

GMDC/PD/LPB-WB/5/2019-20, Date: 24.09.2020

NOTICE INVITING TENDER

TENDER NO. GMDC/PD/LPB-WB/5/2020-21

GMDC proposes to award the following works at LIGNITE PROJECT BHAVNAGAR, Village- Tagdi, TAL. GHOGHA, DIST. BHAVNAGAR, GUJARAT.

SUPPLY, BUILD, INSTALLATION, COMMISSIONING, AND COMPREHENSIVE MAINTENANCE OF WEIGHBRIDGES FOR THREE YEAR WITH SPARES, CONSUMABLES , TOOLS AND TACKLES at Bhavnagar Lignite Project.

Prospective bidders may please download the Tender Document of TENDER NO.GMDC/PD/LPB-WB/5/2019-20 from website: <https://gmdc.nprocure.com> & www.gmdcltd.com



General Manager (Power)
GUJARAT MINERAL DEVELOPMENT CORPORATION LTD.
CIN : L14100GJ1963SGC001206
GST : 24AAACG7987P1ZT
(A Govt. of Gujarat Enterprise)
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VASTRAPUR, AHMEDABAD 380 052
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TENDER NOTICE**TENDER NO. TENDER NO. GMDC/PD/LPB-WB/5/2020-21****1. Summary of the Tender**

Place of work	Lignite Project Bhavnagar, (Vill. Tagdi, Taluka - Ghogha, Dist. Bhavnagar),
Brief Description of work	Supply, Build, Installation, Commissioning, and Comprehensive Maintenance Of Weighbridges for three years with spares, consumables , tools and tackles.
Period of contract	The period for supply, Build, Installation & Commissioning of weighbridge will be 30 days from the date of acceptance of LOI. Period of Comprehensive maintenance contract of weighbridge is three year after successful commissioning .However period of contract may be extended for another period of one year on the same terms and conditions of the contract subject to the entire satisfaction of GMDC.
Estimated Contract Value	Approximately Rs. 5521852 (Rupees Fifty Five Lakhs Twenty One Thousand Eight Hundred Fifty Two only) for total work excluding GST.
EMD	Rs. 55,000/- (Rupees Fifty Five thousand only) in the Form of DD in favour of GMDC Ltd. payable at Ahmedabad from Banks approved by Govt. of Gujarat (except Co-operative Bank)
Tender Processing Fee	Rs. 6,000(Six thousand only) plus GST @18% aggregating to Rs.7, 080/-payable by Demand Draft/ Pay Order drawn in favor of "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	From Dt.: 24.09.2020
Last date of submission of written request for clarification if any, on Bid Document	DT. 05.10.2020 Up to 15:00 Hrs.
Pre Bid Meeting	All the prospective bidders are requested to attend the Pre-Bid Meeting on DT. 07.10.2020 at 15:30 Hrs. at Corporate Office, GMDC, Ahmedabad (Gujarat). Maximum two members per bidder will be allowed for the Pre-Bid meeting.
Last date of on line submission of offer	DT. 15.10.2020 up to 15.00 Hrs. on https://gmdc.nprocure.com only.
Submission of Tender processing fee, EMD and Supporting documents for Tech. bid	DT. 15.10.2020 up to 15.00 Hrs. at Corporate office, Ahmedabad.

Date and time for online opening and viewing of preliminary bid.	DT. 15.10.2020 at 16.00 Hrs.
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2. GMDC reserves absolute right/discretion to accept and/or reject any or all the tenders received or invite fresh bid at any stage or **split the work between more than one Bidders** as the case may be.
3. The Bidders are required to quote the rate strictly as per the terms and conditions mentioned in the Tender document. Conditional tender shall not be entertained and will be rejected summarily without assigning any reasons, whatsoever.
4. GMDC may issue amendments/corrigendum in the tender documents, schedule, forms etc. at any time during the period between publication of notice and submission of bids of the tender on website. The Bidders in their own interest are advised to visit the website regularly till the last date of submission of the bid. No separate newspaper advertisement will be released for amendments/corrigendum.
5. GMDC reserves the rights to modify or alter any Condition of the Tender.
6. The Bidders are advised to submit their price bid online on <https://www.gmdc.nprocure.com> only. Physical price bid shall not be accepted and shall be rejected summarily without assigning any reasons, whatsoever.
7. Failure to submit bid online in stipulated time due to any reason what so ever by any Bidder shall result in disqualification of bid. In such circumstances, bid submitted physically along with supporting documents, tender processing fees, EMD amount etc. shall not be considered as bid submitted and the same will be returned back to the Bidder without opening the same. GMDC reserves the right to take suitable decision in this regard.

Chapter - I **Brief Introduction**

1. GMDC:

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

2. LOCATION OF WORK:

The work required to be carried out is located at Lignite Project Bhavnagar, Village – Tagdi of Ghogha Taluka in Bhavnagar District of the Gujarat State. . The nearest Railway Station and Airport is at Bhavnagar.

3. TENDER DOCUMENT PROCESSING FEE:

The tender documents can be downloaded from our web site www.gmdcltd.com and <https://gmdc.nprocure.com/> . The Tender Processing Fee is to be paid at the time of submission of supporting document of technical bid in the form of demand draft/ Pay Order of Rs. 6000/- plus GST @ 18% (Rs. 1080) aggregating to Rs7080/- as mentioned in tender notice in the sealed technical bid cover . If the amount mentioned in the DD/ Pay Order is found short, the tender will not be considered for scrutiny and will be out rightly rejected.

Chapter - II **INSTRUCTIONS TO THE BIDDERS**

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

2. SITE VISIT:

2.1 Bidders shall be required to visit the site to study the actual working conditions, before submission of the bid and shall have to submit the site visit declaration in the prescribed format. The information/details given in the tender document are only to describe the magnitude of work and are for mere guidance to the Bidders. The project works are under the charge of General Manager (Project) and his office email Id is : bhavnagar@gmdcltd.com; nspareek@gmdcltd.co.in

2.2 Any neglect or failure on the part of the Bidder in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risks or liabilities or the entire responsibility from completion of the work at the contracted rates and time in strict accordance with the contract documents.

3. THE TENDER DOCUMENT & EVALUATION:

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

A. Stage – I Preliminary Evaluation of Bid

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

B. Stage - II Evaluation of Technical Bid

After preliminary bid evaluation, Technical evaluation of the bid documents, as listed below, submitted on-line would be taken up. Tender processing fee and EMD will be submitted in the sealed cover super-scribed as "Technical Bid for TENDER NO. **GMDC/PD/LPB-WB/5/2020-21** and Name of work: "**Supply, Build, Installation, Commissioning, Comprehensive Maintenance of Weighbridges for three years with spares, consumables, tools and tackles at Lignite project Bhavnagar of GMDC**". Bidders are required to submit below mentioned documents separately at GMDC Corporate Office, Ahmedabad before stipulated time.

List of the Documents to be submitted online & physically:

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

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

C. Stage – III Price-Bid

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

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

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

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

4.3 Evaluation of the Price Bid:

For tender evaluation, total amount for the works shall be determined. This will be based on two components as a package namely, Supply, Build, Installation & Commissioning of Weighbridges & Comprehensive Maintenance Contract with Spare parts, Consumables, tools & tackles for Three Years.

L1 Bidder may be called for negotiation.

After negotiation with L₁ bidder and finalization of the rates for the works with the L₁ bidder, If L₁ bidder disagrees/ discontinues the contract, GMDC may ask L₂ bidder to carry out the works at the rate finalized with the L₁ bidder at the discretion of GMDC. In case of refusal by the L₂ bidder to accept the offer, GMDC reserves the right to select the next Bidder. Decision of GMDC in selection of the bidder is final and bound to all the bidders.

5. Price Bid:

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

Supply, Build, Installation, Commissioning, and Comprehensive Maintenance Of 5 Nos. Weighbridges with spares, consumables, tools and tackles of Lignite Project Bhavnagar as per scope of works of 50MT capacity each for Weighment of empty and loaded trucks for Weighment of all minerals and materials as required by GM(project).

- 5.2 While submitting the price bid electronically, Bidders are shall have to quote their Rate for both the options compulsorily i.e. (1) **Supply, Build, Installation, commissioning and Comprehensive Maintenance Of 5 No Weighbridges with spares, consumables, tools and tackles of Lignite Project Bhavnagar** (2) **Comprehensive Maintenance Of 5 Nos. Weighbridges with spares, consumables, tools and tackles of Lignite Project Bhavnagar** inclusive of all taxes except Goods and Service Tax, as under:

PRICE BID FORM – AA
(To be submitted online)

A. Supply, Installation, Commissioning, Of Weighbridges (Excluding GST)							
Sr. No.	Description	No of Weighbridge	Unit	Rate in Rs. per Weighbridge	Total Rate in Rs.		
1	Supply, Build, Installation, commissioning of 5 Nos. weighbridges of 50MT capacity each for Weighment of empty and loaded trucks to weigh all minerals and materials.	5	Nos.				
Total of A (Excluding GST)							
B. Maintenance of Weighbridges (Excluding GST)							
Sr. No.	Description	No of Weighbridge	Unit	Rate in Rs. per Weighbridge/Day	Total Rate for 5 WB in Rs./Day	Amount in Rs for one year (365 days)	Amount in Rs. for three year (365 x 3 = 1095 days)
2	Comprehensive Maintenance of 5 Nos. weighbridges of 50MT capacity each with spares, consumables, tools and tackles for Weighment of empty and loaded trucks for Weighment of all minerals and materials	5	Nos				
Total of B (Excluding GST)							
Total of A + B (Excluding GST)							

Along with Bidding Schedule, the bidders are required to furnish catalogue giving complete details of the weighbridges including accessories with specifications, for Weighment of lignite or any material.

5.3 The rate quoted by the bidder for supply, Build, Installation, Commissioning and Comprehensive Maintenance of weighbridges with spares, consumables, tools and tackles shall remain firm during the currency of the contract and no escalation shall be given on any ground of whatsoever in nature during the currency of the contract.

5.4 The Bidders are required to quote the rates strictly as per the terms and Conditions mentioned in the Tender. Any conditional tender will not be entertained and shall be summarily rejected. Rate quoted shall remain valid for 120 days from the date of opening of the technical bid, which shall be deemed to be extended unconditionally for further period of 120 days, if GMDC requires it.

5.5 Payment to be made to the Successful Bidder will be based on -

- i. For Supply, Build, Installation , & commissioning of 50 MT weighbridges 5 Nos. The payment shall be made as per actual supply of above category after deduction of LD, if any.
- ii. For Monthly running account bill for Comprehensive Maintenance of Weighbridge(S) with spares, consumables, tools and tackles.

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

5.7 GOODS & SERVICE TAX (GST):

- a. All bidders are required to submit their GST number and date in the bid. Bid received from unregistered bidder will not be considered and out rightly rejected.
- b. Bidders are requested to quote their rates without GST. GST will be paid/adjusted/reimbursed to the Successful bidder as per prevailing rates and rules to the extent directly related to the services rendered OR Goods supplied by the successful bidder under the said contract subject to production of documentary proof and contractor will mention the GST amount separately in the invoice/bill along with SAC/HSN Code under GST.

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

GMDC, on acceptance of the offer, will issue Letter of Intent (LOI) to the Successful Bidder; who will be required to confirm its acceptance of the LOI within 7 days from the date of receipt. If it does not accept the LOI within stipulated time period, the amount of the EMD paid will be forfeited and necessary further actions may be initiated as may be deemed fit by the GMDC. The bidder shall have to submit the Security Deposit with 7 days from the date of acceptance of LOI. The Contractor **shall submit the Security Deposit in the manner prescribed in Chapter No-VI of the Tender Document.** In case of **failure to submit the security deposit, the amount of**

EMD will be forfeited and necessary further actions may be initiated as may be deemed fit by the GMDC.

7. CONTRACT AGREEMENT AND COMMENCEMENT OF WORK:

7.1 The Successful Bidder, along with the payment of Security Deposit, shall have enter into a contract/ agreement with the GMDC on appropriate Stamp Paper (to be provided by the Successful Bidder) in token of acceptance of the terms and conditions of the contract, within 30 days from date of commencement of the work In case of any necessity arising after executing the agreement and during the execution of the work, which requires alteration/modifications in the agreement, the same can be made in writing after mutual understanding and consent of both the parties. The Successful Bidder shall have to start the work as per the Scope of work mentioned in the tender document within 14 days from the date of acceptance of LOI. In case of failure to commence the work within the above-mentioned period, the contract may be terminated, at the discretion of GMDC.

8. GENERAL:

- 8.1** If the tender documents and forms referred to in the tender are not submitted or are submitted but not found duly filled in and unsigned, will result in rejection of the tender.
- 8.2** Canvassing in any form may lead to rejection of the offer.
- 8.3** Bids once submitted shall not be returned and shall remain the property of the GMDC.
- 8.4** The Bidder who have earlier been awarded contract by the GMDC for any job which they either did not accept or have abandoned or contract has been terminated by the GMDC for breach of conditions shall not be eligible to participate in this tender.

9. CORRIGENDUM:

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

CHAPTER – III
INSTRUCTION TO BIDDERS FOR ONLINE TENDERING

1. Tender documents are available only in electronic format which Bidders can download from the website www.gmdcltd.com and <https://gmdc.nprocure.com>
2. All Bidders must submit their bid online through the website <https://gmdc.nprocure.com> only. No physical submission of price bid will be entertained as it should be furnished on-line only. No e-mail, letters will be entertained for bidding the same.
3. Following should be submitted 'off-line' in sealed covers separately at our Corporate Office, Khanij Bhavan, 132 Ft Ring Road, Vastrapur, Ahmedabad.
 - i. Tender Processing Fee,
 - ii. E.M.D.
 - iii. Supporting Documents
4. Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n) code solutions- a division of GNFC Limited, who are licensed Certifying Authority by Government of India at address mentioned below at clause 5.
5. All bids should be digitally signed. For details regarding digital signature certificate and related training involved at the below mentioned address should be contacted:

Address:
(n)Procure Cell
(n)Code solutions A division of GNFC
403, GNFC Info-Tower, Bodakdev,
Ahmedabad- 380 054 (India)
Tel: +91 26857316/17/18 Fax: +91 79 26857321
Toll Free: 1800-233-1010
E-mail: nprocure@gnfc.net
6. Kindly take note that, valid Digital Signature Certificates is a must for all the interested Bidders. Online tendering process is not possible without a valid digital signature certificate.
7. Interested Bidders are also requested to complete their procedure for taking digital signature certificate in respect to filling of application form, supporting documents with necessary fees at least 3 days before last date of tender submission.
8. (n) code solutions reserves the rights to issue digital signature certificate after verification of application forms / supporting documents submitted by Bidder. (n) code solutions is fully authorized to issue digital signature certificate to Bidders.
9. Bidders who have no facility to participate in on-line tenders are requested to contact (n) code solutions for the same.

10. Free vendor training camp will be organized every Saturday between 4.00 to 5.00 P.M. at (n) code solutions-A Division of GNFC Ltd. at address mentioned above at Clause No. 5 of Chapter No-III. Bidders are requested to take benefit of the same.
11. All the correspondence in respect to training, support or digital signature certificate should be addressed to (n) code solutions directly on the above mentioned address. In case the Bidders face any difficulty, they may contact the officials of the GMDC or GNFC on the below mentioned details:
 - a. **GMDC:**
 - i. Contact Person: General Manager (Power)
 - ii. Contact numbers: 079-27913200/3501 Ext No 1760
 - iii. E-Mail: power@gmdcltd.com; jndave@gmdcltd.co.in
 - b. **GNFC:**
 - i. Contact Number: 079- 26857316/17/18
 - ii. E-Mail: nprocure@gnfc.net

Chapter IV
CRITERIA FOR EVALUATION OF TECHNICAL BIDS

1. **EXPERIENCE:**

1.1 Bidder should have own Manufacturing Unit being not less than 2 Years Old as on DT. 31.05.20

1.2 The Bidders should have following minimum experience of having successfully completed similar works during last 7 (seven) years ending on last day of May, 2020 (i.e. period from 01.05.2013 to 31.05.2020)

A. Three similar completed works each having amount of Rs 22,08,741/- or more during last 7 (seven) years ending on last day of May, 2020 (i.e. period from 01.05.2013 to 31.05.2020)

or

B. Two similar completed works each having amount of Rs 27,60,926/- or more during last 7 (seven) years ending on last day of May, 2020 (i.e. period from 01.05.2013 to 31.05.2020)

or

C. One similar completed work having amount of Rs 44,17,482/- or more during last 7 (seven) years ending on last day of May, 2020. (i.e. period from 01.05.2013 to 31.05.2020)

Similar works means As 1.1, the Bidders should have Own Manufacturing Unit not less than two years old from 31st May-2020 and experience either in Supply, Installation, commissioning OR, Operation and Maintenance of weighbridge of capacity 50MT or higher capacity.

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

Note:

- i.** Separate year wise Statement of experience with work orders and work executed certificates duly certified by the certificate issuing authority shall be submitted with the supporting certified documents.
- ii.** Completed work means work executed during the period of last 7 years ending on last day of May, 2020(i.e. period from 01.05.2013 to 31.05.2020)
- iii.** Experience as a Sub-Contractor shall not be considered for technical qualification.
- iv.** The bidder shall furnish the following documents in the Technical Bid.
 1. Valid License issued by competent authority for manufacture of fully Electronic Weighbridge in the name of bidder.
 2. Valid License for repair & maintenance of Electronic Weighbridge as required by the state Authority of Legal Metrology

2. **Financial Criteria:**

- 2.1 Bidder must have a positive Net Worth for last 3 Financial Years as on 31.03.2019 .
- 2.2 Bidder must have a Minimum Average Turn Over of **Rs 16,56,556/-** during last three financial year of **2016- 17, 2017-18 and 2018-19.**
- 2.3 A certificate from Chartered Accountant regarding Financial capacity shall be submitted as per format provided in FORM I of the Tender Document.

3. **CONSORTIUM / JOINT VENTURE:**

CONSORTIUM / JOINT VENTURE are not allowed.

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

The Bidder should submit the declaration regarding unconditional acceptance of all the terms and conditions of the Tender document including Annexure and corrigendum if any as per **FORM M** provided in the Tender Document.

5. **EMD:**

A non-interest bearing Earnest Money Deposit of **Rs. 55,000 /- (Rupees Fifty Five thousand only)** shall be paid along with the tender, enclosed with Technical Bid documents in seal cover super scribed "TECHNICAL BID", in form of **Demand Draft/ Pay order of GoG approved Banks** (except Co-operative Bank) in favour of GMDC Ltd. payable at Ahmedabad. Any tender submitted without Earnest Money Deposit in the desired form or inadequate amount of EMD shall be summarily rejected and no claim shall be entertained on such rejected tenders. List of the banks approved by Govt. of Gujarat is as per Annexure- I.

6. **DECLARATION**

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

7. **BLACKLISTING OF THE BIDDER:**

The Bidder or its directors have not been blacklisted by any Government Organization, nor should any litigation be pending against any of them. The Bidder will submit a declaration to this effect as per the format provided in **FORM G** of the Tender Document. If at any time such declaration is found false, the bid will be rejected or if the contract work is already awarded, it will be terminated forthwith without payment of any compensation and the EMD/SD will be forfeited.

8. **SITE VISIT CERTIFICATE:**

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

10. GENERAL :

- 10.1 The Evaluation of offers will be made on the basis of the lowest offer received for Installation, Build, Commissioning, and Comprehensive Maintenance of 5 Nos. Weighbridges.

- 10.2 In case GMDC split and offer the work amongst two or more bidders, then all such bidders have to accept the offer at negotiated L1 rate.
- 10.3 The bidders are required to quote the rates strictly as per the terms and conditions mentioned in the tender documents. The conditional tender will not be entertained and will be rejected. The rate quoted should be inclusive of all items but exclusive of the GST.

Chapter – V**SCOPE OF WORK**

Under the scope of this contract, the successful bidder is required to Supply, Build, Installation, Commissioning, and Comprehensive Maintenance of 5 Nos. of Fix Weighbridges and comprehensive maintenance of 5 Nos of Weighbridges with spares, consumables, tools and tackles for Lignite Project Bhavnagar, Vill. Tagdi, Tal.: Ghogha, Dist.: Bhavnagar, Gujarat.

1. SCOPE OF WORK:

The Successful Bidder has to Supply, Build, Install, Commission, and maintain 5 Nos. fix Weighbridges of 50 MT capacity each for Weighment of empty and loaded trucks for Weighment of all minerals and materials as required by GM (Project).

Weighbridges installed shall be of covering the following all requirements /specification/ standards :

1. Weighbridge Detail:

Type of Weighbridge:	Pit Less
WEIGHBRIDGE PLATFORM	<ul style="list-style-type: none"> i. Main beams, Cross beams and of Transverse Beams: Mild steel as per IS: 2062 as amended on date make, of SAIL/TATA/ESSAR OR equivalent of reputed manufacturer. ii. Deck Plate: Chequered/ anti-skid Mild Steel plate as per IS: 2062 as amended on date of make of SAIL/TATA/ESSAR OR equivalent of reputed manufacturer in convenient lengths of thickness not less than 12mm for 50MT.
SIZE OF PLATFORM	9mtr × 3mtr
Weight of Platform	Not less than 07 MT
WEIGHING CAPACITY	50MT
OVERLOAD CAPACITY	150% OF RATED CAPACITY
ULTIMATE OVER LOAD	300 % OF RATED CAPACITY
SIZE OF MAIN GIRDER	According to Platform Length, (main beams of single piece without joint with size 500 mm and cross beam of 300 mm :minimum 15 Nos.)
Weighbridge Accuracy	Weighbridges shall be of ± 10 Kg. accuracy standards.
LOAD CELL SPECIFICATIONS	Load cell should be of reputed indigenous/ imported make. Manufacturer's test Certificates in respect of all requirements specified in IS: 9281 (Part-III) as amended on date to be furnished

	<p>by the bidder.</p> <p>Type of Load Cell : Double ended shear beam/Compression type</p> <p>No. of load cell : 4 Nos. Capacity 30 Tons each</p> <p>Insulation resistance : 1000 mega ohms or more.</p> <p>Temperature : -10 to 60 degree centigrade</p> <p>Moisture/ humidity : up to 95%</p> <p>Construction : Hermetically sealed</p> <p>Protection class : IP 68</p> <p>Load cell cable : As per requirement</p>
Proper ingress and Lightning protection	<p>As per latest Indian Standards.</p> <p>Capable to sustain specified overload, destruction load and side thrusts without further adjustment.</p>
JUNCTION BOX	<p>Protection class : IP 66</p> <p>Surge Protection : Surge arrestors provided within</p> <p>Material of Construction : Cast Aluminum/Stainless Steel</p> <p>Connection Type : Terminals on PCB mounted inside Junction Box</p> <p>Glands for entry : Double compression type.</p>
INTERCONNECTING CABLE	<p>The load cells to be provided with 4-wire system and shielded type cable approximately 20 meters in length to be laid in class "B" GI Pipe</p>
DIGITAL WEIGHT INDICATOR	<p>This should be state of the art high performance micro processor based Alpha Numeric Weighing system having high internal resolutions, clear and bright Eight digit LED display auto zero tracking, tare/gross weight indications, Auto calibration facilities etc. It should be capable of interfacing with the computer for further processing of data as per requirement operating temperature is to be -5 degree centigrade to 50 degree centigrade, response time less than 0.5 seconds, electrical safety IEC-348. And it should have facilities for connecting the printer directly in case computer fails. The digital weight indicator should have necessary hardware and software locking facility as per Legal Metrology Rules to avoid tampering of the same.</p>
RCC FOUNDATION	<ol style="list-style-type: none"> 1. Foundation/Civil Work of 3 No with pole foundation & Soil stability is in bidder's scope. Civil foundation drawing to be approved from General Manager (P) GMDC before foundation work 2. Repairing/modification/heightening/ramp work etc. for 2 No existing weighbridges is in scope of bidder. 3. The bidder will have to visit the site to get the actual requirement and other details.
Weighbridge (WB) should be compatible & integral with various systems (ERP / e-royalty/ e- dispatch and token etc.)	
WB should have a Parallel port - for parallel data interface like printing etc.	

WB's hardware & software should have adoptability to get integrated with Surveillance Cameras, traffic Barriers, RFID, Vehicle position system etc. Installation of Camaras, traffic Barriers, RFID etc. shall be in scope of GMDC.

The Successful Bidder has to provide connection string and other parameters like Baud Rate, parity, bits and stop-bit etc for integration point of view

1. The successful bidder has to supply, Build and to install Weighbridges on RCC platform. For exact dimension bidder shall has to visit project and required detail to be collected.
2. The Successful Bidder(s) shall have to install, Build and commission the Weighbridges within 30 days from the date of acceptance of LOI.
3. Unless otherwise expressly provided in the bidding document, the Successful bidder's obligations cover the complete Maintenance of weighbridge including supply of spares, consumables and the performance of all services required for the weighbridge Maintenance rendered as per the terms and condition of the bidding document so as to meet the weighbridge availability 24 X7.s.

Such services include, but are not limited to the provision of supervision and Maintenance services; the supply of staff and labour, procurement of required material, equipment, spare parts and consumables.

Successful bidder should also have provision of 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 weighbridge Maintenance at the Project..
4. The Successful Bidder shall ensure minimum inventory level of required spares at project at all times to optimize availability of weighbridge
5. The Successful bidder carries out all planning and organization and carry out maintenance activities in consultation with GMDC authority.
6. The Successful bidder shall implement safety systems with a view to comply with Applicable Law and maintain high safety standard for performance
7. The Successful bidder shall promote good relations with the local community and with relevant local authorities
8. The Successful bidder shall provide accurate data, reports, information as regards to the comprehensive weighbridge maintenance as required by GMDC from time to time
9. The Successful bidder shall maintain and ensure transparency in sharing any data /weighbridge parameter / incident reporting etc. related to weighbridge to GMDC and provide full support to GMDC for audits/ verification of same
10. The successful bidder shall be responsible for organizing and managing maintenance, repair, testing services, scheduled inspections, overhauls and major breakdown repairs including the statutory overhauls etc of weighbridge
11. The successful bidder shall attend promptly the meetings with GMDC and / or its representative as and when required.
12. The successful bidder shall comply with all statutory requirements and assist GMDC in reporting the same to statutory authorities
13. The successful bidder shall provide daily, weekly and monthly reports about weighbridge comprehensive maintenance to GMDC in the as desired format by GMDC from time to time.

14. Testing and Stamping from concerned competent authority will be the responsibility of successful bidders and the copy of the certificate to be submitted to GM (P). No payment shall be made for the same.
15. The installed weighbridges at project shall be checked fortnightly or as frequently as possible as per the direction of GM (Project) / Mines Manager / officer in-charge to ascertain about correct measurement.
16. Daily cleaning of the weighbridge including above the platform and underneath the platform.
17. Successful Bidder(s) will have to maintain the weighbridges 24 x 7 throughout the year.
18. The successful Bidder shall have to deployed manpower for the work of maintenance as per requirements
19. Successful Bidder has to depute/nominate supervisor for easy & fast communication and to attended any breakdown, maintenance etc
20. Personnel engaged at weighbridge shall be well acquainted, Computer knowledge, VTC trained and skilled in its Installation, commissioning & maintenance and repairs so as to carry out the work with effective speed and efficiency. Successful Bidder(s) will have to take Insurance of the manpower deployed.
21. The System & software used for recording the weighment should be compatible to the LAN system & ERP system of GMDC.
22. Successful Bidder will have to follow all the provisions of applicable laws such as Mines Act / Labour law / Workman Compensation Act etc. this is illustrative list only.
23. After completion of contract period, if no extension is granted by GMDC, Successful Bidder has to remove the same without any condition within 15 days of the intimation.
24. Bidder has to use RCC Platform for installation of Weighbridge.
25. The radium safety sign boards should be displayed accordance with Mines Rules as well desired by GMDC looking to safety.
26. The above is not an exhaustive list of scope of work. The successful bidder needs to carry out all activities related with complete weighbridge maintenance.
27. After completion of the Contract, the ownership of the Weighbridge will be of GMDC and the successful bidder has to leave the weighbridges at our mining project in good working condition.
28. Stamping and calibration of Weighbridges as and when required by GMDC OR / and competent statutory authority will be the responsibility of the successful bidder and no extra payment on account of this shall be made by the GMDC.

3. DURATION CONTRACT:

(3.1) The Successful Bidder shall have to complete the work of Supply, Build, Installation & Commissioning of Weighbridges within 30 days from the date of acceptance of LOI.

(3.2) The contract period of Comprehensive maintenance will be for **Three year** from the date of successful commissioning of all the weighbridges and commencement of the work. However period of contract may be extended for another period of one year on the same terms and conditions of the contract subject to requirement and entire satisfaction of GMDC.

4. The successful bidder has to install weighbridges on three new RCC foundation and two on existing RCC foundation with required modification/heightening/ramp work etc. For three new RCC foundations successful bidder shall have to approve RCC foundation drawing from General Manger (P), GMDC and for modification of existing two no of foundation successful bidder shall have to visit the site and to gather actual repairing/modification/heightening/ramp etc. requirements detail form General Manger(P). Successful bidder shall have to carry out the work of RCC foundation as per prudent industrial practice.
5. In case of any reason including adverse working conditions during execution of the contract that may compel suspension/closure of the contract, GMDC shall be at liberty to conclude/postpone/complete/terminate/foreclose this contract. No compensation or payment shall be made on account of afore-stated events. Decision of GMDC in this regard shall be final and binding to the Successful Bidder.
6. All the activities arising under the scope of the works shall be complied with various statute/laws/Rules/Regulations etc. including Environmental laws and if the Successful Bidder fails to comply the laws; it will be done at the risk and cost of the Successful Bidder and expenses will be recovered from RA Bills of the Successful Bidder.
7. The Successful Bidder shall have to follow all safety norms. The Successful Bidder shall be responsible for safety of equipments and machinery. If any damages occur then the Successful Bidder shall be responsible for repairing the damages made to the equipments and plant of GMDC and compensate for the cost of damages.
8. GMDC shall not be made liable for any damage and /or compensation for the manpower and/or tools and tackles provided by the Successful Bidder.
9. Successful bidder has to co-ordinate promptly with existing Weighbridge O & M contractor for installation, commissioning etc.

10. RIGHT TO REVIEW THE PERFORMANCE:

GMDC reserves the right to review and assess the performance of the work at any time during the contract period. In case of poor or unsatisfactory performance and/or breach of any terms and conditions of the contract, GMDC shall have discretion to take appropriate action including termination of the contract.

CHAPTER – VI TERMS AND CONDITIONS OF THE TENDER

Gujarat Mineral Development GMDC Ltd., (herein after referred to as GMDC) proposes to award the works of **Supply, Build, Installation, Commissioning, and Comprehensive Maintenance Of Weighbridges.** as directed by GMDC from experienced and reputed Bidders at **LIGNITE PROJECT BHAVNAGAR, VILL. TAGDI, TAL. GHOGHA , DIST. BHAVNAGAR, GUJARAT.**

1 EARNEST MONEY DEPOSIT (EMD)

- 1.2 A non-interest bearing Earnest Money Deposit of **Rs.55,000 /- (Rupees Fifty Five thousand only)** shall be paid along with the tender, enclosed with Technical Bid documents in seal cover super scribed "TECHNICAL BID", in form of Demand Draft/ Pay order in favour of GMDC Ltd. payable at Ahmedabad from banks approved by Govt. of Gujarat from time to time(except Co-Operative bank) Any tender submitted without Earnest Money Deposit in the desired form or inadequate amount of EMD shall be summarily rejected and no claim shall be entertained on such rejected tenders.
- 1.3 List of the banks approved by Govt. of Gujarat is as per **Annexure- I.**
- 1.4 EMD will be refunded to unsuccessful bidders within 30 days of determination of the L1 Bidder.
- 1.5 The EMD of the Successful Bidder shall either be adjusted as a part of security deposit, if desired by the Successful Bidder or shall be refunded on receipt of security deposit amount as stipulated in clause No.2 of the Chapter-VI.
- 1.6 In case of non conformity, irresponsible behavior and fluctuation on the matter discussed/negotiated with the Successful Bidder regarding the contract work before issuing the LOI, the amount of the EMD paid will be forfeited and necessary further actions including black listing of the Successful Bidder may be initiated as may be deemed fit by the GMDC.

2 SECURITY DEPOSIT:

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

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

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

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

2.2 It shall be refunded to the Successful bidder, within a period of six months after satisfactory completion of the work and removal of equipment, tools tackles, campsite etc, and the due fulfillment of all the terms and conditions of the contract. The Successful bidder shall obtain "No Dues Certificate" and " Site Clearance " certificate to this effect from the General Manager [Project] / Project-in-Charge and shall submit the same to the General Manager [Power] at HO, who after verification of the fact will arrange for refund of SD. The successful bidder will also have to submit "NO DEMAND CERTIFICATE" along with the above mentioned certificate as per the Performa given in the tender document.

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

2.4 GMDC will reserve the right to recover the charges or the liquidated damages from the Security Deposit in the following circumstances-

- i. If the successful bidder or its employees causes any damage or destroy any property belonging to GMDC.
- ii. The shortfall amount of all compensations, penalties and other sums of money payable by the successful bidder or recoveries to be made under the terms of this contract which is due but not paid by the successful bidder in full, etc.
- iii. Any other dues on account of statutory compliance.

3. Payment:

3.1 Payment of Supply, installation and Commissioning:

The Successful Bidder shall submit invoice for the work executed within 7 days of the completion of the works. Invoice shall be processed after execution of the agreement only. Invoice shall be submitted to the office of the General Manager (Project) with following documents.

- I. Supply, Installation, commissioning stage wise and consolidated report
- II. MOM with GMDC

3.2 Payment of RA Bill -

A. Payment for the Work of Maintenance of Weighbridges.

B. GMDC shall make payment for the actual nos. of days of availability of each weighbridge, Monthly Running Account Bill shall be submitted to the office of the General Manager (Project) with following documents:

- I. Monthly Weighbridge Availability Report duly Certified by GMDC Officials
- II. Monthly Maintenance Carried out report along with consumption of consumables & spares etc.

4. MODE OF PAYMENT:

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

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

5. LIQUIDATED DAMAGES (L.D.):

5.1 LD for Delay in Supply, Installation & Commissioning: In the event of Supply, Build, installation and Commissioning of Weighbridge not being executed within the contractual delivery period given in the tender i.e within 30 days after the date of acceptance of LOI, liquidated damages @ 0.5 % of contract value of part of A of price bid per week with taxes and duties of delay or part thereof, subject to a maximum of 10 % of part – A of Price Bid, is recoverable from the successful bidder without prejudice to the right of GMDC to procure the balance materials at the risk & cost of the Successful Bidder.(period of more than 3 days will be considered as a week)

5.2 LD for Maintenance Work:

If the Successful bidder fails to maintain the installed weighbridge 24 X 7, Rs. 500 per hr for non availability of weighbridge shall be livable subject to a maximum of 10 % of the part – B of Price Bid, However one hour per day per weighbridge will be permissible to carry out the necessary cleaning and maintenance etc. works on weighbridge.

5.3 In case of any breakdown in the weighbridges during operation, the fault shall have to be rectified by the Successful Bidder to set right the weighbridge breakdown promptly, failing which liquidated damage shall be imposed as per clause 5.2 above. However, no liquidated damage shall be imposed on the successful bidder(s) in case of reasons not attributed to Successful Bidder(s) subject to verification by GM (Project)/Mine Manager.

5.4 Under any circumstances, GMDC shall not be liable to pay any compensation to the Successful Bidder.

6. STATUTORY OBLIGATIONS

6.1 That the Successful Bidder shall get his own License under Contract Labour (Regulation and Abolition) Act. It shall be binding to get the same renewed from time to time and shall maintain all the records as per the act.

6.2 That the Successful Bidder shall be responsible to enroll his employees, deduct, add and deposit in the relevant accounts the contributions as required under the Employees State Insurance Act, 1952 and the Employees Provident Funds and Miscellaneous Provisions Act 1952 and any other enactment's covered under the various applicable labour laws as well as maintain all books of records for the staff and employees deputed by it for this contract such as required under any laws applicable. The Successful Bidder shall also furnish a copy of such statements as documentary proof to the GMDC.

6.3 That if the Successful Bidder is not covered under the Employees State Insurance Act, 1952 then it shall be the duty of the Successful Bidder to take appropriate insurance cover under the Workmen Compensation Act and take Group Personal Accident Policy for all the employees deputed at the project site.

6.4 The Successful Bidder has to issue to the employee's Identity card with their photos and shall also maintain relevant register.

- 6.5 That the Successful Bidder shall give leave/holiday to its workforce as per the provisions of labour laws applicable.
- 6.6 That the Successful Bidder would obey with all applicable laws and maintain all such necessary records as necessitated under such enactments.
- 6.7 Every person deployed by the Successful Bidder in a plant must wear safety gadgets to be provided by the Successful Bidder.
- 6.8 The Successful Bidder will be required to obtain License from the office of the Labour Commissioner for the required strength of labour, before commencement of work at site and the same shall be maintained updated and valid throughout the currency of the contract.
- 6.9 If any amount becomes payable by GMDC as a result of any claim or application in terms of the provisions or non compliance of provision of the any Acts and the Rules and Regulations, By-laws or the Orders made there under, applicable from time to time, such amounts shall be recoverable from the Successful Bidder for which GMDC will not be responsible for any compensation.
- 6.10 The Successful Bidder shall also indemnify the GMDC against any claims, compensations, damages, loss, liquidated damages etc. for breach and / or non-fulfillment of the prevailing Rules and Regulations and other statutory provisions in force from time to time and applicable to the work during the currency of contract.
- 6.11 The Successful Bidder shall comply with other statutory provisions of Law.

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

- 7.1 The Successful Bidder shall comply with all applicable laws, ordinances, approved standards, rules and regulations, and shall procure all necessary municipal and governmental permits, licenses and inspection and shall pay all fees and charges in connection with the items covered by the contract. The Successful Bidder shall serve GMDC harmless as a result of any in factions thereof. Successful Bidder will be solely liable for all non compliances.
- 7.2 The following are some of the major Government of India Acts and Regulations to be complied with by the Successful Bidder. The List is illustrative and not exhaustive.
 - 7.2.1 The Indian Mines Act of 1952 and Amendments and Rules (Amended up to date)
 - 7.2.2 The Minimum Wages Act, 1948
 - 7.2.3 The Employees Compensation Act 1923 and Amendment Act 2010
 - 7.2.4 The Payment of Wages Act 1936 and Amendment Act 2012
 - 7.2.5 Payment of Bonus Act 1965 and Amended up to date
 - 7.2.6 Contract Labour Regulations& Abolition Act 1970
 - 7.2.7 Interstate Migrant Workmen (Regulations) Act 1979
 - 7.2.10 The Standard of Weight & Measurement Act, 1976 and subsequent amendments

from time to time.

8. NOTICE

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

9. BANKRUPTCY ETC.

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

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

10. CANVASSING NOT PERMITTED

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

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

11. TERMINATION OF CONTRACT

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

12. ARBITRATION

All questions, disputes, differences whatsoever which may at any time arises between the parties to this Tender and subsequent contract in connection with the Tender and subsequent contract or any matter arising out of or in relation thereto, shall be referred to Sole Arbitrator as per the provisions of Arbitration and Conciliation Act, 1996 and subsequent amendment thereto and the venue of arbitration proceedings shall be at Ahmedabad only. The Language of the Arbitration shall be in English only.

13. GOVERNING LAW

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

14. JURISDICTION:

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

15. PROVISIONS RELATED TO INSURANCE:

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

time to time and recover the amount thus paid from any moneys due by the Successful Bidder

16. TRAVELING, LIVING AND OTHER EXPENSES:

The Contract price shall include all salaries, and wages, all traveling time and expenses, boarding and lodging allowance and medical expenses of all personnel furnished by the Contractor and all payments which the Contractor may have to make in relation to the work, to the labourers and other personnel employed. Further the contract price shall include all taxes and liability in respect of Employee's Compensation Act, Employee State Insurance Act and Employees Provident Fund Act, etc.

17. NON FULFILMENT OF TERMS AND CONDITION OF THE CONTRACT

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

18. ACCIDENT ETC. AND RESPONSIBILITIES OF BIDDER:

- 18.1** The entire responsibility on account of any accidents, damage or personal injury which may occurred to any of the Successful Bidder's vehicles/ equipments or his/its employees or any outside party shall be exclusively that of the Successful Bidder and no claim

whatsoever shall be entertain by the GMDC on this account. The Successful Bidder shall keep the GMDC indemnified from all the consequence.

- 18.2** In the event of any breakdown or accident during the course of any operation, the Successful Bidder shall notify the facts to the Project Authority or any other officer immediately present there of such incidence and shall simultaneously make adequate remedial arrangements on his/its own cost and risk and as per the instruction of the Project Authority.
- 19.3** The Successful Bidder shall pay all claims, damages and compensation with cost arising out of or resulting there from to the third party(s) and in case the GMDC would be required to face any proceedings all to pay any amount on the aforesaid account, it shall be deemed to have been discharge on behalf of the Successful Bidder, the same amount shall be recovered from the Successful Bidder's bill or dues pending towards GMDC.

20 GENERAL CONDITONS

- 20.1** Medical examination of all persons to be employed by the Successful Bidder at the Bhavnagar project shall have to be conducted as per law.
- 20.2** All the tools, tackles and equipment proposed to be used in the Bhavnagar project shall be physically examined by GMDC's Engineers for verifying its use-worthiness in the mines.
- 20.3** All the persons of the Successful Bidder engaged inside the Bhavnagar project area must wear Helmet and Shoes. As and when required other personal protective wears shall also be provided to them.
- 20.4** The Successful Bidder shall take adequate statutorily prescribed insurance cover for all men and machinery engaged by him/it for performance of the work at site. Any insurance claim brought against the GMDC by an individual or by customers or by any such other persons who suffered damage due to negligence of the Successful Bidder or his employees, the same shall be settled by the Successful Bidder at his cost.
- 20.5** The Successful Bidder has to ensure supervision of the work through duly qualified and competent persons and also has to make sure that a responsible Manager/ Engineer is full time available on work site to whom GMDC can issue the instruction and who can fulfill such instructions. Successful Bidder shall appoint qualified Manpower.
- 20.6** The Successful Bidder shall not change the constitution of the firm/name during the currency of the contract without prior approval of GMDC. Upon such change in constitution and/or name, Supplementary agreement to that effect shall be executed and if the SD is submitted in form of BG/FD than fresh BG in the name and/or constitution shall be submitted failing which necessary action as deemed fit by GMDC shall be taken.
- 20.7** All the staff members of the Successful Bidder shall carry Photo Identity Card while on duty.
- 20.8** The Successful Bidder shall provide necessary arrangement for transportation of manpower from Township or other locations to work site with all the required safety

provisions/devices enforced by statutory authority and other applicable laws/rules or as directed by GMDC authority.

- 20.9** All the equipment to be deployed by the Successful Bidder must be maintained in proper working order and be fitted with all the required safety devices enforced by statutory authority e.g. Audio Visual Alarms, fire extinguisher etc.
- 20.10** In case of any Central/State Government directives regarding Weighbridges operation and execution of work related thereto, the same shall have to be strictly adhered to and binding upon the Successful Bidder for implementation, for which GMDC will not be responsible for any compensation.
- 20.11** The Successful Bidder shall abide by the provision of "The Standard of Measure Act" for Any consequences arising out of non-compliance of said Provisions will be at the Successful Bidder's sole risk and cost, for which GMDC will not be responsible for any compensation.
- 20.12** To meet the exigencies arising out of natural calamities or disaster or during any emergency, GMDC reserves the right to take away any of the equipments/machineries deployed at the project site with a mutually consented rate. A separate agreement will be made to this effect.
- 20.13** MD-GMDC is authorized to take suitable decision and action in case of requirement to amend/alter the contract conditions/quantities of the works/ extension of the contract period/allotment of additional works/revision of the rates of the work etc. if necessary in the interest of GMDC.
- 20.14** Hostel Accommodation to employee of successful bidder, if required shall be provided on chargeable basis as per prevailing rates of GMDC.

21 SUB-CONTRACT:

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

22 COMPLETION OF WORK:

- 22.1** Upon the Successful Bidder fulfilling the entirety of its obligations under the Contract to the satisfaction of GMDC and subject to terms and conditions of the Contract, it shall become eligible to apply for a Completion Certificate. The General Manger (Project) of Bhavnagar project of GMDC shall formally issue the Completion Certificate, after verifying from the completion documents and satisfying himself that the Works under the Contract have been completed in accordance with all the provisions of this Contract. The Successful Bidder, after obtaining the Completion Certificate shall become eligible to present the final bill for the Works executed by it under the Contract.
- 22.2** Upon completion of Works under the Contract and before the application for the Completion Certificate, the Successful Bidder shall clear the project of GMDC of all rubbish,

dirt, structures, scrap, oily rags etc. Failure to clear the project may constrain GMDC to clear the said site at the risk and cost of the Successful Bidder.

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

23 FORE CLOSURE:

- 23.1** In case of any necessity arising due to local working conditions or any unforeseen reason not in the control of the GMDC or of the Successful Bidder, Committee comprising of representative of GMDC, Successful Bidder and Outside Expert from Technical and Financial background shall be constituted and Committee will look into the reasons/causes and analyze the conditions as to whether the work awarded is feasible to continue with the existing terms and conditions of the contract or any other available option or to Fore Close the contract in the interest of both the GMDC and the Successful Bidder.
- 23.2** If after study of the prevailing conditions of the contract under execution, committee recommends to Fore Close the contract keeping in view the financial implication to both the GMDC and Successful Bidder, guideline/Modality of the Fore Closure of the contract shall be decided by the committee considering the work executed and unexecuted, period of the contract completed and balance period of the contract, value of the work executed and value of the work unexecuted etc.

24 FORCE MAJEURE :

- 24.1** Force majeure is herein defined as any cause which is beyond the control of the Successful Bidder or the GMDC as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:
- 24.1.1** Natural phenomena such as flood, draughts Cyclone, earthquake and epidemics, declaration of war.
- 24.1.2** Acts of any government, including but not limited to war, declared or undeclared priorities, quantities, embargoes, providing either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such cases.
- 24.2** The Successful Bidder will advise, in the event of his having resort to this clause by a registered letter duly certified by the statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition. In the event of delay lasting over two months, if arising out of Force Majeure, the contract may be terminated at the discretion of the GMDC.
- 24.3** For delay arising out of Force Majeure, the Successful Bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of force Majeure and neither company nor the Successful Bidder shall be liable to pay extra costs (like increase in rates, remobilization, advance, idle charges for labour and machinery

etc.) provided it is mutually established that the Force Majeure conditions did actually exist.

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

24.5 The Successful Bidder of the GMDC shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/ or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time given though such cause any occur after Successful Bidder's performance of his obligations has been delayed for other causes.

25 CHANGE IN LAW:

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

26 INTERPRETATION:

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

27 RESPONSIBILITY OF SUCCESSFUL BIDDER :

27.1 The power and water if required by Successful Bidder will be provided by GMDC.

27.2 Successful Bidder shall be responsible for taking all the required approvals of concerned competent authorities for installation, commissioning, and maintenance of the weighbridges and for any such approvals/clearances required, GMDC will extend necessary co-operation, if necessary.

27.3 Service / spares required to rectify the defects to be set right in the weighbridges for their effective and efficient working shall be provided immediately by the Successful Bidder(s) for the purpose. Running & mandatory spares, for continuous & trouble free operation of weighbridges shall be the responsibility of bidder.

28 ELECTRICALS :

GMDC will provide 3-phase power for operation of weighbridges from a sub-station. It shall be the successful bidder's responsibility to make arrangements for suitable electrical panels and power distribution systems to all user points and provide and maintain appropriate earthing arrangements.

29 RCC PLATFORM :

The successful bidder has to install weighbridges on three new RCC foundation and two on existing RCC foundation with required modification/heightening/ramp work etc. For three new RCC foundations successful bidder shall have to approve RCC foundation drawing from General Manger (P), GMDC and for modification of existing two no of foundation successful bidder shall have to visit the site and to gather actual repairing/modification/heightening/ramp etc. requirements detail form General Manger(P). Successful bidder shall have to carry out the work of RCC foundation as per prudent industrial practice.

Successful bidder Shall have to leave the RCC Foundation with useable condition upon expiry of contract. For proper design, installation bidder shall have to visit project and design of weighbridge to be made accordingly. If any modification required in RCC Foundation it is in bidder cost and no any extra cost will be payable by GMDC in this regards.

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

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

PRICE BID

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

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

FORM -C-1

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

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

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

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

Form - C-2

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

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

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

FORM - C-3

DETAILS OF BIDDER

Particulars	
Whether enlisted in other dept., if yes, then furnish the details pertaining to class and the amount qualified to tender	
Was the applicant or its partners or Directors black listed in past by any Govt. or any other body.	
Details pertaining to the work incomplete, if any	
Details of the litigation, court cases and arbitration either completed or under progress during last 10 years against your entity or any partner/proprietor of present Company was associated in any capacity.	

FORM - F

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

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

Name of Works:

- The Work of _____.

NO DEMAND CERTIFICATRE

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

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

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

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

Signature & Stamp of the Bidder

Date:

Signature & Address of

Witnesses. 1. _____

2. _____

FORM – G

DECLARATION

(On letter head of the Bidder)

FROM:

DATE:

To,

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

Dear Sir,

I/we here by solemnly declare that any of our Directors or Partners, jointly or severally and/or individually or our firm/Company 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/Company in this regard in any manner that may be deemed fit by GMDC.

Yours faithfully,

Signature and Stamp of the Bidder

FORM H

(FORMAT FOR AFFIDAVIT)

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

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

1. I/We are submitting Tender for the work _____ against Tender No. _____
2. None of the Partners/Directors of our firm/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 I

CERTIFICATE OF NETWORTH AND TURNOVER

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

1. Net Worth= Rs._____ as on 31/3/2019.

2. Turn Over = Rs._____ for the Year 2016-17.
Rs._____ for the Year 2017-18.
Rs._____ for the Year 2018-19.

Average Turnover of Rs._____

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

FORM - J

UNDERTAKING OF INDEMNITY
(On Letter head of the Bidder)

To,

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

Dear Sir,

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

Yours faithfully,

For -----

(Signature & Stamp of the Bidder)

FORM - K

DECLARATION ABOUT THE SITE VISIT
(On letter head of the Bidder)

Name of Works:

- The Work of _____.

We _____ hereby certify that we have visited the site in respect of Tender No. ____ for all the works mentioned above at _____. We have obtained all relevant details, information, data, existing working conditions, existing industrial environment etc. We have also studied the mining scheme proposed in the tender and availability of power supply, water supply, man power, machineries, transportation facility etc.

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

SIGNATURE OF THE BIDDER WITH SEAL.

Dated

FORM - L

DECLARATION OF UNCONDITIONAL OFFER
(On letter head of the Bidder)

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

SIGNATURE OF THE BIDDER WITH SEAL.

Dated

FORM - M

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

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

SIGNATURE OF THE BIDDER WITH SEAL.

Dated

PRICE BID FORM – AA
(To be submitted online)

A. Supply, Installation, Commissioning, Of Weighbridges (Excluding GST)							
Sr. No.	Description	No of Weighbridge	Unit	Rate in Rs. per Weighbridge	Total Rate in Rs.		
1	Supply, Build, Installation, commissioning of 5 Nos. weighbridges of 50MT capacity each for Weighment of empty and loaded trucks to weigh all minerals and materials.	5	Nos.				
Total of A (Excluding GST)							
B. Maintenance of Weighbridges (Excluding GST)							
Sr. No.	Description	No of Weighbridge	Unit	Rate in Rs. per Weighbridge/Day	Total Rate for 5 WB in Rs./Day	Amount in Rs. one year (365 days)	Amount in Rs. for three year (365 x 3 = 1095 days)
2	Comprehensive Maintenance of 5 Nos. weighbridges of 50MT capacity each with spares, consumables, tools and tackles for Weighment of empty and loaded trucks for Weighment of all minerals and materials	5	Nos				
Total of B (Excluding GST)							
Total of A + B (Excluding GST)							

Signature of Bidder with seal

Dated: _____

FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT (SD)

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

..... (Name of the Bank)

Address.....

Guarantee No.....

A/C Messrs..... (Name of Bidder)

Date of Expiry.....

Limit to liability (currency&amount).....

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

For..... (Name of Facilities)

Subject: Security Deposit Bank Guarantee.

Date.....20

To,

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

Dear Sir,

In consideration of Gujarat Mineral Development Corporation (hereinafter called "GMDC") which expression shall unless repugnant to the subject of context include his successors and assigns having agreed to exempt M/s..... (herein after called "Bidder") from demand under the terms and conditions of "Technical Bid Document" (hereinafter called the said "Bidding Document") issued by the GMDC vide TenderNo._____for the work_____

(Name of the facilities) from Security Deposit (SD) of Bid for the due fulfillment by the Bidder of the terms and conditions contained in the said Bidding Document on production of Bank Guarantee for INR _____ (_____ only) (figure in words).

1. We the _____ (Name of Bank) hereinafter referred to as "Bank" having our registered office at _____ (address of Bank) do hereby undertake and agree to indemnify and keep indemnified GMDC to extent of INR _____ (_____ only) (figures in words) against any losses, damage cost, charges and expenses caused to or suffered by or that may be caused or suffered by GMDC by reason of any breach or breaches by the Bidder of any of the terms and conditions contained in the said Bidding Document and unconditionally pay the amount claimed by GMDC on demand and without demur to the extent aforesaid.
2. We _____ (Name of Bank) do hereby undertake to pay the amounts due and payable under the guarantee without any demur merely on a demand by you stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by you by reason of any breach by the said Bidder of any of the terms or conditions contained in the said Bidding Document by reason of the Bidder's failure to fulfill the conditions of said Bidding Document. Any such demand on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR _____.
3. We _____ (Name of Bank) further agree that GMDC shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of terms and conditions of the said Bidding Document and the extent of loss, damages, costs, charges and expenses caused to or suffered by or that may caused to or suffered by GMDC on account hereof to the extent of the Bid Security required to be deposited by the Bidder in respect of the said document and the decision of GMDC that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damages, costs, charges, and expenses caused to or suffered by or that may be caused to or suffered by GMDC shall be final and binding on us.
4. We _____ (Name of Bank) further agree that guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance on the said Bidding Document and that it shall continue to be enforceable till you certify that terms and conditions of the said Bidding Document have been fully and properly carried out by the said Bidder and accordingly discharge the guarantee. Unless a demand or claim under this guaranteed is made on us in writing on or before the (date) _____ we shall be discharged from all liability under this guarantee.
5. We _____ (Name of Bank) further agree with you that you have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bidding Document or to extend time of performance by the said Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by you against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said Bidding Document and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Bidder or for any forbearance act or omission on your part or any indulgence by you to the said Bidder or any such matter or thing whatsoever under the law relating to sureties would but for this provision have effect of so relieving us.
6. It shall not be necessary for GMDC to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which GMDC may have obtained from the Bidder at this time when proceeding are taken against Bank hereunder be outstanding or unrealized.
7. We _____ (Name of Bank) further undertake to unconditionally pay the amount claimed by GMDC merely on demand and without demur to the extent aforesaid.
8. We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of GMDC in writing and agree that any change in the constitution of GMDC or the Bidder or the said Bank shall not discharged our liability hereunder dated _____ day of _____ 20 . _____ for _____ (Name of Bank)

Yours faithfully

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