



**GUJARAT MINERAL DEVELOPMENT CORPORATION LTD**

(A Govt. of Gujarat Enterprise)

CIN :L14100GJ1963SGC001206

GST :24AAACG7987P1ZT

**TENDER NO. : 18/PP/CHIMNEY LADDER-PLATFORM /2022**

**Work of Replacement of MS Ladder , Platform and with  
other works up to 30.00 meter height**

**for two numbers of Chimneys**

**At**

**2X125 MW Akrimota Thermal Power Station**

**Village- Nani Chher , Tal: Lakhpat ,**

**Dist- Kutchh**

**TECHNICAL BID-I**

**GMDCLTD**

**Khanij Bhavan, Near University Ground, 132 feet Ring Road  
Vastrapur, Ahmedabad-380 052**

**Phone : (079) 27913200, 27913501 Fax No : (079) 27911540**

**Email: [civil@gmdcltd.com](mailto:civil@gmdcltd.com) Website: [www.gmdcltd.com](http://www.gmdcltd.com)**



## NOTICE INVITING TENDER

### e-TENDER NOTICE

GMDC invites e-Tender from reputed bidders for the Work of Replacement of MS ladder , Platform and with other works for two numbers of Chimneys up to 30.00 meter height at 2x125 MW Thermal Power Station , Village- Nani Chher , Tal: Lakhpat, Dist- Kutchh

Sr.no	Description	Details
1	e-Tender No.	<b>18/PP/CHIMNEY LADDER-PLATFORM /2022</b>
2	Name of Work	Work of Replacement of MS ladder , Platform and with other works for two numbers of Chimneys up to 30.00 meter height at 2x125 MW Thermal Power Station , Village- Nani Chher , Tal: Lakhpat, Dist- Kutchh
3.	Location of the Project	at GMDC Plant At 2x125 MW Akrimota Thermal Power Station At Village- Nani Chher , Tal: Lakhpat, Dist- Kutchh
4	Total Estimated Cost	Rs. 61,23,700/-
5	Tender processing fee (Non Refundable)	Rs: 2832/- by D.D.-DD should be in favour of 'GMDC Ltd' , payable at Ahmedabad from Bank approved by Govt. of Gujarat from time to time (except Co-Operative Bank) in the form and manner acceptable to the GMDC. <b>Note: Tender processing fee is including GST at 18 % . Bidder should mentioned their GST number in forwarding letter to get the benefit of input tax credit</b>
6.	Earnest Money	Rs: 61,500/- -By D.D. should be in favour of 'GMDC Ltd' , payable at Ahmedabad from Bank approved by Govt. of Gujarat from time to time(except Co-Operative Bank)in the form and manner acceptable to the GMDC. It is to be enclosed along with technical bid only; failing which tender will not be considered as a valid tender. <b>NOTE: EMD submitted by way of any other instrument other than DD and /or for an amount less than the prescribed amount , the bid will be summarily rejected.</b>
7.	Security Deposit	5 % of contract value (including EMD) in form of D.D . DD should be in favour of 'GMDC Ltd' , payable at Ahmedabad from Bank approved by Govt. of Gujarat from time to time(except Co-Operative Bank) It should be submitted within 15 days from the date of issuance of LOI.
8	Retention Money	Retention money deposit will be deducted from every RA bill @ 5 % of the value of the work amount, which will be released within one month from completion of the work.



9	Time period	4 Months
10	Last Date and time for Downloading of Tender document.	Dt- 8/8/2022 up to 18.00 hours
11	Last date and time for On line submission of tender.	Dt- 8/8/2022 up to 18.00 hours
12	Last date for Submission of Tender processing fee, EMD and Supporting doc. for Tech. bid during office hours in person.	Dt- 10/8/2022 up to 18.00 hours <b>Note: The tender documents submitted after due date shall not be considered for scrutiny and outright rejected.</b>
13	Date and time for opening of Technical bid	Dt- 12/8/2022 At 15.00 hours
14	Validity of Offer	180 days after opening of Price bid

1. **In case of any discrepancy, the tender notice (NIT- Notice Inviting Tender) published on website "nprocure.com" shall prevail.**
2. GMDC reserves the right to cancel the tender at any stage of tender process or reject any or all the tenders without assigning any reason thereof. GMDC reserves the right to split the work between more than one bidder.
3. Tender received without Tender processing fee and E.M.D. will be summarily rejected.
4. The bidder shall have to enclose the D.D. of Tender processing fee and E.M.D. amount in the sealed technical bid cover without fail. If demand drafts are not enclosed in the sealed technical bid cover then the tender will not be considered for scrutiny and will be summarily rejected.
5. Bidder registered either in DGS & D, SSI, and NSIC or in the Central/ State Govt. or Central / State Govt. undertaking is not exempted by GMDC for paying EMD, Security Deposit , Tender Processing fee etc. As well as no price preferences over the quoted rate will be considered.
6. Tender is in three bid system, i.e. PQ bid, Technical Bid and Price Bid. First the PQ bid and Technical bid will be opened .The same will be scrutinized by the GMDC and price bid will be opened only for those bidders, who qualify themselves in Technical bid.
7. The bidder is required to quote the rate strictly as per the terms and conditions mentioned in the Tender document. The conditional tender or tender submitted for part items will not be considered and shall be liable for outright rejection. If for any item, rates are not quoted or quoted with 'zero' then tender of same bidder shall be summarily rejected.
8. It is advisable to visit and inspect the location of work where work is required to be executed . Bidder has also to understand feasibility and other factors of works which will be related to and may affect the works before quoting the rates. After submission of on line tender and technical documents as per tender notice , nothing will be taken in consideration



9. The tender documents submitted after due date shall not be considered for scrutiny and shall be summarily rejected. No claim whatsoever in nature shall be entertained by GMDC in this regard and submitted cover /covers will be return intact as received.
10. Tenders will be considered only of those bidders having Provident Fund Number received from Regional Provident Fund Commissioner's office, GST no. and permanent Account Number of Income Tax and qualified as per Pre qualification criteria/bid.
11. Tender documents are only available in Electronic form. The bidder should submit all the forms electronically only. Bidders may take out the print of the tender.
12. Bidders who wish to participate in this tender will have to register on <https://gmdc.nprocure.com> . Further bidders who wish to participate in online tenders will have to procure Digital Certificate as per information technology Act 2000 using which they can sign their electronic bids. Bidder can procure the same from (n) code solution- a division of GNFC Ltd, who are licensed Certifying Authority by Govt. of India and they will assist them in procuring the same at below mentioned address. Bidders who already have a valid Digital certificate need not procure a new Digital Certificate.

(n) Code Solution  
A division of GNFC  
304, GNFC Infotower, Bodakdev,  
Sarkhej- Gandhinagar highway,  
Ahmedabad- 380 054  
Toll Free- 1-800-419-4632  
Fax: =91 79 40007533, E-mail: [nprocure@ncode.in](mailto:nprocure@ncode.in)

**Sr. Manager [Civil]**

GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED  
(A Govt. of Gujarat Enterprise)  
Khanij Bhavan, Near University Ground, 132 feet Ring Road,  
Vastrapur, Ahmedabad-380 052  
Phone: (079) 27913200, 27913501 Fax No: (079) 27911454 **Website [www.gmdcltd.com](http://www.gmdcltd.com)**



## INTRODUCTION

M/s. Gujarat Mineral Development Corporation Limited, Ahmedabad (hereinafter referred to as GMDC invites e- tenders for the subject works from experienced and financially sound contractor, who are in the field of Fabrication, Erection of structural steel works for the plant structures and worked at minimum height of 30 meter height and its related works . This tender is in three bid evaluation system - Part I , II & III. Part I - Preliminary Bid, Part II Technical and Part III - Price Bid,

**Name of Work** : Work of Replacement of MS ladder , Platform and with other works for two numbers of Chimneys up to 30.00 meter height at 2x125 MW Thermal Power Station , Village- Nani Chher , Tal: Lakhpat, Dist- Kutchh

The total estimated cost of proposed work is approximately Rs. 61,23,700/- , including cost of all materials , consumable, man power, tools, tackles ,machineries, equipment, required machineries ,mobilization , de mobilization , safety measures, transportation, all applicable cess, levies, duties , professional tax , turn over tax , all other levies and duties etc. as per Government rules but excluding of GST , to complete the work in all respect.

### **Details of the Project:**

2x125 MW AkriMota Thermal power Station(ATPS) Location: Village: NaniChher , Tal: lakhpat, Dist: Kutchh Contact Person- M- 9099952457	Nearest town- Bhuj 160 Kms. (Approx) Nearest railway station- Bhuj 160 Kms. (Approx) Nearest Port Kandla (220 Kms) Nearest Airport- Bhuj 160 Kms. (Approx) Access Roads- National Highway no- 8 A to Gandhidham connects Bhuj. State Highway no-45 connects Bhuj to ATPS
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The main scope of the work is Repairs, retrofitting & protection of 30 M high RCC Chimney for at ATPS , Nani Chher . Under the scope of this tender the agency has to carry out the subject work, various civil works as per all items of Price Bid and as per detail technical specifications items. The quantities taken under individual items are very tentative. However the agency has to carry out the works as per the GMDC's requirements. Design drawings will be issued by GMDC and based on this the fabrication drawings are to be provided by agency.

The scope of work to be carried out by the contractor shall also include clearance of site, disposal of debris and excavated materials etc. Contractor has to make arrangement for workable site condition with the co operation of departments of GMDC and agencies, all necessary arrangement to get work permit is to be made by contractor. Day to day cleaning is required after completion of job. The removed materials and any other unwanted materials are to be transported and taken away as instructed by E.I.C.



The major works involvement generally mentioned as under:

- Dismantling of the existing cage ladder and Platform works
- Fabrication and Erection of structural steel works
- Hot Dip Galvanizing of the Structural steel works
- Removal of loose and damaged plaster
- Providing and placing ready mixed high strength fibre reinforced thixotropic mortar



## **Chapter -I**

### **INSTRUCTIONS TO THE BIDDERS:**

Bidders are advised to read the instructions, evaluation norms and other terms and conditions described in these documents under different Chapters carefully before submitting their offer. In case of any doubt they may contact Sr. Manager (Civil) at the head office of the GMDC at Ahmedabad.

#### **THE TENDER & THE OFFER:**

It is a three-bid system. The bid is required to be submitted on line at <https://www.nprocure.com> by the date and time prescribed in the tender notice as under:

##### **Part - I Preliminary Bid**

The DD details to be mentioned in on line where as tender processing fee and EMD to be submitted physically as per tender notice at GMDC Ahmedabad office.

##### **Part - II Technical bid**

Technical bid documents are to be submitted off line. However, the documents required to be submitted in support of experience, financial position, status of the bidder, machinery and equipment owned by the bidder etc. as well as tender processing fee and EMD in the desired form shall be placed in sealed cover super-scribed "TECHNICAL BID, Tender No. , and Name of work", should be submitted separately at Corporate Office, Ahmedabad before stipulated time. During scrutiny of the Technical bid, if any shortfall details/ documents are observed , the same may be asked by mail or other means , then the same will have to be submitted within due date and time, otherwise bid will not be considered for further evaluation .

##### **Part - III Price-bid**

- To be submitted only on line before the stipulated time.

#### **Opening of bids**

- a. **Preliminary bids will be opened after verification of receipt of payment towards Tender processing fee and EMD.**
- b. On verification of the supporting documents for technical qualification, the 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 view the price bids online.

Bidder shall have to qualify as per qualification criteria of this tender document for the work under reference. Bidder shall submit the required supporting documents relevant to qualification criteria for technical evaluation of the bid.

Tender Documents are uploaded on website of n-procure and GMDC.

If required, inspection visit will be made by GMDC for job of similar nature / construction work executed by the bidder.



If two bidders become L1, then the preference will be given to the bidder who have higher average annual turn over of last five financial years ended on 31/3/2021

Bidder is required to submit a copy of PF registration number received from RPFC office along with the tender, failing which the bid will be rejected summarily.

Decision of the GMDC regarding pre- qualification based on the documents furnished by the bidders will be final and binding to all the bidders and no correspondence will be entertained from any of the bidders in this regard.

The bidder who have earlier been awarded contract by GMDC for any job which either they 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 the tender.

GMDC is entitled to ask the contractor to discontinue any work which does not meet the expected and/or specified standards and for which no compensation shall be payable to the contractor .

The successful Bidder will have to enter into an agreement with the GMDC on a non judicial stamp paper of Rs.300/- ( to be provided by the successful Bidder) in the form approved by the GMDC covering all terms and conditions interlaid that are advertised and stated in this tender form and those which may be agreed upon or modified by both parties during subsequent correspondence / discussions / negotiations within 30 days of acceptance of Letter of Intent (LOI).

**Corrigendum:**

Corrigendum are the part of the tender Document.

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- II**  
**Instruction to Bidders for Online Tendering**

Further details of this tender are as under

1.0	<p><b>Particulars: Tender No- 18/PP/CHIMNEY LADDER-PLATFORM /2022</b></p> <p>Work of Replacement of MS ladder , Platform and with other works for two numbers of Chimneys up to 30.00 meter height at 2x125 MW Thermal Power Station , Village- Nani Chher , Tal: Lakhpat, Dist- Kutchh</p>
<b>2.0</b>	<b>Down loading of Tender Documents</b>
2.1	Bid document will be available on web site up to date shown above in NIT
2.2	Bidders who wish to participate in this tender will have to get them self-registered on web site <a href="https://nprocure.com">https://nprocure.com</a>
<b>3.0</b>	<b>Digital Certificate</b>
3.1	<p>Bidders who wish to participate in on line tender will have to procure / should have legally valid digital Certificate as per Information Technology Act, 2000 using which they can sign their electronic bids.</p> <p>Bidders can procure the same from any of the license certifying Authority of India or can contact (n) Code solutions- a division of GNFC Ltd, who are licensed certifying Authority by Govt. Of India</p>
3.2	All bids should be digitally signed. For details regarding digital signature certificate and related training involved, the below mentioned address should be contacted
3.3	<p><b>(n) Code Solution A division of GNFC</b></p> <p>(n) Code Solution ,A division of GNFC ,304, GNFC Infotower, Bodakdev, Sarkhej-Gandhinagar highway,Ahmedabad- 380 054, Toll Free- 1-800-419-4632,Fax: =91 79 40007533, E-mail: <a href="mailto:nprocure@ncode.in">nprocure@ncode.in</a></p>
3.4	Bidders who already have a valid Digital certificate need not procure a new digital certificate.
<b>4.0</b>	<b>On line Submission of Technical &amp; Price Bid</b>
4.1	After submission of the bid as per schedule date & time, bidder cannot edit their offer submitted in any case.



4.2	Bidders shall submit their offer, i.e. Technical bid as per clause 5.1 of this chapter and Price bid in Electronic format online only on above mentioned website on or before date and time shown above after Digitally signing the same.
4.3	Offers submitted without digital signature will not be accepted
4.4	Price bid in physical form will not be accepted in any case and bid submitted shall be summarily rejected .
<b>5.0</b>	<b>Submission of Tender Processing Fees and other Documents .</b>
5.1	Bidder shall have to submit DD for Tender processing fee, EMD and other documents as mentioned above in physical form so as to reach on date shown above, during office hours to Sr. Manager(Civil), Civil Department, GMDC Limited 'Khanij Bhavan' , 132'Ft ring road, Nr. University Ground, Vastrapur, Ahmedabad- 380 052 in person only . <b>Note: The tender documents submitted after due date shall not be considered for scrutiny and shall be summarily rejected. No claim of whatsoever in nature shall be entertained by GMDC in this regard.</b>
5.2	Bidder has to submit the documents as said in 5.1 above and no other condition in any form shall be considered at all, at the time of evaluation of the tender, i.e. the bidder shall have to submit unconditional offer without differing from any of the tender condition.
<b>6.0</b>	<b>Opening of Tender</b>
6.1	Opening of bid documents will be held on Date & time shown as per NIT , in the office of GMDC Ltd, Sr. Manager(Civil), Civil Department, at 'Khanij Bhavan' , 132'Ft ring road, Nr. University Ground, Vastrapur, Ahmedabad- 380 052 .
6.2	After completion of Technical scrutiny, price bid of only qualified bidders would be opened online who are found to be substantially responsive
<b>7.0</b>	<b>Contacting Officer</b>
7.1	Further details / clarification , if any required, will be available from - Sr. Manager(Civil), GMDC Ltd, , Civil Department, at 'KhanijBhavan', 132'Ft ring road, Nr. University Ground, Vastrapur, Ahmedabad- 380 052 Ph no. 079- 2791 3200
7.2	In case bidder needs any clarification /assistance or if training required for participating in online tender , they can contact at following office
7.3	<b>(n) Code Solution-A division of GNFC-301, GNFC Infotower, Bodakdev,Ahmedabad- 380 054</b> Tel: +91 26857316/17/18, Fax: =91 79 26857321  E-mail: <a href="mailto:nprocure@ncode.in">nprocure@ncode.in</a> Mobile: 9327084190 , 98985889652
<b>8.0</b>	<b>General Instructions:</b>

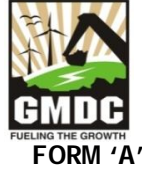


8.1	The Tender processing fees submitted will not be refunded under any circumstances
8.2	EMD in the form specified in tender document only shall be accepted.
8.3	Tender without Tender processing fees, earnest money deposit (EMD) and which do not fulfil all or any of the condition or submitted incomplete in any respect will be rejected.
8.4	Bidders approved either by the Central/ State Govt. or Central / State Govt. undertaking is not exempted by GMDC for paying EMD , SD, Tender Processing fees etc.
8.5	Conditional tender shall not be accepted.
8.6	This tender notice shall form a part of tender document
8.7	Bidders are advised to read carefully the "Instruction for Bidders" and :eligibility criteria" contained in the tender documents
8.8	The website address for E-Tender is <a href="https://www.nprocure.com">https://www.nprocure.com</a> and <a href="http://www.gmdcltd.com">www.gmdcltd.com</a>
8.9	Free training camp for bidders will be organized on every Saturday between 1.0 to 5.00 p.m. at (n) code solution, A division of GNFC , 301, GNFC Infotower , Bodakdev, Ahmedabad - 380 054 . Bidders are requested to take the benefit of the same.
8.10	Bidders are requested to quote rates as per the terms and conditions mentioned in the Tender Document. Tender submitted for part items will not be considered and will be rejected.
8.11	Bidders have to do this work strictly according to the drawings and specifications provided by GMDC and which together with general conditions, technical specifications, bills of quantities and contract agreement , will be called "Documents of Contract"
8.12	The Contractor shall enter in to an agreement with the GMDC, on a stamp paper of Rs. 300/- which will be provided by the contractor , in the form approved by the GMDC covering all terms and conditions within 30 days of acceptance of LOI.



Check List of Documents Enclosed With Tender

Sr. No.	Particulars	Declaration (Strike out whichever is not applicable)
1	Check list of documents in the prescribed proforma submitted or not?,	Yes / No
2.	Tender Processing Fees and Earnest Money deposit paid for the value as indicated in Notice Inviting Tender . Filled on online details, DD submitted in hard copy with technical bid	Yes / No
3.	Related technical information Formats enclosed-dully filled in and signed along with all required enclosures , complete as per Instruction to bidder	Yes / No
4	Documents /details as per Status of the Bidder, with documentary proof	Yes / No



### STRUCTURE AND ORGANIZATION

**Following details are required to be furnished with documents to qualify in Technical bid for the tender work**

Sr no	Item	Details
01	Name and address of Entity.	
02	Phone no,	
	Mobile No.	
	E mail ID,	
	Website	
03	Name Of contact Person	
04	Whether Proprietorship /partnership/ Pvt ltd / Limited co or any other along with documentary evidence to be attached	Yes/ No
05	Please confirm on awarding the work , you will take the registration certificate as per statutory requirement under contract labour laws as per applicability	Confirmed Yes or No.
06	Number of years of experience in fabrication and erection work	From _____ (total) years
07	Income tax PAN Registration No Copy [Copy to be enclosed]	Mentioned & Copy attached  Yes/ No
08	GST No.. (Copy to be attached)	Mentioned & Copy attached  Yes/ No
09	Whether Registered under composite scheme	Yes/No
10	Attached proof of filing GST returns on regular basis of last one year.	Attached /Not Attached

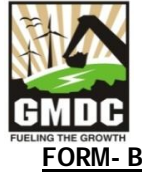


11	Provident Fund Registration Number - Copy to be attached	Mentioned & Copy attached  Yes/ No
12	Payment Terms	Accepted  Yes/No
13	Income Tax Deduction  Taxes will be deducted as per prevailing Government rules from the monthly bill	Agree  Yes/No
14	Validity of offer	-Accepted  Yes/ No
15	Work completion period as per NIT-	-Accepted  Yes/ No
16	Liquidated Damages clause - Liquidated damages for the work delayed /non completion/ non performance of the works will be imposed as mentioned in Tender documents .	Accepted -  Yes/No
17	Rates/Charges  Rates / charges should be firm and fixed till the completion of work. Quoted rates includes all man power, required material, safety measures, PF contribution, all taxes,(Excluding GST).No rate escalation will be allowed during tenure of contract on any account.	- Accepted  Yes/No
18	Registration Certificate Copy with minimum " D " Class in the state of Gujarat or equivalent class in other state or CPWD and /or Registration under Central/ State electricity board and /or Central /State govt. undertaking organization (Copy attached)	Registration class mentioned and Copy attached  Yes/ No
19	Please Indicate the details of arbitrations/legal proceeding in last ten years of Your entity . If Your entity have not any arbitration/legal proceeding in	Submitted on letter head mentioning  No or YES as applicable



	last Ten years then mentioned "No" in your letterhead and If your entity has any arbitration/legal proceeding than mention details on your entity's letterhead .	
20	Deviation sheet attached-Deviation sheet to be attached by the bidder mentioning any deviation in technical & commercial. If there is no deviation then with ,No deviation sheet ,submitted on letter head of the bidders	Deviation sheet mentioning NIL or with deviation on your letter head submitted  Yes/ No
21	Declaration I & II sheet - Attached-Declarations in prescribed format on letter head of the bidder	Declaration -I & II as per tender typed on your letter head submitted  Yes/ No
22	Bidder should clearly mentioned on the letterhead weather Fabrication of proposed tender work shall be carried out at the Project site or at Work shop out site of Project place of factory with details.	Attached /Not attached
23	Details of Factories , where bidder wants to carry our Hot Dip Galvenising coating to the fabricated structures on their letter head .	Attached /Not attached
24	Bidder should clearly mentioned on the letterhead , the method of erection of fabricated Cage ladder and Platform works to the Chimney , since the work is to be executed while Chimney in working condition.	Attached /Not attached
25	Affidavit regarding the Genuineness of documents ( formate ) on Rs.300/- non Judicial stamp paper submitted or not	As per format of tender on Rs.300/- stamp paper submitted Yes/No

**Above details are required to be submitted by the bidder without fail and failing which offer submitted by the bidders will be rejected out rightly.**



Sr no	Item	Details		
01	<p><b>Turnover during last Five years</b></p> <p>Bidder should have minimum Annual Turn over of any one of the last five financial year updated to the current Financial year is of Rs. 40.00 lakhs . (Bidder should provide CA certificate for confirming turnover -( Escalation/ Enhancement factor mentioned in tender)</p>	<p>Year</p> <p>2020-21-base yr</p> <p>2019-20</p> <p>2018-19</p> <p>2017-18</p> <p>2016-17</p> <p>2015-16</p>	<p>Turnover In Rs.</p>	
02	<p>Name of the company for whom work carried out during last five years with copy of orders and satisfactory job completion certificates.</p> <p>(2015-16 to 2019-20 )</p> <p>Similar works means Structural Fabrication and Erection having height of minimum 20.00 meter for any Plant , fabrication and erection of Transmission Tower, plant equipments like vessals , structural chimneys and industrial fabrications works etc..</p> <p>Note: (1) Escalation/ Enhancement factor mentioned in tender (2) Experience as a sub-contractor shall not be considered for technical evaluation</p>	<p>Minimum one Similar nature of work with work order and satisfactory work completion certificate of Client having single value of work Rs.20.00 lakhs in single year during last five Financial Years</p> <p>If work is in progress than bidder must have completed minimum value of Rs.20.00 lakhs till end of August-21.</p> <p>This work may be executed or having work order and work completion certificate of any Power plant or any other plant. The supporting documents must be notarized</p>		
Sr no	Name Of Client /Nature of work	Work Order No	Date of commencement and date of completion	Value. In Rs.





03	<p>Details/List of Equipment /tools, tackles Centering and Shuttering materials , MS Props , Acro Span shuttering, Scaffolding Motorwinch set , Heavy Chain pully winch blocks having different capacity , welding machine etc.(Refer Form F) .</p> <p>Separate work shop facilities , Details of factory where they want to carry out hot dip/GI coating work etc. related to above work, available with your firm or at your work site mentioned and certified on your letter head. All required tools, tackles can be made available at GMDC work site. - To be attached in technical documents</p>	Attached /Not attached		
04	<p>Details/List of Numbers of employees, Supervisory, office administration side, skilled and semi skilled worker , to be proposed to be deployed for this work site mentioned and certified on your letter head - To be attached in technical documents( Refer Form-C)</p>	Attached /Not attached		

**Escalation Factor:**

**Following enhancement factors will be applied to annual turn over and completion cost of work to bring them to the base year. The current Financial year in which bid is invited shall be considered as the base year .**

Year	Financial Year	Enhancement Factor
Base (Year of Inviting tender)	2020-21	1
1	2019-20	1.1
2	2018-19	1.21
3	2017-18	1.33
4	2016-17	1.46
5	2015-16	1.61



**Example: For turn over**

FY (A)	Turnover of the Agency (B)	Enhancement factor (C)	Annual Turn over bring for the base year(2020-21) (D) = (B) X ( C )
Base (Year of Inviting tender)	2020-21	1	
2019-20	Rs. 50.00 lakhs	1.1	Rs. 55.00 lakhs
2018-19	Rs. 45.00 lakhs	1.21	Rs. 54.45 lakhs
2017-18	Rs. 32.00 lakhs	1.33	Rs. 42.56 lakhs
2016-17	Rs. 20.00 lakhs	1.46	Rs. 29.2 lakhs
2015-16	Rs. 18.00 lakhs	1.61	Rs. 28.98 lakhs

**Same way Enhancement factor will be calculated on work experience value**

**Note:**

- 1) It is Mandatory to submit all the details as asked in form-B.
- 2) For the submitted on going work as well as completed works the address , name of client and contact person along with mobile no and mail ID should be submitted . if such details are not submitted clearly and if on asking the details , it not submitted by the agency , than submitted experience certificate will be not considered as experience.
- 3) Decision of GMDC regarding the technical qualification is final and binding to all the Bidders and no correspondence will be entertained in this regard .
- 4) It is desirable to furnish all information with necessary documents.
- 5) Please note CA certified turn over is mandatory
- 6) Affidavit regarding genuineness of documents should be submitted as per format on stamp papers.
- 7) Submission of false or incorrect information , reports of un professional conduct amongst other things shall be sufficient grounds for dis qualification in technical bid.



**FORM- C**

DETAILS OF PERSONEEL WITH THE APPLICANT (ON ROLL)

Name of applicant:

Sr no	Description	On applicants payroll ( In Nos)	Qualifications
1	Sr. Engineer		
2	Site Engineer		
3	Supervisor		
4	Fabricators		
5	Number of skilled employees		
6	Number of unskilled employees		

SEAL & SIGNATURE OF BIDDER



**FORM- D**

**EXPERIENCE OF ONGOING CONTRACTS**

**Information** about relevant projects in progress including the project where bidder has received a letter of intent but a formal contract has not yet been awarded.

Employer	Engineer Responsible for supervision	Location & Description of works	Value of Contract	Cost of work executed as on the date of this bid	Remaining work to be executed as on the date of this bid	Percentage of Practical Completion	Date of work order	Stipulated date of Completion of work	Likely date of Completion	Reason for Slow Progress if any.
1	2	3	4	5	6	7	8	9	10	11

**Note: -**

- 1) Attested copies of the latest work order from the Employers with office seal & office outward nos. with date shall be attached. In case of private work, sufficient authentic proof of work done along with details of financial transaction have to be furnished and list to be notarized.
- 2) Non disclosure of any information in the Schedule will result in disqualification of the bidder
- 3) This Form shall have to be attested by notary office.



**FORM-E**

**EXPERIENCE OF RELEVANT / SIMILAR PROJECTS COMPLETED**

**Information** about relevant/ similar projects completed over the last five years

Name of Employer	Name of location & type of work	Name of Engineer responsible for supervision	Accepted Contract price and Date (Rs. in lacs)	Final value as per bill prepared by the employer	Additional amount released if any through court claims or by award on	Percentage participates of company in Project	Was Contract satisfactory completed including time
1	2	3	4	5	6	7	8

**Note: -**

- 1) Attested copies of the latest work order from the Employers with office seal & office outward nos. with date shall be attached. In case of private work, sufficient authentic proof of work done along with details of financial transaction have to be furnished and list to be notarized.
- 2) Non disclosure of any formation in the Schedule will result in disqualification of the bidder
- 3) This Form shall have to be attested by notary office.



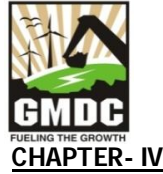
**EQUIPMENT & MACHINERY PROPOSED TO BE DEPLOYED BY THE APPLICANT FOR USE ON THE SUBJECT WORK**

Sr. No.	Name of equipment	Total requirement			Equipment on Hand in			Equipment to be procured		
		No. of units for the Project	Kind and make	Capacity	No. of each	Year of Manu. & Present condition	Name of owner	No. of each	Capacity	Through purchase / Lease
1	Cranes for erection of steel structure of height with capacity	1								
2	Chain Pully Blocks with capacity	1								
3	Motorised Pully Block with working platform with capacity	1								
4	Generator for works	2 Nos.								
5	Water Tanker	1								
6	On site testing Equipments	set								
7	Safety Equipments and accessories as mentioned in Tender documents	2 Set								
8	Air Compressor	1								

1. The above information may be furnished for each machinery and equipment.
2. The location of machinery should be furnished in detail i.e. [i] Site of work [ii] Own workshop [iii] Other places.
3. The document regarding ownership of machinery /equipment etc, and attested copies of purchase agreement if any must be enclosed.
4. Describe the fabrication and workshop facilities [a] to be set up site [b] to be sub contracted locally.



5. The above information shall be supported with necessary documents otherwise the same shall be treated as null & void. Equipment /Machineries leased indicate the date when the current lease expires.
6. The Bidder can hire the machineries & Equipment from the other sources and proper written proof should be submitted for the same.



## GENERAL CONDITION OF TENDER

1. Any conditional Tender will not be entertained and will be outrightly rejected.
2. It is advisable to visit and inspect the location of work where work is required to be executed. Bidder has also to understand feasibility and other factors of works which will be related to and may affect the works before quoting the rates. After that nothing will be taken in consideration.
3. The Contractor shall have to start the work within 15 days from the date of Letter of Intent and submit the Security Deposit as per LOI. In case of non-compliance with the above condition, the necessary action may be taken including forfeiture of EMD but not limited to termination of the contract and in that case GMDC may take necessary decision and debar the bidder for period as per GMDC discretion. This debarment shall be applicable in respect of participation in tender of all sister concerns/company/trust/group/consultancy firm etc of GMDC
4. The contract shall be the item rate contract. The rate quoted is inclusive of all labour and material required for the work exclusive of GST.
5. Bidders are expected to quote competitive and workable rates. The bidder is required to quote the rate strictly as per the terms and conditions mentioned in the Tender document. The conditional tender or tender quantity submitted with part items will not be considered and shall be liable for outright rejection. If for any item/ items, quoted with zero (0) rate then it will be assumed that, bidder has not quoted the rates for this item / items and tender of same bidder may be summarily rejected and submitted EMD will be forfeited
6. The Scope of Work under this tender is inclusive of all kinds of labour, requisite materials to complete the work in all respect. In the event of missing of above phrase in the description of schedule of quantities, the same will not mean that materials and / or labour will be supplied by GMDC.
7. Quantity mentioned in schedule of quantities against each item is only for guidance to quote the rate and no claim will be entertained on either increase or decrease in the quantity to complete the work in all respect. For increased quantity no escalation will be considered and no charges will be paid for all resources provided for this increased work. The quantity in "Bill of Quantities" are estimated quantities and actual quantity as executed becomes payable at finalized rate.
8. In case the quantities increase or decrease to any extent, the finalized rates as mentioned in contract will hold good and no escalation in rates will be allowed on any account. The finalized rates shall remain valid till completion of the works.
9. During the contract period, GMDC may discontinue the awarded work at any stage without assigning any reason thereof or GMDC reserve the right to discontinue the awarded work at any stage without assigning any reason thereof with a notice period of one month. In that case GMDC will close the contract and no payment on any account shall be entertained from the date of closure of the contract. In any case no claim will be entitled from the date of discontinue of work for the above by GMDC. In that case GMDC will finalize the contract work as per executed amount up to the date of closure and GMDC will not pay for the balance works as mentioned in BOQ as





well as no payment will be considered for deployed manpower , idle machinaries , tools, tackles , manpower , loss of profits etc.

- 10.** The total cost of actual executed work (of all tender items together) varies beyond  $\pm 10$  % of the cost of the estimated work mentioned in Work order, even if the quantities increase or decreases to any extent , the present rates as mentioned will hold good and no price escalation will be allowed. The quoted rate shall remain valid till completion of works. GMDC will not be liable to pay any compensation or any additional cost in case of work is reduced or abandoned at any point of time .
- 11.** No escalation in price / rate will be allowed on any account/ground. , even if there is a delay in completion of the work due to GMDC. In that case extension in time limit may be granted at the same terms, conditions of the tender with an explicit understanding that no price escalation will be paid by GMDC. In any case , successful bidder is not entitled for any claim in respect of idle machinery and man power. Liquidated damages will be imposed only if delay is attributed to the Contractor.
- 12.** All the rates quoted by the Bidders must be inclusive of all required materials, labours, transportation , cost of water tanker , driver, helper, delivery pipe , water meter, diesel, oil , all lubricants , any repairing cost , loading, unloading, mobilization, demobilization ,all applicable cess, levies, duties , royalty, professional tax , turn over tax , all other taxes etc. as per Government rules but excluding of GST.
- 13.** Extra item/ Additional work would be executed by contractor only on getting the instructions from GMDC. Such items will be executed only if special expertise needed and major financial implications not involved. If there may be any extra work, contractor has to bring to the notice to GMDC well in advance with expected cost of execution and time required for the same. .
- 14.** The contractor will have to accept the minimum Unit rates (For only unit Rate asked items) amongst the quoted by the qualified bidder.
- 15.** Bidders shall have to quote their GST number and date in the Bid. Bid received from unregistered bidders will not be considered.

Bidders shall have to quote their rates without GST. GST will be paid/adjusted/ reimbursed to the successful bidder as per prevailing rates & rules to the extent directly related to the service rendered or Goods supplied by the successful bidder under the said contract subject to uploading the invoice on GSTN portal and successful bidder will mention the GST amount separately in the invoice/ bill along with SAC/HSN code under GST. Further if the successful bidder does not upload the invoice within four months from the invoice date on GSTN portal GST will not be reimbursed to them.

No statutory variation shall be admitted , if current taxes become payable because of exceeding the prescribed limit for turnover of the contractor after the date of offer.



If any variation take place after contractual date of completion , the same shall not be allowed , even if delayed are accepted by Contractor.

Note: Above clause will hold good and govern the contract

In case , if similar condition/clause elsewhere in tender document is in conflict with the clause , the clause mentioned in this para will prevail and govern the contract

16. The Contractor will have to submit three copies of detailed bar chart in the manner as per the Performa issued by GMDC , for timely completion of the work along with the submission and acceptance of the work order.
17. The Contractor shall have to enter in to an agreement with GMDC on an appropriate stamp paper (to be provided by the contractor) after accepting the Letter of Intent. Along with the agreement , Contractor has to submit two set of all technical and price bids, all correspondences till issuance of work order with stamped and signed.
18. The Contractor will have to submit 'NO DEMAND CERTIFICATE' and pre receipt bill document along with the final bill of the work, as per the Performa given.
19. The quoted rates should hold good for working as per drawings related from time to time.
20. In overall interest of work and for better co-ordination, authorized person of GMDC may ask the contractor to stop the work for time being for which no compensation will be paid.
21. The Contractor shall abide by the provisions of labour laws , Contract Labour Regulations and Abolition Act (Act 37 of 1970) pertaining to the employment of the labour and shall get register with regional provident fund commissioner and inform the GMDC about the registration number by submitting the copy of the number allotted to contractor by RPFC . The Contractor shall have to submit the copy of labour license issued by the competent authority for the subject work.
22. The Contractor shall be responsible for and shall pay any compensation to its workman payable under the Employees' Compensation Act, 1923 (VII of 1923) for injuries, cause to the employee. If such compensation is paid by GMDC as principal employer under sub-section (1) of section 12 of the said act on behalf of the contractor. It shall be recoverable by GMDC from contractor under section (2) of the said section. The Contractor shall pay such amount of compensation on demand, failing which same will be recovered from his running bills of the contractor.
23. Contractor has to submit month wise labour payment record duly certified by GMDC labour welfare officer /HR dept, along with RA bill, failing which no payment will be made for the respective RA bill.
24. GMDC reserves the right of altering the Drawings and nature of work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.
25. GMDC reserves the right to carry out the work at other places mentioned in the scope , at the same Rate , terms and conditions and mutually agreed upon under this tender.



26. The Contractor has to carry out the works as per the priority & schedule given by EIC time to time even in on or off working hours . The agency will take complete care and will not damage any other structure in premises of GMDC .
27. The Contractor has to carry out all the works by taking all due cares of safety, security norms, with all risks including scaffolding, strutting, shoring, etc up to any height irrespective of quantum of the work with his own cost .
28. All Fabrication materials including Structural steel works etc. are in Contractor's scope and hence all the responsibility regarding the all type of wastage are in your scope.
29. In case the fabrication and GI Coating of ladder is done by the Contractor at his own workshop out side the Project site than the rate quoted by them for this item shall be inclusive of transport of the fabricated materials from his Shop to Project site . He shall also in such case provide all facilities and access to the Engineer in Charge or his representative to carry out inspection of the Component being fabricated/ GI coating at his workshop during all stages of fabrication of ladder work .
30. Maximum deviation in linear dimensions from the approved dimensions shall not exceed 12 mm .
31. All measurements and computations, unless otherwise specified, shall be carried out as per Latest IS : 1200. **Structural steel will be as per IS 1786 of TATA , SAIL, TISCO or equivalent as approved.**
32. Fabrication drawing will be prepared by contractor before execution of work and copy of the same is issued to GMDC
33. The distance which constitutes lead shall be determined along the shortest practical route and not necessarily the route actually taken. The decision of the Engineer-in-charge in this regard shall be taken as final.  
Where no lead is specified, it shall mean "all leads" .  
Lift shall be measured from plinth level.  
Up to "floor two level" means actual height of floor up to 6.5 Mt. Above plinth level.
34. The contractor will have to make arrangement for water and electricity for this tendered work . If Potable water supplied by GMDC than the charges will be as per actual as per GMDC rules . In case of requirement of Electric Power by contractor from GMDC , the same shall be provided at one point and charges will be as per actual consumption as per GMDC rules.
35. All required safety of the materials , man power, tools , tackles etc. storage at site are the responsibility of the Contractor till the completion and handing over of total work whole responsibility rest with the Contractor.
36. In absence of detailed specifications, the work should be carried out based on either relevant IS code and /or with fair engineering practice.
37. No mobilization advance shall be given by GMDC for this contract.
38. Approval to the samples of various materials given by the Engineer-in-charge shall not absolve the contractor from the responsibility of replacing defective material brought on site or materials used in the work found defective at a later date. The contractor



shall have no claim to any payment or compensation whatsoever on account of any such materials being rejected by the Engineer-in-charge.

39. The work will be executed as per the design drawing provided by GMDC . Require fabrication drawings are in scope of bidder and one copy of fabrication drawing to be issued to GMDC Project office before starting of the work.
40. Bidder has to carry out the test for the fabrication works like Radiography (X-Ray) , magnetic Particle, liquid penetrate , Ultra sonic etc . as per requirement and all the charges for the above test are in scope of bidder .
41. Roads, passages, approach at work site should be kept clean all the time. Material/machineries' should be stack/ kept in proper manner so it should not obstruct day to day vehicular traffic.
42. The contractor has to produce bill of the materials used in the execution if asked for by GMDC or consultant.
43. Submission of false or incorrect information, history of delaying in completion of work, reports of unprofessional conduct amongst other things shall be sufficient ground for disqualification of technical bid.
44. The contractor shall have to carry out the work fully as per instruction of EIC. Contractor should have to inform EIC before commencement of the work.
45. Contractor's scope of work shall also include making all necessary arrangements for access to work sites, stores and site offices etc. from the nearest approach road to facilitate transportation of man power, machinery and equipment duly considering the existing site conditions. No extra claims / costs will be entertained by GMDC.
46. For residential purpose quarter will be allotted on available basis on rent as per GMDC policy .
47. The GMDC will not pay any extra charges or rate for any reason in case the contractor claims, after acceptance of contract to have misjudged the site condition. Ignorance of the intents and contents of the specification document and site conditions shall not be accepted by the GMDC as basis for any claims for compensation.
48. The contractor shall ensure the safety of workers, material and structure including existing structures during execution of the contract. Safety measures shall be followed during operations of equipments/machinery being used. No separate payment shall be made for the safety measures and the quoted rates shall include the cost for all safety measures. The Contractor shall set up a suitable safety organization of his own in this regard.



#### **49. FENCING AND LIGHTING AND VENTILATION :**

Except as herein after provided, the contractor shall unless otherwise specified, be responsible for the proper fencing, guarding, lighting and taking of the necessary safety measures for all works comprised in the contract and or the proper provision of temporary roadway, footways, guards fences, caution notices etc. as far as the same may be rendered necessary by reasons for the work for the accommodation and protection of workman foot passenger or other traffic and of the owners and occupiers of adjacent property and of the public and shall remain responsible for any accidents that may occur on account of his failure to take proper and timely precautions.

All the arrangements made for fencing, lighting and ventilation shall be maintained by the contractor throughout the tendency of the contract till physical taking over of the work by the GMDC .

#### **50. CLEANING UP :**

The contractor shall at all times keep the construction area and storage areas free from accumulation of waste, or rejected materials. Prior to the completion of the work the contractor shall remove all rubbish from and about the premises, and all tools, scaffolding, equipment and materials which are not part of permanent structure. The premise will be left in a manner fully satisfactory

#### **51. WORKS IN SHIFT DUTY :**

Works shall be planned in shift duties, if possible in three shifts, depending on emergency of the work with prior approval of Eng. - in- charge. On Sunday or any other holidays work shall be continued in order to maintain progress with prior permission of Eng.-in -charge. Such works shall not form any grounds for complaint, compensation or extension of time limit.

If on the other hand, the Engineer-in-charge directs that the work shall be proceeded with on days and during hours which are not permissible under this contract, the contractor shall proceed with the work as directed without in any way vitiating this contract or forming any grounds for compensation of claim.

The contractor shall in his dealing with labour, at all times, during the period of this contract, have due regard to local festivals and religious and other customs.

A working day shall consist of two shifts each of eight hours, a working day shall constitute any day on which in the opinion of the Engineer-in-charge, work can be carried out in one or more shifts.

**52.** Contractor is required to maintain proper records at site of work in addition to normal routine requirement of own office. The records to be maintained shall include but not limited to the following:

- (a) Daily Progress Record.
- (b) Work Site Order Book.
- (c) Instruction by GMDC's Officers.
- (d) Test Registers of other materials/fittings, fixtures, equipment as stipulated in the tender.
- (e) Register for Working Details.



- (f) Log Book of Defects.
  - (g) Hindrance Register giving details of commencement and removal of each hindrance.
  - (h) Supply and consumption registers of all materials shall be maintained.
  - (i) Day to day Record of used/received materials shall be entered in the register and signed by the Site Engineer of the GMDC as well as contractors' representative at site.
  - (j) Measurement Book.
- 53.** The work executed in plant area , hence the rules and regulation of Director General Plant Safety will be applicable and contractor has to follow the same .



## **CHAPTER-V** **Special condition of the Tender :**

Note: The bidder should note that clauses brought out in this chapter V of " Special condition of tender "will hold good and govern the contract. In case, if similar condition / Clauses elsewhere in tender document are in conflict with the clauses of this chapter, the clauses mentioned in this chapter will prevail and Govern the contract.

1) Rates:

Rates quoted by the Contractor should be firm and no escalation in rate will be allowed on any account to the contractor during the entire contract period till completion of work.

2) Payment Terms and Running Bills:

Invoice/ Bill should be sent in duplicate. [Please mention our LOI/Work Order no in the invoice without fail]. Original invoice, Measurement Sheet, Materials Test Certificates etc. The payment procedure will be carried out on original copy only. Payments shall be released for the work executed in all respects as per BOQ, drawings and specifications.

RA bill must be submitted along with the names of the laborers employed for the work, salaries / payment made to them, PF code no. , amount of P.F. deducted from the salary made to the labours and employer's contribution amount deposited in RPFC office till the previous month duly certified by project office, failing which no payment will be made for the RA bill submitted by the Contractor .

### MODE OF PAYMENT OF RUNNING BILLS:

The contractor will have to submit running bill for the works executed. RA bill amount should be proportionately to the contract value and time limit of the work . RA and final bill should be submitted in following manner and with documents ,

1. Bill should be prepared and submitted as per the item sequence mentioned in the bills of quantity attached with the work order.
2. Each running bill shall be accompanied with detailed measurement sheets duly certified by the Engineer In charge or authorized person of GMDC.
3. Measurement and abstract sheet should be prepared on Contractors letterhead and all pages should be stamped and signed by the contractor. The page number should be given to all measurement and abstract sheet of the bill .
4. All pages of Measurement and abstract sheet should be signed by the concern Engineer at the project .
5. The measurement and abstract of the RA bill must be prepared with showing each running bill quantity and cumulative quantity ( with all previous bill quantity)
6. With each RA bill Reinforcement steel and cement consumption , item wise statement should be submitted along with balance quantity available .



7. Contractor has to mention their name of firm along with the name of man power in attendance , wages sheet and PF challan. The workers/manpower attendance sheet should be attached after certification by respective department and also by HR department of GMDC. Make ensure that attendance sheet should not be fabricated and contractor has to provide leave on holiday and other facilities to the workers/weekly leave as per labour law.
8. For all type of works agency has to pay minimum wages to their employee/ workers as per state Govt. rule as applicable .The Wages sheet should be attached with Employees/ workers bank payment statement and certification by GMDC project concerned officer of HR department . The payment of wages paid to workers should not be less than minimum wages and to be deposited in employees Bank account only . If advance payments released to workers than the certified copy of advance register should be attached.
9. As per requirements of tender labour license must be obtained from Authority by the contractor . Contractor should comply the applicable provisions of labour legislation.
10. Employees P.F. remittance, ECR report. If PF is not deducted of any workers than the declaration form ( Form no- 11) should be submitted for that worker.
11. Submission of valid Employee compensation policy/workmen's compensation policy. Workman Compensation policy of the contract work must be of same work place /Project where the works are being executed . The combined policy , i.e. combined work & place may not be considered.
12. Proof of submission of professional tax. Project Authority aware to the contractor for deposition of deducted Professional tax amount through prescribed challan at Gram Panchayat office of project jurisdiction area village Panchayat., local Authority
13. Along with the final bill, work completion certificate, Contractor has to submit No Demand Certificate as per tender & No Due certificate to be obtained from project authority and submit the undertaking for discharge of principal employers from statutory obligations, labour liabilities etc., if arise in future as per format to be obtained from Project office.
14. Along with the final bill Contractor have to submit the Royalty Clearance Certificate from the District Mining & Geology Department as per terms of the tender as per requirements.
15. Any other documents as per work requirement for processing the bill .

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

- A. Retention money deposit will be deducted from every RA bills @ 5% of the value of the bill amount.
- B. Security deposit at 5 % on the exceeded bill amount of the actual contract value in case it exceeds the contract value.
- C. Income tax inclusive of surcharge at the prevailing rate from time to time shall be deducted from the running account bills and TDS on CGST and SGST .
- D. Cost of any services provided by GMDC and/or material supplied by the GMDC.
- E. Other deduction either statutory or other work reason, if any.





For the Payment purpose following percentage will be considered for the work of Fabrication and Erection of the Cage ladder , Platform works and for other structural works , the payment terms will be as per following :

**Payment Terms:**

- I. 50 % of the item rate will be Released after Fabrication works and fabrication material brought at site.
- II. 30 % of the item rate will be Released after Erection work
- III. 20 % of the item rate will be Released on completion of particular item

Payment at 75% of the payable amount arrived after considering above deduction , will be paid by the office of the G.M.(Project) , within 10 days of submission of the bill along with its details .

The RA bill shall then be forwarded to GMDC's Corporate office at Ahmedabad for verification auditing and approval by GMDC project office . Balance 25 % payable amount of Running account bill shall become payable by Project only within 30 working days of receipt of the RA bill at Corporate Office .

**Note: The amount of Final bill should have at least minimum 10 % amount of total contract value of work. 100 % payment of the said final bill will be released from Project office after getting approval from Corporate Office**

- 3) Earnest Money Deposit.(EMD) / Security Deposit (SD) / Retention Money
  - a) Tender received without E.M.D. will be summarily rejected. No relaxation on EMD/SD for any small-scale industry shall be considered.
  - b) Earnest Money Deposit, Security deposit and Retention Money will not bear any interest.
  - c) The bidder shall deposit Earnest money deposit of Rs. 61,500/---only by way of demand Draft in favour of 'GMDC Ltd' , payable at Ahmedabad of Nationalized Bank or from Bank approved by Govt. of Gujarat from time to time(except Co-Operative Bank)in the form and manner acceptable to the GMDC. EMD submitted in any other form except DD than bid will be outrightly rejected.
  - d) Earnest money deposit paid will be adjusted against security deposit of contractor. Earnest money deposit paid as above will be refunded to unsuccessful bidders .
  - e) Contractor has to pay full amount of Security Deposit @ 5% of the contract value including EMD by way of D.D. in favour of 'GMDC Ltd' , payable at Ahmedabad from Bank approved by Govt. of Gujarat from time to time (except Co-Operative Bank) in the form and manner acceptable to the GMDC, within 15 days from the date of issue of LOI and /or before the commencement of the work , whichever is earlier . Payment against the work as well as detailed work order will be issued only after submission of Security Deposit. If contractor fails to pay security deposit within 15 days from the date of issue of LOI, GMDC may cancel the LOI at its sole discretion resulting into forfeiture of EMD paid by the contractor.



- f) If the contractor does not pay security deposit and does not commence work as per tender condition, E.M.D. paid by the contractor will be liable to be forfeited by the GMDC and in that case GMDC may take necessary decision including but not limited to termination of contract and/or debar the contractor for participating in future tenders/business of GMDC for period as per GMDC discretion. This debarment shall be applicable in respect of participation in tender of all sister concerns/company/trust/group/consultancy firm etc of GMDC
- g) Security deposit and Retention money paid by the contractor shall be liable to be forfeited by GMDC, if the contractor does not carry out the work in accordance with the terms and condition of the tender. In such eventuality GMDC can complete the work at the risk and cost of the Contractor ..
- h) Security deposit will be refunded after completion of defects liability period of Twenty Four months on demand raised by Contractor and submission of certificate of satisfactory completion of defects liability period from Project office .
- i) Retention money deposit will be deducted from every RA bills @ 5 % of the value of the bill amount, which will be released after satisfactory completion of work and certificate submitted by Project ..

#### 4) . Work Completion.

The subject work should be completed **within 4 months** . It is clarified that the commencement of contractual work shall be within 15 days from the date of LOI. In case the contractor commences the work after 15 days, the deemed date of commencement will be considered the 15<sup>th</sup> day from the date of LOI.

Time is of essence of this contract. If Completion of Work is not adhered to as stipulated in the contract or the contractor abandons the work then GMDC shall be at liberty to execute the work at Contractor's risk and cost and if thereby any extra expenditure is involved, the same shall be debited to Contractor's account. If GMDC is unable to execute and complete the work from alternate source in time and if GMDC suffers any consequential loss, Contractor will have to bear the same. GMDC in that case will forfeit the security deposit and will also have the right to recover from the contractor the amount towards damages suffered by GMDC.

Generally the Monsoon period will be considered from 15<sup>th</sup> June to 15<sup>th</sup> September. During this period if contractual work suffers thereon then extension of time limit may be considered and for which no liquidated damages shall be leviable and in such case the certificate issued by Project Authority is required to be submitted and which will be considered as final for time limit extension. .

If rain occurs before or after the above mentioned period and the contractual work suffers thereon, then extension of time limit may be considered and for which no liquidated damages shall be leviable. In such case also the certificate issued by the Project Authority is required to be submitted and which will be considered as final for time limit extension.



5) Validity.

Validity of the offer submitted by the bidder shall be of 180 days from the date of opening of the Price Bid and if required by the GMDC, the Bidder will have to extend the validity of price bid unconditionally for a further period of 30 days.

6) Taxes .

Taxes will be applicable as per the prevailing rate from time to time. All the rates quoted by the Bidder must be inclusive of all taxes and duties applicable like, Royalty, transportation, labour etc. (but excluding GST on work done by them). GST will be reimbursed to the party subject to timely uploading of invoices on GSTN portal. If due to non submission or late submission of invoices on GSTN portal and due to which GMDC's ITC get rejected, GST will not be reimbursed.

TDS: TDS will be deducted from bill amount as per the prevailing Govt. Rules & regulations.

7) Liquidated Damages (LD)

If work is not completed as per work completion time, Liquidated damages will be levied @ 0.5 % of executed total contract value per day from the date of delaying the said work up to the maximum 10 % of total executed contract value of the work.

8) Loss and Damages:

Any loss or damages or deterioration of the material in transits shall be at the cost of the contractor. It shall be at the discretion of the GMDC to reject, damaged or spoiled material, if so noticed. During the execution of work, if any property of GMDC is damaged then estimated repair cost + 20 % of the same shall be recovered from contractor.

9) Insurance:

All required insurance for the work, including but not limited to, damage to persons, property, fire etc. are to be procured by the Contractor at his cost.

10.1 **Non-fulfillment of Terms and Conditions of the Contract**

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



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

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

**11. Approval:**

The decision of GMDC in respect of acceptance or rejection of the quality of the work shall be binding to the contractor and no further correspondence in this regard shall be entertained by GMDC.

**12) Defect Liability Period. :**

The subject work should have defects liability period of 24 months , considered from the date of completion of work. If any defects are found during defects liability period then contractor shall have to attend the same within short period . If such defects are not attended by the Contractor then GMDC will carry out the work at risk and cost +20 % of the Contractor and the same shall be adjusted against the retention money lying with GMDC.

13) The GMDC also reserves right to alter, increase or decrease the scope of work during the currency of the contract and payment will be made accordingly.

14) If tender is submitted in contravention of the terms and conditions stated herein, then the tender will be out rightly rejected.

15) In case of any dispute or difference of opinion in the interpretation of any of the terms and conditions of this tender, the decision of the Managing Director of GMDC shall be final and binding to all.

**17) Statutory Obligations:-**

- I. The "Contractor shall obtain necessary license/permit required for execution of the contractual work and it shall pay wages and benefits in accordance with the applicable laws and shall not pay less than as notified by the Government Authorities from time to time and shall maintain the employment records as required under applicable laws.
- II. The Contractor shall get his own License under Contract Labour (Regulation and Abolition) Act, 1970. The same shall be renewed from time to time and maintain all the records as per the act.



- III. The Contractor shall be responsible to enroll his employees, deduct, add and deposit in the relevant accounts the contributions as required under the Employees State Insurance Act, 1952 and the Employees Provident Funds and Miscellaneous Provisions Act 1952 and any other enactment's covered under the various applicable labour laws as well as maintain all books of records for the staff and employees deputed by it for this contract such as required under any laws applicable. The Bidder shall also furnish a copy of such statements as documentary proof to the GMDC.
- IV. The Contractor has to issue to the employee's Identity card with their photos and shall also maintain relevant register.
- V. The Contractor shall give leave/holiday to its workforce as per the provisions of applicable labour laws .
- VI The Contractor would comply with all applicable laws and maintain all such necessary records as necessitated under such laws .
- VII. The Contractor shall follow and complied the provision of the Building and other construction workers welfare (Cess) Act, 1996.

#### 18) Force Majeure.

- 1.1 Force majeure is herein defined as any cause which is beyond the control of the contractor or the GMDC as the case may be which they could not foreseen or with reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:
  - (i) Natural phenomena such as flood, draughts Cyclone, earthquake and epidemics, declaration of war.
  - (ii) Acts of any government, including but not limited to war, declared or undeclared priorities, quantities, embargoes, providing either party shall with in fifteen(15) days from the occurrence of such a cause notify the other in writing of such cases.
- 1.2 a. The contractor will advise, in the event of his having resorted 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.
- b. 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, re mobilization, advance, idle charges for



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

- c. 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.

1.3 (1) The contractor or the GMDC shall not be liable for delays in performing his obligations resulting from any force majeure cause are referred to and/or defined above. The date of completion will subject to herein after provided, be extended by are as on able time given though such cause may occur after contractor's performance of his obligations has been delayed for other causes.

#### 19) **Foreclosure of contract:**

In case of any necessity arising due to local working conditions, land/lease issues or any unforeseen reason not in the control of the GMDC or of the Contractor, Committee comprising of representative of GMDC, Contractor and technical expert shall be constituted. The said Committee will look into the reasons/causes and analyse 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 Contractor.

After study of the prevailing conditions of the contract under execution, committee may recommend to Fore Close the contract keeping in view the financial implication to both the GMDC and Contractor. 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.

Decision of GMDC for Fore Closure of the contract on the recommendations of the committee shall be final and binding to the Contractor.

#### 20) **DISPUTE RESOLUTION AND ARBITRATION:**

The Parties shall endeavour, in the first instance, to resolve any dispute, disagreement or difference arising out of or in connection with this Tender and subsequent contract , including any question regarding its interpretation, performance, existence, validity, termination and the rights and liabilities of the Parties to this Tender and subsequent contract (a "Dispute") through good faith negotiations.

"All questions, disputes, differences and/or interpretation of this tender and subsequent contract whatsoever, which may at any time arise between the parties to this tender and subsequent 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. The Language of the Arbitration shall be in English.

**GOVERNING LAW AND JURISDICTION:**

**GOVERNING LAW:**

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

**JURISDICTION:**

Matter relating 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.

**21. Additional Terms and Condition due to present situation of COVID-19.**

Presently our nation is suffering from COVID-19 and it seems that this pandemic may continue for long time and therefore all bidders have to follow and implement following Guidelines during the work as per applicability for the employee/workers / labours during the contract period .

1. All labours should be given identity card with serial number and daily records to be maintained.
2. All records of labours/ workers residing at site camp should be maintained and no permission should be given to go outside except in emergency.
3. Ensure 24 -hour sanitization of the premises.
  - a. Construction site need to maintain a sanitization routine at regular interval in the common areas that includes site office, labour camp, lunch rooms, canteen, toilet blocks etc and common tables which will have to be wiped clean with disinfectants after every single use.
  - b. For accommodation, sanitization needs to be performed regularly to ensure worker safety and reduce spread of contamination.
4. Entrance health checks
  - a. Temperature checks of all employees and workers/labours.
  - b. Workers /labour / employees showing symptoms should not report to work.
5.
  - a. Provisions of hand sanitizers and mask to all employees and labours.
  - b. Providing gloves, masks and hand sanitizers to be done at all common places. Touch free hand wash & hand Sanitization should be carried out at all entry and exit points.
6. COVID 19 health and prevention staff education
  - a. Education on safety steps to take from entry to exit of the site
  - b. Measures to take precautions at personal level
7. Quarantine measures for supply and storage of goods



8. Physical distancing measures
  - a. Create physical barriers to ensure the physical distance within the work premises and dining facilities
  - b. Provide face protection shields along with masks and PPEs.
9. Working in shifts
  - a. If need arise and if required to carry out the works in shifts than one hour gap between shifts to be kept.
  - b. Managerial and administrative staff should work in one shift or as per requirements as per latest guidance time to time issued by Govt. (e.g. at 33 per cent capacity as per MHA guidelines; but while deciding which particular person to be included in 33% at any given point of time, overriding priority should be given to personnel dealing with safety).
  - c. Ensure no sharing of tools or workstations to the extent possible. Provide additional sets of tools if needed.
10. Scenario plan on discovering a positive case
  - a. You will have to prepare accommodation to isolate workers, if needed.
  - b. You will have to help manage the whole process for individual, all travelling employees also to undergo a mandatory 14-day quarantine
11. Presence of skilled workers

Workers involved in dealing with hazardous material must be skilled and experienced in the field. No compromise on deployment of such workers should be permitted.
12. Unnecessary movements of the visitors may be restricted and complete ban should be imposed for spiting and swinging of Pan-Masala- Gutkas etc.
13. All cares should be taken for social distancing at common places, toilet areas, lunch areas etc and see that entry and exit time should be staggered.

However over and above the directions & guidelines from time to time issued by National Disaster Management Authority and by Government and Government authorities should be followed strictly and implemented.

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## GENERAL SAFETY RULES AND LIST OF SAFETY TOOLS

### “GENERAL SAFETY RULES / NORMS” TO BE OBSERVED BY THE CONTRACTORS

Contractor working at ATPS shall have to strictly observe the following Safety Rules. Concerned Contractors are responsible for informing & observance of these rules by their supervisors/employees/labours as well as the supervisors/ employees/ labours of agencies/ sub-Contractors engaged, if any, by them for the work contract awarded to them. Prior to commencement of the work, Contractor shall have to submit a written assurance on their letterhead to the concerned Sectional Head / Engineer-in-charge that they have thoroughly gone through these Rules, have educated their employees / employees of their sub-contractor and will strictly observe the said Rules while execution of work under work contract awarded to them. They will have to indemnify the Corporation for any loss or damage / accident / injury to the Corporation’s property / employee or employee of their own in default of non - observing these rules.

1	Persons to be employed for carrying out the work shall possess required qualification, are fully trained and conversant for works to be done. All persons should have gate pass. Register consisting the full details i.e. address, phone no, nearest relative, of all persons to be maintained. During the work execution, one trained & competent supervisor should always remain present at site.
2	<b>The contractor shall take all the required safety measures prior to commencement of work on dangerous substances, machineries or area at which cautionary notice is displayed and obtain “Line Clear” or “Work Permit” through the concerned Department / Section and shall be closed/ returned after completion of work.</b>
3	The contractor shall check & securely cover or securely fence any opened fixed vessel, sump, tank, pit or opening in ground or in floor which, by reason of its depth, situation, construction or contents ,is or may be a source of danger before starting the work each & every day or after interval/recess. Contractor’s supervisor shall inform to concern HOD regarding any unsafe conditions.
4	Prior to carrying out welding, gas cutting, furnace heating or any other hot work job, remove all the inflammable material lying at or nearby worksite or cover it properly by suitable protective covering. Also, special care shall be taken before carrying out such job & see that all possible contributing factors to set fire shall be removed / vanished prior to commencement of the work. Advance intimation shall be given to concerned section / fire section to commence the work in fire prone areas. They should also keep ready all the First Aid Fire Extinguishers / equipments & fire extinguishing media / material like sand / water buckets or other appropriate equipment at such place.
5	<ul style="list-style-type: none"> <li>➤ While carrying out work in confined space or inside vessel, obtain necessary <b>“Confined Space / Vessel Entry Permit”</b> from concerned department prior to commencement of the work.</li> <li>➤ For lighting in such areas, only 24-volt (ISI certified &amp; with proper guard) hand lamp shall be used. For taking care of the persons working inside the confined space / vessel, a supervisor / person capable to keep continuous watch on person(s) working inside, assist them in case of emergency or arrange to get immediate outside help, shall remain present at entry point. Use full body safety belt without fail.</li> <li>➤ While working inside sewer, trench or in-depth, a person to warn outsiders / entrants / passers etc shall remain available near entry point or the entry point shall be cordoned by a barricaded tape with a cautionary notice. After completion of the works, all the lids / covers / grills / grits opened, shall be re-fixed / re-placed in the original position as it were prior to commencement of the work and leave the work place in safe condition in all respect, so as to prevent accident to fellow workers.</li> </ul>
6	The contractor shall see that he / his persons do not work on or block (by stacking material, spare parts, tools-tackles, equipments etc.), any passages / walkways / gangways / aisles / staircases / ladders / lifts or any other approaches / roads leading to plants or its auxiliaries, on which there is



	<p>traffic movements or possible traffic movements in case of emergency. Such passages are meant for safe escape in the event of emergency. If it is utmost necessary to carry out work in such area with blocking of passage, prior permission of Competent Authority or the Engineer-In-Charge shall be obtained. To demarcate / declare the area as “UNSAFE”, cordon it using barricading tape &amp; display suitable caution notice or keep a person to restrict / divert the traffic on this route through other safe passage.</p>																												
7	<p>Prior to use power / electrically operated hand tools / equipments / machines / gadgets like welding machine, hand grinder, hand drill etc., ensure for its safe operation &amp; use it only if it is found safe to use. Do not use defective, unsafe or improperly maintained equipments.</p> <p>The electrical power supply required to run such equipments shall not be taken directly at their own but shall be obtained through concerned Electrical Maintenance Departments or their authorized persons or under their observations / guidance only. The Electrical Section shall provide temporary electrical connection up to contractor’s Mains Board on which it is compulsory to install main switch, ELCB &amp; fuses of adequate capacity. All such equipments shall invariably be earthed adequately to prevent electrical shock, sparking, short circuit etc. Power cord to be used shall be of adequate capacity, without any joint &amp; shall consist of earth wire also. Hence, it is necessary to use adequate capacity 3-wire power cord for single &amp; 5-wire power cord for three phase power connections. The plugs, receptacles, pins, holders etc. shall be of adequate capacity &amp; safe to use.</p> <p>All electrical &amp; mechanical equipments / tools-tackles viz. welding machine, cutting machine, Grinder, Drill, Chain Pulley Blocks, Hook chooks etc. required to be used during work execution shall be of standard make &amp; bear ISI certification mark on it.</p> <p>The consumables like welding electrodes, grinding wheels / discs etc. which have specific prescribed life span shall not be used in any case if its expiry date is over.</p>																												
8	<p>It is compulsory to use standard make Personal Protective Equipments (P.P.Es.) as per the job requirement. Do not work without use of required P.P.Es. Contractor is responsible to provide standard make (ISI approved) Personal Protective Equipments / Safety Gadgets suitable to give sufficient protection against hazards involved in their work / job to their staff, as per the job requirement and insist / enforce their staff to put on the same while at works.</p> <p>The ongoing work is liable to be stopped at any time if your staff found working without P.P.Es. Following is the list of various P.P.Es. to be used for various works / worksites.</p> <p><b>List of safety equipments</b></p> <table border="1"> <tr> <td>01</td> <td>Industrial Safety Helmet.</td> <td>For protection of head against falling objects or during fall of person from height. <b>Colour of worker Helmet is yellow only with agency logo.</b></td> </tr> <tr> <td>02</td> <td>Safety Goggles (Grinding, Welding, Punk, Panorama etc.).</td> <td>For protection of eyes against flying particles / dust, chemical splash, spark, arc, flashover etc.</td> </tr> <tr> <td>03</td> <td>Face shield (Half or full).</td> <td>For protection of face against flying particles / dust, chemical splash, spark, arc, flashover etc.</td> </tr> <tr> <td>04</td> <td>Earplug / Ear muffs.</td> <td>For ear / hearing system protection while working in high noise level area.</td> </tr> <tr> <td>05</td> <td>Apron (Rubber / PVC / Asbestos / Leather / Cotton).</td> <td>For body protection against chemicals, oils, sharp edged objects, heat, hot objects etc.</td> </tr> <tr> <td>06</td> <td>Gloves (Rubber / PVC, Asbestos, Leather, Electrical shock proof).</td> <td>For protection of hands against chemicals, oils, sharp edged objects, heat, hot metals/objects, electricity etc.</td> </tr> <tr> <td>07</td> <td>Safety shoes/ Leather / Asbestos shoes, Gum Boots etc.</td> <td>For protection of leg/feet against falling objects, sharp edged objects, heat, hot metals/objects, electricity etc..</td> </tr> <tr> <td>08</td> <td>SafetyBelt(full body hardness with double lanyard ) / Rope / Life line / Fall arrestor etc.</td> <td>For fall prevention while working at heights or in depth, working in vessel or in confined space.</td> </tr> <tr> <td>09</td> <td>Dust Respirator / Scarf.</td> <td>Protection of respiratory system against dust.</td> </tr> </table>		01	Industrial Safety Helmet.	For protection of head against falling objects or during fall of person from height. <b>Colour of worker Helmet is yellow only with agency logo.</b>	02	Safety Goggles (Grinding, Welding, Punk, Panorama etc.).	For protection of eyes against flying particles / dust, chemical splash, spark, arc, flashover etc.	03	Face shield (Half or full).	For protection of face against flying particles / dust, chemical splash, spark, arc, flashover etc.	04	Earplug / Ear muffs.	For ear / hearing system protection while working in high noise level area.	05	Apron (Rubber / PVC / Asbestos / Leather / Cotton).	For body protection against chemicals, oils, sharp edged objects, heat, hot objects etc.	06	Gloves (Rubber / PVC, Asbestos, Leather, Electrical shock proof).	For protection of hands against chemicals, oils, sharp edged objects, heat, hot metals/objects, electricity etc.	07	Safety shoes/ Leather / Asbestos shoes, Gum Boots etc.	For protection of leg/feet against falling objects, sharp edged objects, heat, hot metals/objects, electricity etc..	08	SafetyBelt(full body hardness with double lanyard ) / Rope / Life line / Fall arrestor etc.	For fall prevention while working at heights or in depth, working in vessel or in confined space.	09	Dust Respirator / Scarf.	Protection of respiratory system against dust.
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	10	Chemical Cartridge Respirator	Protection against toxic chemical fume / vapor etc.
	11	Canister Gas mask.	Protection against toxic/poisonous fumes/gases.
	12	Air supply respirators.	Working in oxygen deficient zone.
	13	Portable Oxygen Meter	Working in oxygen deficient zone & use in entry of confine space & Major fire
9	Before using lifting machines / tackles (like C.P.Bs., Hook chooks, winch, forklift, mobile crane, EOT crane etc) & its attachments (like D-shackles, slings, U-clamps, Eye bolts or any fixtures), it shall be checked and used only if found safe to use. Also, ensure that these are tested, examined & certified in form no.10 by Competent Person as per the Factory act-1948 & Gujarat Factories Rules and its validity do not expire. Further, it shall be fixed properly and firmly prior to lifting the weight. Test certificate of all Lifting machines used by Contractor to be submitted to concerned Engineer & Safety Officer before commencement of work.		
10	Scaffoldings to be used for working at height shall be of adequate size & capacity. Obtain the work permit when working at height. While climbing on such scaffolding or working on any structure at height, use of full body safety belt /full body harness with double lanyard & Fall arrestor & Helmet is compulsory. It is also necessary to fasten chinstraps of the helmet.		
11	Contractor or their employee shall not interfere in day-to-day routine plant activities / works except the work assigned to them, shall not loiter in the areas other than their work jurisdiction, as well as shall not temper / operate / touch the machineries/equipments/auxiliaries with which they are not concerned. Also, the contractor shall strictly instruct their staff for not to sit or take rest at/near/below running plants, auxiliaries, systems or any place which is risky, hazardous & prone to accident.		
12	The cylinders containing poisonous / toxic or inflammable / explosive gas like Oxygen, Acetylene, LPG, Hydrogen, Ammonia, Chlorine, CO <sub>2</sub> etc shall be handled safely taking due care. To handle / shift such cylinders a special trolley /cage meant for it must be used but in no case it should be rolled.		
13	On completion of the work, cotton waste, spilled oil / grease, pieces of welding rod & other waste material shall be removed from work site and the area shall be left safe, neat & clean.		
14	In case of any injury / accident while working, it shall immediately be reported to Safety Department through concerned Sectional Head / Engineer. The prescribed required <b>Form &amp;ANNEXURE</b> may be obtained from concerned section or Safety Officer. In case of any electrical accident, it shall immediately be reported to Safety Department through concerned Sectional Head / Engineer. The prescribed <b>Electrical accident form no. A as per electricity act-2003 &amp; required Form as per Gujarat Factories</b> rules shall be filled up by concerned department with written consent of contractor. The Form may be obtained from concerned section or Safety Officer. For any incident occurred but have no injury to any persons should also reported as per GMDC format and informed to safety officer <b>as Near Miss Incident</b> .		
15	In all risky job, before start the work, contractor should obtain General Safety Work Permit through concerned section from Shift -in-charge in well advance.		
16	For performance evaluation of contractor safety factors of work accident, fire incident & near miss accident will be considered. Steps can be taken to review the job assignment up to cancellation for negligence.		
17	In case of noticing smoke or fire during their work execution, they shall make immediate efforts to extinguish / control it and simultaneously inform the EIC.Shift the casualty to nearby hospital after rendering first aid in case of accident.		
18	No women or young person shall be allowed to clean, lubricate or adjust any part of a prime mover or of any transmission machinery while the prime mover or transmission machinery is in motion. Examination or operation of motion machinery shall be made or carried out only by a specially trained adult male worker wearing tight fitting clothing as per section 22 of factories act 1948.		
19	No women or young person shall be employed or permitted to work in Lead-compound area like battery room etc. as per schedule VI of GFR 1963.		
20	All the relevant labour and industrial laws shall also be followed compulsorily.		



21	It is felt necessary to deploy safety officers / Safety supervisors by contractors / Agencies involved in carrying out hazardous activities / operations inside TPS to have better and constant supervision in terms of Health Safety and Environment activities.																																															
22	<b>Under section.97 of Factories Act,1948 -Offences by workers:</b> Subject to the provisions of section 111, If any worker employed in a factory contravenes any provision of Factories act or any rules or as per the clause .																																															
23	<p>All PPEs Should issue by party/agency/contractor to their contractor workers as per nature of job and allotment of PPE list shall be submitted on his letter head as per below mentioned format by Contractor before commencement of work to concerned HOD's and Safety Officer.</p> <p>Sub: Issue of PEE to Contractor workers  Sub of work Order:  Work order no.  Name of Agency:  Date of Commencement:  Time limit for work order:</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Sr. no</th> <th>Name of workers</th> <th>Sr. No. of Gate pass</th> <th>Designation</th> <th>Name of Section under work execution</th> <th>Name of PPE</th> <th>IS:Code no. of PPE</th> <th>Make of PPE</th> <th>Qty</th> <th>Unit</th> <th>Receiving signature</th> <th>Date of issue</th> </tr> <tr> <th>A</th> <th>B</th> <th>C</th> <th>D</th> <th>E</th> <th>F</th> <th>G</th> <th>H</th> <th>I</th> <th>J</th> <th>K</th> <th>L</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>												Sr. no	Name of workers	Sr. No. of Gate pass	Designation	Name of Section under work execution	Name of PPE	IS:Code no. of PPE	Make of PPE	Qty	Unit	Receiving signature	Date of issue	A	B	C	D	E	F	G	H	I	J	K	L	1											
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24	Safety talk/Safety instructions shall be given to contractor workers by JE/DE regarding hazards of specific work, risk & it's control measure before starting the job work and records shall be maintained for each & every job works.																																															
25	Over & above these, contractor shall have to follow all the safety requirements / rules & regulations / norms and legal provisions laid down in various statutes. Particularly the provisions of The Factories Act-1948 & The Gujarat State Factories Rules-1963 (Amended up to date), The Electricity Act-2003 & rules shall be followed strictly. The contractor shall also obey the rules / regulations / instructions of the local Competent Authority for safety requirements.																																															
26	After completion of work, cotton waste, grease, oil, unused material, welding rod pieces, scrap etc. are to be removed by contractor in scrap yard of Main Store, KLTPS																																															
27	All Labour rules & instructions to be followed by contractor & to be ensured by LWO/IRO/ DGM.																																															
28	For performance evaluation of contractor, safety factors of work accident, fire incident & near miss accident will be considered. Steps can be taken to review the job assignment up to cancellation for negligence.																																															
29	Accidental back history of last Three year shall be submitted by contractor with technical bid & shall be checked by concerned HOD & Reviewed by Safety Officer at the time of technical scrutiny and accordingly contract to be awarded.																																															
30	Contractor should issue photo gate pass for their workers from our Factory Manager as per Gujarat Factories rules, 1963 with mentioned work order number of GMDC, KLTPS.																																															
31	Contractor shall deploy Supervisor for work control during their job.																																															
32	Party will damage any fire equipments or property or machinery in factory during execution of work, total damage cost will be recovered from party RA bill and recovery Office note put up by concerned sectional Head.																																															
33	Under The Conditions Framed Under Rule-45 Of The Indian Electricity Rules, 1956, Electrical contractor License shall be submitted by agency/party with technical bid for electrical work with latest renewal from Chief Electrical Inspector, Gandhinagar-Gujarat. Electrical License photocopy shall be checked by Concerned HOD of Electrical Department.																																															
34	Non-Sparking Non-Magnetic electrical hand tools and tool kits shall be used by Electrical contractor for safe use in areas where hazardous, flammable, or combustible vapors, liquids, dusts, or residues may be present in Gas Based power plant and list of tools and tackles shall be submitted with technical bid. Non-Sparking Non-Magnetic electrical hand tools and tool kits shall be checked by JE/DE before commencement of Electrical work.																																															



35	Spark arrestor (as per approved manufacturer of CCOE, Nagpur) shall be provided on each vehicle by party/agency and it will check by shift security in charge before entry of vehicles in factory premises.
36	Prohibition of smoking, fires, lights, spontaneous ignition substance, matches; fuses, mobile phone etc are to be strictly followed by all workers who are working in factory premises.
37	Display Safety instructions shall be strictly followed by all workers who are working in factory premises.
38	License of driver shall be checked by security shift in charge before entry in the factory premises.
39	The above rules shall be scrupulously followed and where required, they may contact the Safety Officer in case of any ambiguity or needs further guidance in this regard.



*On Bidder's Letter Head*

From:

Ref:

Date:

To

Gujarat Mineral Development Corporation Limited  
[A Government of Gujarat Enterprise]  
'KhanijBhavan',  
Nr. University Ground, 132 Ft. Ring Road  
Vastrapur Ahmedabad 380 052

Sub: Earnest Money Deposit Against **Tender No- 18/PP/CHIMNEY LADDER-PLATFORM /2022**

Dear Sir,

With reference to above and as per terms and conditions of tender we are sending

Herewith D.D. / Pay Order NO \_\_\_\_\_ Dated \_\_\_\_\_ Of

\_\_\_\_\_ [Name of Bank and Branch] Payable at Ahmedabad  
for **Rs. 61,500/----** only being the amount of E.M.D.

Kindly acknowledge the stamp receipt.

Thanking You

Yours Faithfully

**[Name and Signature]**



***On Bidder's Letter Head***

**DECLARATION**

From:

Ref:

Date:

To  
Gujarat Mineral Development Corporation Limited  
[A Government of Gujarat Enterprise]  
'KhanijBhavan,  
Nr. University Ground, 132 Ft. Ring Road  
Vastrapur  
Ahmedabad 380 052

**Sub: Declaration.**

**Ref: Tender No- 18/PP/CHIMNEY LADDER-PLATFORM /2022**

**SUB:** : Work of Replacement of MS ladder , Platform and with other works for two numbers of Chimneys up to 30.00 meter height at 2x125 MW Thermal Power Station , Village- Nani Chher , Tal: Lakhpat, Dist- Kutchh.

Dear Sir,

I / We have carefully gone through and clearly understood the terms and conditions mentioned in the Tender document and hereby submit the bid to execute the whole work strictly in accordance with the said Tender.

I/We hereby solemnly declare that none of Our Partners Jointly or Severally or Our Firm / Company / Associates company have not been Black Listed by the Central Government or any State Government or It's Undertaking.

I/We hereby further declare that, if the above Declaration is found untrue, G.M.D.C. Ltd. 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 deem fit by G.M.D.C.

Thanking You

Yours Faithfully

[Name and Signature & Stamp]



*On Bidder's Letter Head*

**DECLARATION II**

FROM:

Date:

To,  
Gujarat Mineral Development Corporation Limited  
[A Government of Gujarat Enterprise]  
Nr. University Ground, 132 Ft. Ring Road  
Vastrapur, Ahmedabad 380 052

**SUB: Tender No- 18/PP/CHIMNEY LADDER-PLATFORM /2022**

**REF:** : Work of Replacement of MS ladder , Platform and with other works for two numbers of Chimneys up to 30.00 meter height at 2x125 MW Thermal Power Station , Village- Nani Chher , Tal: Lakhpat, Dist- Kutchh

Dear Sir,

I/we have carefully gone through and clearly understood the Tender notice, details to be furnished along with technical bid, plans, specifications and conditions of contract for the above mentioned work, do hereby Tender to execute and complete the whole work strictly in accordance with the said plans and specifications and conditions of contract at the rates set out in the priced schedule and quantities attached hereto.

I/we agree to finish the whole work as per instructions within mentioned time limit as per NIT from expiry of fifteen days from the date of issue of Letter Of Intent or actual commencement of the work whichever is earlier.

I/We have deposited as EMD Rs. 61,500/- by D.D. along with the technical bid in your office which amount is not to bear any interest and my/our do hereby agree that this sum shall be liable to be forfeited by the GMDC at its sole discretion, in the event of your accepting my /our Tender and my/our failing to execute the contract when called upon to do so.

It is understood by me /us that the lowest or any Tender will not necessarily be accepted and that no reason shall be given for such non acceptance

I/We agree to keep our offer valid for 180 days or for a further period as would be desired by the GMDC, from the date of the opening of the Price bid. We agree to all the terms and conditions of the technical bid.

Thanking You

Yours Faithfully  
[Name and Signature & Stamp]





On Bidder's Letter Head

SPECIMEN OF PRE RECEIPT BILL

This is in reference to your communication dated ..... regarding full and final settlement of work related to as per work order /agreement /LOI dated ..... . In this regard , we here by accept an amount of Rs. .... towards full and final settlement . After receipt of the same we will not claim any amount in future from GMDC in respect of above mentioned work. This pre receipt is issued as full and final settlement of our claim for Rs. .... as finalized by GMDC .

Date:

Authorised

Signatory

Place:



On Bidder's Letter Head  
**NO DEMAND CERTIFICATE FORMAT**

Ref:  
From:  
To

Date:

Gujarat Mineral Development Corporation Limited  
[A Government of Gujarat Enterprise]  
'KhanijBhavan',  
Nr. University Ground, 132 Ft. Ring Road  
Vastrapur  
Ahmedabad 380 052

**SUB: Tender No- 18/PP/CHIMNEY LADDER-PLATFORM /2022**

**REF: :** Work of Replacement of MS ladder , Platform and with other works for two numbers of Chimneys up to 30.00 meter height at 2x125 MW Thermal Power Station , Village- Nani Chher , Tal: Lakhpat, Dist- Kutchh

**Dear Sir,**

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- **18/PP/CHIMNEY LADDER-PLATFORM /2022** - Work of Replacement of MS ladder , Platform and with other works for two numbers of Chimneys up to 30.00 meter height at 2x125 MW Thermal Power Station , Village- Nani Chher , Tal: Lakhpat, Dist- Kutchh

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 & Address of

Witnesses

\_\_\_\_\_

Signature & Stamp of the Bidder

(1) \_\_\_\_\_

(2) \_\_\_\_\_



## T-No- 18/PP/CHIMNEY LADDER-PLATFORM /2022

### SCHEDULE OF DEVIATIONS

Bidder shall indicate / bring out all Commercial & Technical deviations, clause by, clause in this Schedule, but any commercial deviation will not be accepted by GMDC. If the Schedule is not submitted duly filled in, the bid will be considered as incomplete. (In case of 'NO DEVIATION' the Schedule be submitted mentioning 'NO DEVIATION'). If nothing is mentioned than it will be considered that bidders have "no deviation"

Sr.No. Clause No. Deviation Justification

i) Commercial Deviations For: -

ii) Technical Deviations for

The Bidders hereby certifies that there is no deviation from the purchaser's specification.

Name of firm: .....

Signature of Bidder:.....

Name of Bidder:.....

Designation:.....

Date:.....

Seal of the Company



**(FORMAT FOR AFFIDAVIT)**

**A F F I D A V I T  
UNDERTAKING REGARDING GENUINENESS 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 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 .....

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**BIDDERS ARE REQUESTED TO FILL THE FOLLOWING DETAILS**

**Format for RTGS / NEFT Payment**

Name of the party and address	
PAN No.	
Name of Bank And Address	
Account No.	
Type of Account	
IFS Code of the Bank	
MICR Code of the Bank	
GSTIN No	

I hereby declare that the above information is true and correct and I hereby authorize GMDC LTD to make the payment through RTGS/NEFT facility in the above mentioned Bank Account. Bank commission / Bank charges may be recovered from our payment.

(Name and Signature of the Proprietor /Partner/

Authorized Person of the Contractor )

Date:

Place: