficient operation of the plant leading to the increase in SHR above the target performance parameter, the additional fuel cost (on account of higher SHR) shall be borne 100% by the O&M Operator (suitable factors applicable in case of change in moisture content)
3. SFOC: In case of inefficient operation of the plant leading to the increase in SFOC above the target performance parameter, the additional secondary fuel oil cost (on account of higher SFOC) shall be borne 100% by the O&M Operator

The liquidated damages shall be deducted from the RA bill raised by the O&M Operator.

In case of violation of environment norms noticed due to the contractor's fault and of repeated nature, 0.25 % of monthly payment will be deducted.

5.17 Maximum Aggregate Liability - LDs

The total liquidated damages of the O&M Operator/Contractor in any operating year shall be 15% of annual contract price for relevant financial year.

No LD will be deducted up to 31st March, 2020. From next financial year onwards LD will be deducted as per terms and conditions of tender..

This excludes penalty on account of Environment violation and Unscheduled Interchange charges which is over and above the Maximum Aggregate Liability towards liquidated damages.

5.18 Loss due to negligence

Any loss due to the negligence of the contractor on account of -

1. Faulty operation procedure or
2. Improper maintenance activity or
3. Use of sub-standard spares/consumables,

leading to any kind of liability towards the GMDC or any third party shall be borne by the contractor entirety and the GMDC shall not be held liable for any such loss.

5.19 Unscheduled Interchange (UI) Charges

In case the Operator is unable to meet the schedules informed to Load Dispatch Centre (LDC), then UI penalty shall be borne by the Operator and the GMDC shall bear no liability for it. 100% of these UI penalties shall be adjusted against the yearly payments to the Operator.

However in case of UI incentive, the amount received shall be shared 75:25 between GMDC and Operator.

Here, Unscheduled Interchange or UI means, any difference between the total quantity of active energy scheduled and the quantity of active energy sent out in any settlement period.

5.20 Unscheduled Outage Coverage

If the Unscheduled Outage is caused solely by the failure of a service provided by Contractor failing to conform to the Service Guarantee & Warranty set forth in the Contract, Contractor shall, without prejudice to the obligations under Guarantee & Warranty, as contribution towards such Unscheduled Outage, pay GMDC (within thirty (30) Days following receipt of an invoice therefore) the lesser of

- (i) GMDC's property damage insurance deductible (in the event of insurance claim),
or
- (ii) The direct costs to GMDC associated with the Unscheduled Outage. In the event of an Unscheduled Outage, Contractor agrees to take prompt action(s) to minimize downtime.

Procedure

- a) Upon occurrence of an Unscheduled Outage, the Contractor shall investigate the cause of such Unscheduled Outage and shall send a preliminary report to GMDC. The Contractor shall carry on the work as laid out in such report.
- b) Upon discovery of an Unexpected Finding, Contractor shall give immediate notice to GMDC and Contractor's services personnel engaged in the performance of the current Scheduled Outage shall investigate the cause of such Unexpected Finding and shall send a preliminary report necessary to rectify such Unexpected Finding.

Contractor shall carry on the work as laid out in such report as an Unscheduled Outage.

5.21 Billing and Payment

- 5.21.1 The annual Contract Price would be paid in 12 (twelve) equal monthly installments.
- 5.21.2 The Contractor would raise an invoice after completion of the month (i.e. 1st day of next month). The payment would be made by GMDC within 30 (thirty) days from the date of receipt of requisite set of documents and contractor has fulfilled its obligation as per terms and conditions of the contract.
- 5.21.3 The proforma of the monthly invoice and the documents and details to accompany invoices shall be mutually discussed and agreed to by the two parties.
- 5.21.4 Contractor shall furnish GMDC invoices indicating the amount being invoiced, as adjusted per Escalation Factor at the time of such invoice. Invoices rendered and all payments falling due to this Contract shall indicate the payable amount in INR according to the Payment terms.
- 5.21.5 Contractor shall invoice GMDC, in triplicate, within ten (10) calendar days, the monthly invoice / milestone invoices / as mutually agreed terms of payments, with relevant supporting documents for payment pursuant to the Contract. If the invoice is not accompanied by the supporting documents or if the invoice amount is disputed for any reason then the amount of the invoice will not be paid until the discrepancy is resolved.
- 5.21.6 Monthly payment to the O&M Contractor will be made on the basis of progressive PAF. The monthly payment shall be made using formula as under:
For Initial 18 Months: $(\text{Monthly Payment} \times \text{Achieved Progressive PAF} / 58)$
Afterwards: $(\text{Monthly Payment} \times \text{Achieved Progressive PAF} / 75)$
Yearly payment will not be more than the O&M charges for the respective financial year.
- 5.21.7 GMDC shall be entitled to withhold payment, if any of Contractor's invoices do not include the supporting documentation required by GMDC and only shall be released after getting proper supporting documents from the Contractor. No interest shall be payable by GMDC on any delayed / disputed payments.
- 5.21.8 Contractor shall furnish details concerning the description of the work performed and any further substantiation as GMDC may reasonably require. Such amounts as are due to be payable to the Contractor, will be payable within thirty (30) calendar days

after providing desired documents.

- 5.21.9 Invoices shall be endorsed with the Contract title and shall be submitted in triplicate one original and shall be forwarded to the GMDC / GMDC's representatives.
- 5.21.10 Payments made by GMDC shall not preclude the right of GMDC to thereafter dispute any items invoiced.
- 5.21.11 All payments to Contractor shall be made through electronic transfer to the account of the Contractor as mentioned in Contractor's respective invoice or such other depository as Contractor shall designate by written notice to GMDC. Disputed amount shall be withheld by the GMDC, Payment shall be deemed accomplished upon credit on Contractor's appointed bank account.
- 5.21.12 GMDC reserves the right to hold any disputed amount from the amount payable to the contractor and no interest will be payable on that amount.
- 5.21.12 Notwithstanding the foregoing, GMDC shall have the right to:
- a) Audit and request further verification of any invoice of Contractor for a period of two (2) years following payment thereof; however, if the Government of India or any political subdivision thereof or any public entity thereof requires that GMDC submits documents or records of Contractor, then such period shall be extended to five (5) years or longer if required by such law;
 - b) Receive from Contractor any information or documentation related to the work that GMDC might reasonably need to present, from time to time, to Government agencies or authorities.
 - c) Dispute, in good faith, any invoiced item, in which event, GMDC shall notify Contractor of the item in dispute, specifying the reason there for, and payment of the disputed item shall be withheld, without interest, until settlement of the dispute; but payment of the undisputed balance of the invoice shall be effected within the period provided for hereinabove; and
 - d) Withhold, and pay to the relevant authorities, any and all taxes required to be withheld by India's tax law.

5.22 Escalation / Price Variation

- 5.22.1 The contractor would be paid till 31st March 2021 as per the prices quoted / finalized subject to deduction as mentioned in the tender. And first escalation will be calculated from 1st April 2021 on base price.
- 5.22.2 The base price shall be kept FIRM till the completion of contract period.

5.22.3 Annual Escalation on base price shall be calculated as under:

$$(0.7WPI_n+0.3 CPI_n) \div (0.7WPI_b+0.3 CPI_b)$$

Where:

Base Year is financial year 2019-20

Base Price is the finalized price till 31st March 2021

WPI_n is Wholesale Price Index for respective year

CPI_n is Consumer Price Index for respective year

WPI_b is Wholesale Price Index for base year

CPI_b is Consumer Price Index for base year

5.23 Statutory Approvals

5.23.1 It shall be the Contractor's responsibility to renew the statutory clearance. GMDC will assist the contractor for renewal of clearances. Contractor shall ensure that all inputs including relevant information, intimations of expiry, etc. shall be maintained and shall acquire the statutory clearances as required for smooth operation of the power plant.

5.23.2 It is the responsibility of the contractor to ensure that the parameters of operations governed by the statutory norms given by various statutory boards are maintained so that any corresponding inspection does not affect certification or operation of the plant in any way. Contractor shall also ensure full co-operation to personnel from such statutory bodies who may visit the site for inspections.

5.23.3 Any changes / additions to the work required as stipulated by the statutory authorities shall be carried out by the Contractor at no additional cost to GMDC. The inspection of the works by the statutory authorities shall in no way absolve the Contractor of their responsibilities. All documentation necessary shall be submitted by the Contractor to the GMDC/authorities in this regard.

5.24 Tools and Tackles and Software

The Contractor shall be solely responsible for making available and using the tools and tackles required for executing the complete O&M at ATPS in addition to the tools and tackles handed over to the contractor by the GMDC. The Contractor shall also install the necessary software.

5.25 Pre-bid Visit to ATPS

On submission of the bid, it shall be assumed that the bidder has considered all the specifications, situations and scenarios mentioned explicitly, implicitly or not mentioned

in the bid document or in any interaction with the GMDC including and not limited to the visit to ATPS and the queries raised by the bidder. The visit to the facility shall provide an opportunity to the bidder to take a stock of the plant assets to get a better idea of O&M.

The GMDC holds no responsibility what so ever towards any lack of information that the bidder may feel necessary for bidding.

5.26 Quality System

The contractor shall submit the organization structure planned for execution of the contract which includes the names of team members that would be involved from their side for the execution of the project.

The contractor shall follow all such quality initiatives as per the global standards to ensure that O&M meets such standards.

Contractors shall maintain quality records of all overhauls, tests and inspections pertaining to the systems / equipment under scope of contract.

5.27 Safety

The contractor shall maintain and carry out practices for Environment, Health & Safety (EHS) as per the prudent Industry practices and statutory norms.

5.28 Material Supply

The procurement and supply of spares & consumables as required for the smooth O&M of the plant under this contract shall be entirely Contractor's responsibility.

5.29 Environmental Compliance

GMDC acknowledges that the performance of Work on Site may involve the generation of Waste and Regulated Waste. GMDC shall designate a waste storage facility at the Site where waste containers are to be placed by Contractor. GMDC shall be responsible for disposal of all Waste and Regulated Waste generated by Contractor during the execution of the Work. Contractor's responsibility or liability with regards to Waste and Regulated Waste shall be limited to the Work during the Term of the Contract in compliance with Indian Environmental Regulations including Gujarat Pollution Control Board Regulations as applicable.

5.30 Toxic Material

- 5.30.1 Contractor represents that he is qualified and equipped to efficiently handle contaminative or toxic or Hazardous Material as recommended by OEM (hereinafter "Toxic Material"). Prior to commencement of the Work GMDC shall certify by written notice to Contractor that the work area, which in particular includes the ambient air of such area, associated with the Work is free of Other Toxic Material.
- 5.30.2 In the event that during execution of the Work, Other Toxic Material shall be identified not brought by the Contractor, then Contractor shall be entitled to suspend work in affected areas with prior notice to GMDC and GMDC shall, at its expense, order removal and final disposal of such Other Toxic Material. Should the removal or disposal of such Other Toxic Materials still affect the cost or time of performance of Contractor's Work, then Contractor shall be entitled to an equitable adjustment in schedule, price and other pertinent provisions of the Contract.
- 5.30.3 At the end of the Work, Contractor shall certify by written notice to GMDC that the work area is free of any of the Toxic Material brought by the Contractor.

5.31 Disposal of Wastes

The contractor shall ensure the disposal of wastes (except ash) generated during the O&M of the power plant is properly and responsibly disposed off as required by the environmental agencies.

Any scrap generated inside the plant premises shall be collected and handed over to the GMDC for disposal on a quarterly basis. GMDC shall be the sole GMDC of any such scrap.

5.32 Facilities for Contractor inside Plant Premises

Contractor shall be handed over all the facilities of the plant including the workshop, stores, administrative building for the entire duration of the contract. Residential Accommodation for Contractor's staff and workers shall be provided on a chargeable basis in plant colony / labour colony as per availability and existing norms.

Plant Guest House shall be provided for short stay of Contractor's Officials on a chargeable basis as per availability and existing norms.

Residential accommodation (plant colony & labour colony) and Plant Guest House shall be maintained by GMDC.

5.33 Co-ordination Responsibilities of Contractor towards other Agencies

The Contractor's responsibility covers the coordination of all the works involved and the expenses of site mobilisation and demobilisation including clearing activities. The quoted prices are deemed to have appropriately catered for these and no separate claim whatsoever shall be entertained.

5.34 Other Conditions

The site in charge of O&M contractor shall ensure following:

1. Spares & consumables to be used for O&M conform to the required standards
2. Tools and Tackles are in good condition
3. All equipment are in healthy condition

6.0 TECHNICAL SPECIFICATIONS (TS)

6.1 Salient features of the Power plant

- a) The plant has all facilities required for operation & maintenance
- b) The plant has a chemical lab for conducting routine tests on fuel & water samples
- c) The plant has a workshop required for carrying out in-house minor maintenance activities
- d) The plant has a sea water intake system which meets complete plant water requirement
- e) There is a residential colony for plant staff having four types of quarters (A, B, C & D). There is also a Guest House facility for plant visitors and residential quarters(labour colony) for outsourced agencies' workers
- f) The plant has round the clock security arrangement. Since close to international border, there are BSF check posts along the periphery of the plant
- g) Units 1 & 2 are controlled from central control room
- h) There is a separate stack for each unit
- i) Cooling Towers are of induced draft type
- j) Power generated from the station is evacuated at 220kV level using following outgoing transmission lines:
 1. Nakhatarana#1,
 2. Nakhatarana#2,
 3. Panandhro#1
 4. Panandhro#2
- k) 220kV Switchyard has Main Bus-1 & Main Bus-2 system
- l) Following are the equipment makes (used in Power Station):
DCS: ABB (Symphony Harmony)
Switchgear: Siemens

6.2 Major areas in the plant boundary

- a) Boiler-Turbine-Generator (BTG) Area & Control Room
- b) Switchgear Room
- c) 220kV Sub-Station
- d) Fuel Unloading & Handling System
- e) Ash Handling System
- f) Sea Water Intake System & Pump House
- g) Water Treatment System
- h) Cooling Towers

- i) Workshop
- j) Stores
- k) Township

6.3 Brief specifications of major equipment

6.3.1 Brief Details of the Power Plant

GMDC& Address of Corporate Office	Gujarat Mineral Development Corporation Limited "Khanij Bhavan", 132 Ft. Ring Road, Near University Ground, Vastrapur,Ahmedabad-380 052, India
Power Plant Address	Akrimota Thermal Power Station Village NaniChher, Taluka Lakhpata, District Kutch, Gujarat, India
Power Plant Configuration	2x125MW
Commissioning Year	2006 - 2007
Average Rainfall	300mm
Maximum & Minimum Temperatures	45 Deg C, 8 Deg C
Nearest Airport & Railway Station	Bhuj (around 160km)
Nearest State Highway	SH-42
Nearest Sea Port	Mundra (around 200km), Kandla (around 220km)
Fuel	Lignite & Lime stone
Source of Fuel	GMDC
Source of Water	From Kori Creek through Sea Water Intake Channel
Power Evacuation	Through 220kV Transmission Lines
Type of Boiler	CFBC
Boiler Make	Alstom Power, Germany
Turbine-Generator Make	Ansaldo SPA, Italy
DCS Make	ABB
Proposed Period for O&M Outsourcing	10 Years

6.3.2 Unit Auxiliary Transformers

Make	Volt Amp Transformer Pvt. Ltd.
Rating	25,000 KVA
Type of Cooling	ONAN
No Load Voltage	HV/LV: 15,750V / 6,900V
Year of MFG	2002

6.3.3 Generator Transformers

Make	ALSTOM		
Type of Cooling	ONAN	ONAF	OFAF
Rated Power (HV/LV)	100/100	135/135	170/170
Rated Voltage at No-Load(HV/LV)	230/15.75 kV		
Type	Double Wound		

6.3.4 Steam Generator

Boiler drum design pressure	163.2 [kg/cm ² (abs)]
Steam flow at final super heater outlet	405,000 (kg/hr)
Steam pressure at final super heater outlet	140.1 [kg/cm ² (g)]
Steam temperature at final superheater outlet	538 (Deg.C)
Reheater steam flow	377,680 (kg/hr)
Steam temperature reheater outlet	537(Deg.C)
Steam temperature at reheater inlet	355(Deg.C)
Manufacturer	ALSTOM, Germany
Design code	TRD, DIN, IBR
Type of steam generator	Natural circulation
Type of superheater	Drainable
Furnace	Circulating Fluidised Bed

6.3.5 Ash Data

All at 100% BMCR

	Bed Ash	Cyclone Ash	AH hopper Ash	ESP Filter Ash
No. of discharge pipes/hoppers	2+1	-	1	28
System capacity -each (TPH)	14	-	1	49
System design capacity - each (TPH)	75	-	2	122

6.3.6 Soot Blowers

Manufacturer:	--
Blowers	ABB-ABL
Control equipment	ABB-Yakogawa or eq.
Type	Motor operated retractable/fixed

6.3.7 Generator Details

Make	Ansaldo
Type	WX21Z - 092LLT
Rated Power	170 MVA
Rated Voltage	15.75kV
Rated Frequency	50 Hz
RPM	3,000
Excitation system	Static
Generator Efficiency at rated load and power factor	98.56%
3 ϕ short circuit asymmetric peak	168kA
Cooling system:	--
No. of coolers	4
No. of sections per cooler	1

6.3.8 Plant Performance History

Parameter	UOM	FY' 15	FY' 16	FY' 17	FY' 18	FY'19 (till Nov'18)
Generation	MU	1358.76	1427.40	1392.89	1360.13	845.628
PLF	%	62.044	65.000	63.602	62.107	57.761
PAF	%	58.863	61.432	60.911	58.068	52.812
APC	%	15.112	15.311	15.588	15.603	16.913
SFOC	ml/kWh	0.974	0.622	0.323	0.628	0.726
Heat Rate	kCal/ kWh	2570.51	2714.39	2755.60	2653.15	2968.05
DM water make up	%	5.080	4.499	4.600	5.533	5.985

6.3.9 Fuel Analysis

Proximate Analysis of Lignite (As-Received Basis)

Month	% TM	% ASH	% VM	% FC	GCV (kCal / kg)
Jan-18	38.71	17.03	30.63	13.64	2939.56
Feb-18	38.14	17.90	30.05	14.00	2927.27
Mar-18	37.99	18.13	29.76	14.12	2926.20
Apr-18	37.18	19.16	29.28	14.38	2918.41
May-18	37.45	18.60	29.68	14.27	2933.87
Jun-18	36.60	19.70	29.58	14.12	2915.90
Jul-18	35.34	21.37	28.75	14.54	2900.09
Aug-18	36.17	20.78	28.28	14.77	2890.04
Sep-18	34.54	23.06	27.96	14.44	2844.08
Oct-18	32.65	24.21	28.23	14.91	2898.25
Nov-18	32.06	25.73	27.66	14.56	2835.58
Design Range	30 - 35	18 - 35	20 - 30	12 - 20	2000 - 3200

Sulphur: 3.2 % (Oct-18), 3.4 % (Nov'18)

6.3.10 Limestone Analysis

Parameter	Mar - 18	Jul - 18	Sep - 18	Dec - 18
% Total Moisture	4.00	8.10	7.24	4.25
% CaCo3 (Purity)	80.50	76.00	79.31	80.50
% MgCo3	8.60	7.20	6.44	6.75
% Acid Insoluble Particle	6.50	8.20	6.51	7.90
% Chloride	0.40	0.50	0.50	0.60

6.3.11 Raw Water Analysis

Month	Conductivity (us/cm)	pH	P-Alkalinity (ppm)	M-Alkalinity (ppm)	Ca-Hardness (ppm)	Total Hardness (ppm)	Chloride (ppm)	Sulphate (ppm)	R-Cl2 (ppm)	Turbidity (NTU)	TDS (ppm)
Jan-18	64700	8.0	14	114	1300	8300	24590	3235	0.3	215	43350
Feb-18	65400	8.0	15	115	1350	8350	24850	3270	0.2	170	43800
Mar-18	66000	8.0	15	115	1400	8400	25080	3300	0.4	230	44220
Apr-18	66200	8.0	16	116	1400	8400	25200	3310	0.5	265	44350
May-18	67100	8.0	17	118	1600	8600	25500	3355	0.4	310	44960
Jun-18	66600	8.0	16	117	1500	8600	25300	3330	0.3	215	44620
Jul-18	66500	8.0	16	118	1600	8600	25270	3325	0.5	240	44555
Aug-18	65400	8.0	15	115	1450	8500	24850	3270	0.4	365	43820
Sep-18	63800	8.0	14	114	1400	8300	24200	3190	0.5	210	42750
Oct-18	64200	8.0	14	116	1400	8400	24400	3210	0.6	200	43010
Nov-18	64000	8.0	16	115	1300	8400	24320	3200	0.5	170	42880
Dec-18	63600	8.0	15	117	1200	8300	24150	3180	0.4	145	42600

6.3.12 CW Water Analysis

Month	Conductivity (us/cm)	pH	P-Alkalinity (ppm)	M-Alkalinity (ppm)	Ca-Hardness (ppm)	Total Hardness (ppm)	Chloride (ppm)	Sulphate (ppm)	R-Cl2 (ppm)	Turbidity (NTU)	TDS (ppm)
Jan-18	92000	8.0	18	138	2300	12420	38640	4600	0.2	<10	62100
Feb-18	93200	7.9	19	140	2330	12600	39150	4660	0.1	<10	62910
Mar-18	96500	8.0	20	145	2415	13050	40530	4825	0.2	<10	65140
Apr-18	95500	8.0	18	144	2390	12900	40110	4775	0.3	<10	64500
May-18	96000	8.0	19	144	2400	12960	40320	4800	0.2	<10	64800
Jun-18	93600	8.0	17	141	2340	12650	39320	4680	0.1	<10	63180
Jul-18	95000	8.0	20	143	2375	12825	39900	4750	0.2	<10	64125
Aug-18	91500	8.0	18	138	2290	12360	38430	4575	0.3	<10	61750
Sep-18	89000	8.0	17	133	2225	12015	37380	4450	0.1	<10	60075
Oct-18	91000	8.0	17	136	2275	12285	38220	4550	0.1	<10	61425
Nov-18	85000	8.0	16	128	2125	11475	35700	4250	0.2	<10	57375
Dec-18	86000	8.0	16	129	2150	11610	36120	4300	0.2	<10	58050

6.3.13 DMWater Analysis

Month	Conductivity (us/cm)	pH	Silica (ppb)	R-Cl2 (ppm)	Turbidity (NTU)
Jan-18	0.65	6.40	< 20	Nil	< 1.0
Feb-18	0.70	6.50	< 20	Nil	< 1.0
Mar-18	0.65	6.45	< 20	Nil	< 1.0
Apr-18	0.55	6.50	< 20	Nil	< 1.0
May-18	0.85	6.50	< 20	Nil	< 1.0
Jun-18	0.60	6.50	< 20	Nil	< 1.0
Jul-18	0.80	6.55	< 20	Nil	< 1.0
Aug-18	0.75	6.60	< 20	Nil	< 1.0
Sep-18	0.60	6.50	< 20	Nil	< 1.0
Oct-18	0.65	6.45	< 20	Nil	< 1.0
Nov-18	0.70	6.50	< 20	Nil	< 1.0
Dec-18	0.55	6.50	< 20	Nil	< 1.0

6.3.14 DesalinationWater Analysis

Month	Conductivity (us/cm)	pH	Silica (ppb)	R-Cl2 (ppm)	Turbidity (NTU)
Jan-18	2.60	6.60	< 20	Nil	< 1.0
Feb-18	4.00	6.50	< 20	0.05	< 1.0
Mar-18	3.40	6.70	< 20	Nil	< 1.0
Apr-18	5.15	6.60	< 20	Nil	< 1.0
May-18	5.95	6.60	< 20	Nil	< 1.0
Jun-18	7.10	6.70	< 20	Nil	< 1.0
Jul-18	8.50	6.65	< 20	Nil	< 1.0
Aug-18	3.50	6.75	< 20	Nil	< 1.0
Sep-18	4.00	6.65	< 20	Nil	< 1.0
Oct-18	7.50	6.55	< 20	Nil	< 1.0
Nov-18	5.50	6.60	< 20	Nil	< 1.0
Dec-18	4.10	6.50	< 20	Nil	< 1.0

6.3.15 Environment Compliance Limit

Parameter	Unit	Limit
Particulate Matter	mg / Nm ³	50
Sox	mg / Nm ³	600
NOx	mg / Nm ³	300
Mercury	mg / Nm ³	0.03
Temp. of Sea water outfall	°C	5 °C above inlet water temperature

FORMS

FORM – A: Check List of Documents Enclosed With Tender**TECHNICAL BID**

Sr. No.	Document	Declaration (Strike out whichever is not applicable)
1.	Bid Processing Fee	Yes/No
2.	Bid Security / EMD as per the proforma provided in FORM-K	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 (Details of work carried out during the last seven years by the Bidder)	Yes / No
6.	Declaration of not Black listed as per the format provided in Form - D of the Tender Document	Yes / No
7.	Undertaking regarding Genuineness of Document as per format provided in FORM - E of the Tender Document	Yes / No
8.	Certificate of Net worth, Turnover and PAT as per format provided in FORM - F of the Tender Document along with the supporting	Yes / No
9.	Board Resolution by the Bidder as per format provided in FORM-G	Yes / No
10.	Board Resolution by the Bidder for providing financial support as per format provided in FORM-H, if applicable	Yes / No
11.	Board Resolution by the Bidder for providing technical support as per format provided in FORM-I, if applicable	Yes / No
12.	Consortium Agreement as per format provided in FORM-J, if applicable	Yes / No
13.	Power of Authority for signing of Bid as per format provided in FORM-L	Yes / No
14.	Power of Attorney by Other Member of Bidding Consortium authorising signing of the Bid by the Lead Member as per format provided in FORM-M	Yes / No
15.	Undertaking of Indemnity as per format provided in FORM-N of the Tender Document.	Yes / No
16.	Certificate obtained from GMDC plant head for completion of site visit (FORM – O)	Yes / No
17.	Declaration of site visit as per format provided in FORM-P of the Tender	Yes / No

Sr. No.	Document	Declaration (Strike out whichever is not applicable)
	Document.	
18.	Declaration of unconditional offer as per format provided in FORM-Q of the Tender Document.	Yes / No
19.	Declaration regarding unconditional acceptance of all the terms and conditions of the Tender documents per format provided in FORM - R of the Tender Document	Yes / No
20.	List of Sub-Contractors proposed by the vendor in FORM - S	Yes / No
21.	Copy of P.F. Registration details	Yes / No
22.	Copy of GST 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 Directors 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: Details of complete O&M Services provided during the lasts even years by
the Bidder**

Sr. No.	Employer and details of the Contact details of the concerned Person	Location	Plant / Unit Capacity	Period		Technology (Coal based / Lignite Based, PF / CFBC etc.)	Scope of Work	Work experience certificate attached
				From (Date)	To (Date)			
								Yes/No
								Yes/No
								Yes/No
								Yes/No

Documentary evidences shall be attached with this form.

FORM-D: Declaration

(On letterhead of the Bidder)

FROM:

DATE:

To,

The General Manager (Power),
Gujarat Mineral Development Corporation 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 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– E: Undertaking Regarding Genuineness of Documents**(FORMAT FOR AFFIDAVIT)****AFFIDAVIT****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 _____
 _____ against Tender No. _____
2. None of the Directors of our company 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-F: Certificate of Networth, Turnover and PBT**Format for Submission of Financial Criteria as per Qualifying Requirements**

(On letterhead of the Bidding Company/Consortium Member of Bidding Consortium)

To,

Gujarat Mineral Development Corporation Ltd.,
7th Floor, Wing A, "Khanij Bhavan",
132 Ft. Ring Road, Near University Ground,
Vastrapur, Ahmedabad-52, Gujarat

Dear Sir,

Sub: Eligibility towards financial qualification requirements

(Strike out whichever is not applicable)

We ----- (The legal name of the Bidding Company)

OR

We, the Bidding Consortium (if applicable), consisting of the following members ----- and -----
-----, confirm that ----- qualify the financial criteria as per following details:-

Sl. No.	Preceding three (3) accounting years as on date of bid opening	Turnover (In INR Crore)	PBT (In INR Crore)
(a)	(b)	(c)	(d)
1	Year 1		
2	Year 2		
3	Year 3		
	Average (in numbers)		
	Average (in words)		

(a) Average Annual Turnover for 3 Accounting Years _____ is INR _____ Crore

(b) And as on the last date of the Preceding Accounting Year, the Net worth is INR _____ Crore

*INR - Indian National Rupee

Name:

Designation:

Signature & Company's Round Seal

NOTE:

1. The bidder is required to submit the Auditor's / CA Certificate (showing membership no. / Firm Registration no.) to support of the above mentioned criteria specifying that the methodology adopted for calculating such net worth in accordance with Clause of the Tender document.
2. In case of Consortium, each member shall submit the certificate of Net Worth duly certified by Auditor's / CA Certificate (showing membership no. / Firm Registration no.)

FORM–G: Format for Board Resolution by the Bidder

(On letterhead of the Bidding Company/Lead Member of Bidding Consortium)

The Board, after discussion, at the duly convened Meeting on _____ [insert date], with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 2013, passed the following Resolution:

RESOLVED THAT pursuant to the provisions of the Companies Act, 2013 and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded for *[forming a Consortium with _____ and participating as the Lead Member in the Consortium with _____ and]* placing the Bid *[through _____ the Lead Member]* against the tender no _____ dated _____, as amended from time to time, issued by Gujarat Mineral Development Corporation Ltd. (“GMDC”) for Operation and Maintenance of **2x125MW Lignite based Akrimota Thermal Power Station**(the “Project”).

*RESOLVED THAT the Board hereby acknowledges the Board Resolution dated _____ passed by the (Name of the Other Member) for providing the technical / financial (**Strike out whichever is not applicable**) support to the _____ (Name of the Bidder) to meet the Qualification Requirements as per the provisions of the tender and undertaking to provide technical and/ or financial support to _____ (Name of the Bidder) in case it is unable to meet its obligations. (**Strike out if not applicable**).

[RESOLVED THAT the Company shall act as the Lead Member of the Consortium and perform all acts and deeds as may be required to be performed on behalf of the Consortium and the Company in relation to submission of the Bid for the Project.

##FURTHER RESOLVED THAT the Board hereby acknowledges that the _____ (Name of the Other Member) is required to provide either financial support / or technical support for the Project so that the Consortium is able to meet the qualification requirements as per the provisions of the tender.

#FURTHER RESOLVED THAT the Company shall provide necessary support to execute the scope of work in the tender and in the event of any default by the Consortium/Other Member such obligation shall be fulfilled by the Company.]

#Applicable only in the case of Bidding Consortium;

\$ Applicable only if Other Member providing technical/ or financial support.

FURTHER RESOLVED THAT _____, (Name of the Person) [the Lead Member and such person as may be authorised by the Lead Member in this behalf] be and is hereby authorized to take all the steps required to be taken by the Company/[Consortium] in this regard, including in particular, signing of the Bid, making changes thereto and submitting amended Bid, all the related documents, certified copy of this Board Resolution or letter, undertakings etc., required to be submitted to GMDC or such other documents as may be necessary in this regard.

* In case of Bidding Consortium, the Other Member may provide either financial/ or technical support to the Consortium to meet the financial/ or technical qualification requirements, if Lead Member is not meeting technical/ financial qualification requirements.

Certified True Copy

Notes:

- (a) The Board Resolution to be provided by the Bidding Company or the Lead Member of the Bidding Consortium.
- (b) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary or any of the authorized Directors of the Company and the rubber stamp for the Company shall be affixed.
- (c) The contents of the format should be suitably re-worded indicating the identity of the entity passing the resolution i.e. the Bidder.

FORM–H: Format of the Board Resolution for providing financial support**(If Applicable, to be submitted with the Proposal)**

(To be executed by the Company providing Financial Strength to the Bidder)

The Board, after discussion, at the duly convened Meeting on _____ [insert date], with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 2013, passed the following Resolution:

RESOLVED THAT the Board hereby acknowledges that _____ (Name of the Bidder) is desirous of submitting a Bid against the tender no..... dated _____, as amended from time to time, issued by Gujarat Mineral Development Corporation Ltd. ("GMDC") for Operation and Maintenance of **2x125MW Lignite based Akrimota Thermal Power Station**(the "Project").

FURTHER RESOLVED THAT the Board hereby acknowledges that _____ (Name of the Bidder) has requested the Company to provide the financial support to the _____ (Name of the Bidder) to meet the Qualification Requirements as per the provisions of the tender.

FURTHER RESOLVED THAT the Board hereby acknowledges that all the investment/financial obligations of the _____ (Name of the Bidder) shall be deemed to be investment/financial obligations of the Company and/or shall be met by the Company in the event of any default of _____ (Name of the Bidder).

FURTHER RESOLVED THAT _____, be and is hereby authorized to enter into and take all the steps required to be taken by the Company in this regard, including in particular, signing the said Undertaking, issuing the same to the GMDC of all the related documents, certified copy of this Board resolution or letter, undertakings, certificate confirming relationship with _____ (Name of Bidder), etc., required by GMDC or such other documents as may be necessary in this regard.

Certified True Copy

Notes:

(a) In case of Bidding Consortium, this Board Resolution to be provided by the Other Member of the Bidding Consortium providing financial support (if applicable).

This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary or any of the authorized Directors of the Company and the rubber stamp for the Company shall be affixed.

FORM-I: Format of the Board Resolution for providing technical support**(If Applicable, to be submitted with the Proposal)**

(To be executed by the Company providing technical strength to the Bidder)

The Board, after discussion, at the duly convened Meeting on _____ [insert date], with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 2013, passed the following Resolution:

RESOLVED THAT the Board hereby acknowledges that the _____ (Name of the Bidder) is desirous of submitting the Bid against the tender no... .. dated _____, as amended from time to time, issued by Gujarat Mineral Development Corporation Ltd. ("GMDC") for Operation and Maintenance of **2x125MW Lignite based Akrimota Thermal Power Station** (the "Project").

RESOLVED THAT pursuant to the provisions of the Companies Act, 2013 and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded for *[forming a Consortium with _____ and participating as the Lead Member/ Other Member in the Consortium with _____ and]* placing the Bid *[through _____ the Lead Member]* for the Project.

FURTHER RESOLVED THAT the Board hereby acknowledges that _____ (Name of the Bidder) has requested the Company to provide the technical support to the _____ (Name of the Bidder) to meet the Qualification Requirements as per the provisions of the tender.

FURTHER RESOLVED THAT the Board hereby acknowledges that the Company shall be required to provide necessary support to execute the scope of work of _____ (Name of the Bidder) in the tender and in the event of any default by the (Name of the Bidder) such obligation shall be fulfilled by the Company.

FURTHER RESOLVED THAT _____, be and is hereby authorized to enter into and take all the steps required to be taken by the Company in this regard, including in particular, signing the said Undertaking, issuing the same to the GMDC of all the related documents, certified copy of this Board resolution or letter, undertakings, certificate confirming relationship with _____ (Name of Bidder), etc., required by GMDC or such other documents as may be necessary in this regard.

Certified True Copy

Notes:

- (a) In case of Bidding Consortium, this Board Resolution to be provided by the Other Member of the Bidding Consortium (if applicable).
- (b) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary or any of the authorized Directors of the Company and the rubber stamp for the Company shall be affixed.

FORM–J:Proforma for Consortium Agreement

(To be executed on the Non-Judicial Stamp Paper of appropriate Value)

(To be executed between Members of the Bidding Consortium)

This Consortium Agreement made and entered into on _____ day of 20xx.

BY AND BETWEEN

_____ (Name of the Lead Member), a Company registered under the laws of _____ (Name of the Country) with its Head/Registered Office at _____ (Address of the Head/Registered Office) and a place of business in _____ (Address of place of business) (hereinafter referred to as "The Lead Member") and represented by Mr/Mrs/Ms. _____ (Name of Authorized Signatory) of the FIRST PART.

AND

_____ (Name of the Other Member), a Company registered under the laws of _____ (Name of the Country) with its Head/Registered Office at _____ (Address of the Head/Registered Office) and a place of business in _____ (Address of place of business) (hereinafter referred to as "The Other Member") and represented by Mr/Mrs/Ms. _____ (Name of Authorized Signatory) of the SECOND PART;

The Party of the FIRST PART and the Party of the SECOND PART are collectively known as "**Parties**".

The Party of the First Part is hereinafter referred to as "The Lead Member" and the Party of the Second Part as the "Other Member".

WHEREAS,

- (a) Gujarat Mineral Development Corporation Ltd., a Government of Gujarat Undertaking and having its registered office at GMDC "Khanij Bhavan", 132 Ft. Ring Road, Near University Ground, Vastrapur, Ahmedabad-52, Gujarat, (herein after referred to as the "GMDC" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the "**Bids**") by its Tender No. [●] dated [●] (the "**Tender**") for pre-qualification and short-listing of bidders for Selection of Operation and Maintenance of **2x125MW Lignite based Akrimota Thermal Power Station**(the "**Project**").
- (b) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the Tender document and other Bidding documents in respect of the Project, and
- (c) It is a necessary condition under the Tender document that the members of the Consortium shall enter into a Consortium Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:**1. Definitions and Interpretations**

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning given thereto under the RFP.

2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (this "**Consortium**") for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a Joint Venture Company (the "JV") as a Limited Liability Company under the Indian Companies Act, 2013 for executing the Agreement with GMDC and for performing all its obligations as Operation and Maintenance contractor in terms of the Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead Member of the Consortium and shall have Board Resolution in its favour from the Other Member for conducting all business for and on behalf of the Consortium during the Bidding Process and until the signing date of the Agreement when all the obligations of the JV Company/ O & M Contract shall become effective;
- (b) In addition to the above,
 - (i) the role of the Party of the First Part shall be to comply with all the responsibilities and obligations of the Lead Member as mentioned in this Agreement and Tender;
 - (ii) the role of the Party of the Second Part shall be to comply with all the responsibilities and obligations of the Other Member as mentioned in this Agreement and Tender

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Tender and the Agreement.

6. Shareholding in the JV

- 6.1 The Parties agree that the proportion of shareholding among the Parties in the JV Company shall be as follows:

First Party (Minimum 51%): [●] %

Second Party (Minimum 26%: [●] %

- 6.2 The Parties undertake that no change in the above ownership of the subscribed and paid up equity share capital of the JV shall be permitted throughout the Contract Period, without the prior written approval of GMDC.
- 6.3 The Parties undertake that a minimum of 51% (fifty one per cent) of the subscribed and paid up equity share capital of the JV shall, at all times till expiry or termination of Agreement, be held by the Party of the First Part.
- 6.4 The Parties undertake that a minimum of 26% (twenty six percent) of the subscribed and paid up equity share capital of the JV shall, at all times till expiry or termination of Agreement, be held by the Party of the Second Part,.
- 6.5 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Tender and the Lignite Mining Services Agreement.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;

- (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the expiry or termination of Agreement in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by GMDC to the Bidder, as the case may be.

9. Miscellaneous

9.1 This Consortium Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of GMDC.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of

First part i.e. LEAD MEMBER by

Second Part i.e. OTHER MEMBER by

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

In the presence of:

1.

2.

Notes:

- (a) The mode of the execution of the Consortium Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under company's round seal affixed in accordance with the required procedure.
- (b) Each Consortium Member should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
- (c) For a Consortium Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney/resolution has been executed.

FORM–K: Proforma of Bank Guarantee for Bid Security

(To be executed on the Non-Judicial Stamp Paper of minimum amount of INR 300/- with an affixed revenue stamp of INR 1/-)

B.G. No. _____

Date _____

Bank _____ (Any Scheduled Bank)

Valid upto _____

- (a) In consideration of Gujarat Mineral Development Corporation Ltd., having its office at _____, (hereinafter referred to as the “**Authority**” or “**GMDC**”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of (a company registered under the Companies Act,) and having its registered office at (and acting on behalf of its Consortium) (hereinafter referred to as the “**Bidder**” which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns), for the Project as defined in Tender No..... (hereinafter referred to as “**the Project**”) dated issued in respect of the Project and other related documents including without limitation of the agreement (hereinafter collectively referred to as “**Bidding Documents**”).
- (b) We _____ (indicate the name of the bank) having its office at _____ (Herein after referred to as the “**Bank**”) at the request of _____ Bidder does hereby in terms and conditions of Tender document , irrevocably, unconditionally and without reservation, guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents by the said Bidder and undertake to pay GMDC an amount not exceeding INR 2.50 Crore (INR Two Crore Fifty Lakh Only) against any loss or damage caused to or suffered or would be caused or suffered by GMDC by reasons of any breach by the said Bidder of any of the terms or conditions contained in the said Bidding Documents.
- (c) We _____ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee within 48 hours of demand without any demur and without assigning any reason or reference to the Bidder or any other person and irrespective of whether the claim of GMDC is disputed by the Bidder or not merely on demand from GMDC stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the GMDC by reasons of breach by the said Bidder of any of the terms or conditions contained in the Bidding Documents or by reason for the Bidder’s failure to perform the obligations stipulated in the Agreement. Any such demand made 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 2.50 Crore (INR Two Crore Fifty Lakh Only).
- (d) GMDC shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and performance of its obligations contained in the Bidding Documents and the decision of GMDC that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between GMDC and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
- (e) We undertake to pay to GMDC any amount so demanded immediately/ forthwith notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.
- (f) We _____ (indicate the name of the bank) further agree that the guarantee herein contained shall remain in force until _____, unless a demand or claim under this guarantee is made on us within six months from the date of expiry of guarantee in writing, all your rights under this guarantee shall be forfeited and we shall be discharged from all liabilities under this guarantee thereafter.
- (g) The Guarantee is absolute, unconditional and irrevocable, irrespective of the value, genuineness,

validity, regularity or enforceability of the agreement and shall not be affected by any change in the constitution, insolvency or winding up of the Bidder, GMDC or the Bank or any absorption, merger or amalgamation of GMDC, the Bidder or the Bank with any other person or any change in the ownership of GMDC/the Bidder, or any purported assignment by GMDC/the Bidder/the Bank.

- (h) In order to give full effect to this Guarantee, GMDC shall be entitled to treat the Bank as the principal debtor. GMDC shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bid Documents or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bid Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bid Documents or the securities available to GMDC, and the Bank shall not be released from its liability under these presents by any exercise by GMDC of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of GMDC or any indulgence by GMDC to the said Bidder or by any change in the constitution of GMDC or its absorption, merger or amalgamation with any other person or by release or variation of any guarantee or security for any of the obligations of the Bidder or by any failure by GMDC to pay or perform any of their obligations, or any waiver of any of such obligations or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
- (i) Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
- (j) All payments under this Guarantee shall be paid free and clear of and without any deduction on account of any present, future taxes, levies, imposts, duties, charges, commissions, deductions or withholdings of any nature whatsoever.
- (k) The courts at Ahmedabad shall have exclusive jurisdiction to decide any dispute arising under this Guarantee. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
- (l) We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.
- (m) It shall not be necessary for GMDC to proceed against the said Bidder before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which GMDC may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
- (n) We undertake to renew the Guarantee promptly and before the expiry of the term of the Guarantee on the same terms and conditions as contained herein.
- (o) The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

We _____ (indicate the name of the bank) lastly undertake not to revoke this guarantee during its currency except with the prior consent of the GMDC in writing.

This Bank Guarantee is payable at par in Ahmedabad.

Notwithstanding anything contained herein,

- (i) Our liability under this Bank Guarantee shall not exceed INR 2.50 Crore (INR Two Crore Fifty Lakh Only).
- (ii) This Bank Guarantee towards Bid Security, shall be valid up to a period of _____ from _____ i.e. the Date of Proposal submission.

(iii) We shall be liable to pay any amount under this Bank Guarantee or part thereof only if we receive (if you serve upon us) a written claim or demand under this guarantee on or before ___ at _____.

Signatures

Authorized Signatories of Bank

Witnesses:-

1) _____ Signed _____

2) _____ for _____ Bank

FORM-L: Format for Power of Attorney for signing of Bid for Bidding Company/Lead Member

[To be notarised and to be executed on non-judicial stamp paper of appropriate value]

Know all men by these presents, we, (name of the Bidder/Lead Member and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the " Selection of Operation and Maintenance Contractor for **2x125MW Lignite based Akrimota Thermal Power Station**" of Gujarat Mineral Development Corporation Ltd. ("GMDC") hereinafter referred to as the "Project" including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to GMDC, representing us in all matters before GMDC, signing and execution of all agreements/contracts and undertakings consequent to acceptance of our bid, and generally deal with GMDC in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into Agreement with GMDC.

AND we do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____ THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For

(Signature)

(Name, Title and Address)

Witnesses:

1.

2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- (a) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required.
- (b) Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- (c) Power of Attorney should be executed upon payment of stamp duty of appropriate value, as applicable in the State, where such Power of Attorney has been executed.

**FORM–M: Format for Power of Attorney by Other Member of Bidding Consortium
authorising signing of the Bid by the Lead Member**

[To be notarised and to be executed on non-judicial stamp paper of appropriate value]

Whereas Gujarat Mineral Development Corporation Ltd. has invited bids from prospective bidders for operation and maintenance of **2x125MW Lignite based Akrimota Thermal Power Station at Kutch, Gujarat (“Project”)**.

Whereas, _____ and _____ (collectively the “Consortium”) being members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Tender and other connected documents in respect of the Project, and

Whereas, it is necessary for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s Bid for the O & M of the Project and its execution.

NOW, THEREFORE, BE IT KNOWN TO ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, and M/s. _____, having our registered office at _____, (hereinafter referred to as “Principal”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s _____, having its registered office at _____, being one of the members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the Bidding Process and, in the event the Consortium is awarded the contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Bid for the O & M of the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accepting the Letter of Award, participating in bidders’ and other conferences, responding to queries, submitting information/ documents, signing and executing contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with GMDC, and/ or any other person, in all matters in connection with or relating to or arising out of the Consortium’s Bid for the O & M of the Project and/ or upon award thereof till the Agreement is entered into with GMDC.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

Capitalised words not defined herein shall have the meaning ascribed to them in the Bidding Documents.

IN WITNESS WHEREOF WE THE PRINCIPAL ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 20....

For

(Signature, Name & Title)

(Executant)

(To be executed by the other Member of the Consortium)

Witnesses:

1.

2.

Notes:

- (a) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required.
- (b) Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- (c) Power of Attorney should be executed upon payment of stamp duty of appropriate value, as applicable in the State, where such Power of Attorney has been executed.

FORM-N: Undertaking of Indemnity

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 & Stamp of the Bidder)

FORM –O: Certificate for Completion of Site Visit

Certificate from the GMDC Plant Head for completion of site visit

(Bidder shall attach the certificate obtained from GMDC Plant Head, post completion of site visit)

FORM-P: Declaration about the Site Visit

Declaration about the Site Visit

(On letterhead of the Bidder)

Name of Works:

- Complete O&M services for ATPS

We _____ hereby certify that we have visited the site in respect of Tender No. _____ for all the works mentioned above at ATPS. We have obtained all relevant details, information, data, existing working conditions, existing industrial environment etc. We have also studied the terms and conditions of tender.

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-Q: Declaration of Unconditional Offer

Declaration of Unconditional Offer

(On letterhead 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 –R: Declaration regarding unconditional acceptance of all the terms and conditions of the Tender document

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

FORM –S: Format for listing of Sub-Contractors proposed by the Bidder**Format for listing of Sub-Contractors proposed by the Bidder**

Sub-Contractors Proposed by the Bidder

Sr. No.	Name of Address of Sub-Contractor	Brief Scope of Work	Comments
1			
2			
3			

FORM – AA: Price Bid for Operation & Maintenance

Price Bid for Operation & Maintenance(Price Bid shall be submitted online on <https://gmdc.nprocure.com>)

Complete Operation and Maintenance (O&M) Agreement duration shall be for 10 years from the date of takeover.

O&M Price shall be quoted for 1st year of O&M.

Sr. No.	Particular	Qty	Unit	Rate	Amount
1	1 st Year O & M Price	1	1 st Year		

O&M Price includes all taxes, duties, levies, cess etc. excluding GST on O&M Price. GST will be paid at the applicable prevailing rates. The above mentioned O & M price will be considered as Base Price.

Escalation will be as per Cl. No. 5.22 of the tender document.

ANNEXURES

**Annexure 1: List of approved banks by Government of Gujarat
As per attachment-1**

Annexure 2: Major Capital Expenditure list (identified by GMDC)

1. Boiler & Auxiliaries including ESP Upgradation
2. Turbine & Auxiliaries
3. Material Handling Plant (Lignite Handling)
4. Air conditioning system in plant
5. Plate Heat Exchanger (IDMC)
6. Electrical System
7. Instrumentation & Control and Spares
8. Ash Handling Plant
9. Hoists & Crane
10. Firefighting system
11. Air compressors
12. BOP/CT fan/Water treatment plant
13. Lime mill including handling / storage plant
14. Fuel Oil System
15. Civil work in plant

The bidders are requested to refer the list separately appended at Attachment : 2 containing details of each work enlisted above.

Annexure 3: List of Civil Works

1. Civil maintenance work belong to plant shall be in scope of O&M contractor. i.e. which includes day to day rectification of defect which involves masonry, concrete, flooring, roofing, side cladding, glass/glazing, sanitary, plumbing, carpentry, Water proofing, de watering, welding etc. Above is not exhaustive list, this is indicative only. Civil work which requires to maintain all structure, buildings in healthy /operational conditions shall be in scope of O & M Contractor, execution of work and specification /MOC of material shall have conformity with that of existing works, materials etc.
2. Repairing of structures/ buildings shall be in scope of O & M Contractor. O & M Contractor shall execute job without delaying the work and shall ensure healthiness of structure/building time to time. Like plant structures covers chimneys, silos, foundations of equipment belong to cooling towers, all pump houses, all Sea water treatment plant, TG, equipment of Boiler, ESP, PA-SA fan, ESP & related area, foundation of all MHP equipment and conveyor belt, all small & big crusher houses, TP-1 to 3 foundations with all structures, lignite-lime dump hopper structures, all sheds, Lignite storage sheds, stacker reclaimaer area with shed with all works including sprinkling system etc.
3. O & M Contractor shall ensure proper draining of water from roof and if require execute water proofing work to ensure no seepage/leakage of water from roof.
4. In case if required digging/demolition to facilitate underground pipe line leakage attending/rectification of underground cable, hydrant line, emulsifier line, this shall be in scope O & M Contractor including filling, leveling etc. after execution of work.
5. All Housekeeping works shall be in scope of O & M Contractor which includes cleaning, sweeping of all areas premises in plant, non plant areas, all roads, internal areas, cleaning of drains, cleaning of roofs of all plant structures, all parts of inside-outside buildings, sanitary-plumbing works, cleaning of all overhead, underground, other types of water tanks, septic tanks cleaning etc located in plant & non plant area, removing of excess plantation/zadi etc. in and around, surroundings of plant areas, area between compound wall and roads etc.
6. Repairing & maintaining of ladder, platforms of main boiler and auxiliary boiler Chimneys shall be in scope of O & M Contractor which shall be in line and conforming to comply statutory requirements also shall include painting work and application of anti corrosive painting to auxiliary boiler chimney.
7. O & M Contractor shall ensure smooth operation of boiler and service building lift to ensure trouble free operation. Whatsoever civil work required shall be in the scope of O & M Contractor.
8. O & M Contractor shall be responsible to ensure periodic application of anticorrosive

painting to steel structures and other various painting works to civil structures, buildings in order to keep all structures/building in healthy conditions as and when required. (Periods of work would be - At least once in four year).

9. O & M Contractor shall ensure periodic cleaning of cooling tower basin, cooling tower water carrying channels, VA-TECH reservoir and all tanks of sea water treatment plant etc
10. O&M of all electrical street lights, plant station lighting shall be scope of O & M Contractor.
11. All repairs and retrofitting works of all existing steel structures and civil structures as and when requires to keep structures in good operational conditions which shall be in the scope of O & M Contractor.
12. To make all new approach/access at any level for operation of plant for any area of plant if required shall be in scope of O & M Contractor.
13. O & M Contractor shall ensure stability of the structures and shall ensure compliance of statutory norms like factory act (Aviation department, environment department etc.)
14. In case requirement of addition and alteration works which is required to ensure for protection of plant shall be in scope of agency.
15. O & M Contractor shall ensure no accumulation of ash in and around main plant structures and shall protect the foundations of main structures, steel structures of plant in order to protect the structures from chemical reactions of bed ash, corrosion etc. and ultimately to protect the same from deterioration etc. If such matter found and subsequently because of this any damages to other related plant and plant structure etc. found than whole responsibility will be of O&M agency.
16. Cleaning of all plant drains & drains connected to storm water drain/channel, cleaning of storm water drains shall be in scope of O & M Contractor & shall ensure no accumulation of water.
17. De silting works for RCC intake channel & Reject water sump minimum at every 3 yrs and in case as & when required shall be in scope of O&M agency.
18. O & M Contractor shall ensure adequate measures for protecting & supporting works to take care for environmental conditions etc like preventing/elimination of the spreading of fly ash, spreading of water of cooling tower etc.
19. At the end of the O&M contract all structures shall be handed over by O & M Contractor to GMDC.
20. List of the structure belong to plant and non plant with built up areas provided in annexure it repairing and maintaining in healthy as narrated above shall be in scope of O&M contractor.

Annexure 4: List of Current Contracts

1. Fire Fighting
2. RO Plant
3. Civil Works
4. Lift O & M

O & M Operator / contractor will have to take over the existing outsourced contract and have liberty to continue / discontinue the existing outsourced contractors. GMDC will foreclose the existing above mentioned contracts.

Annexure 5 - Accident Report

(The form must be filled in so as to contain the maximum details)

1. Name of the Victim
2. Designation
3. Age
4. Place of duty
5. Date and time of accident
6. Exact place of accident
7. Measure and extent of injuries
8. Approximate time for which the victim cannot attend to his duties
9. Person in direct charge of the work at the time of the accident
 - a) Name :
 - b) Designation :
10. Brief but complete account of the causes / circumstances surrounding the accident
11. Was the accident due to anybody's fault ?
12. If so, the name and the designation of the person(s) at fault with the full account of the negligence, fault, etc.
13. Is the accident directly attributable to
 - a) the workman having been at the time thereof under the influence of drink or damage drugs or
 - b) the willful disobedience of the workman to an order expressly framed for the purpose of accruing the safety or workman, or
 - c) the willful removal or disregard by the workman of any safety guard or otherwise which he know to have been provided for the purpose of securing the safety of workman
14. Name and designation of the persons who were present on the spot at the time of the accident and who can give important evidence.

Name	Designation
Name	Designation
15. Was the victim given any first aid ? Yes / No Time
16. Did any Medical Officer attend Yes/ No Time
(name of the Medical Officer)

17. Was the victim sent to hospital?
(with the time of admission may be indicated)
18. How can recurrence of such an accident be avoided in future?

Signature of Official in-charge

Annexure 6: List of Inventory

As per attachment-3