



# **Gujarat Mineral Development Corporation Limited**

## **Invitation for E-Tender:**

### **GMDC GVT/Mata no Madh/Elect./CSR/ 1 /2022-23**

E-tender is invited for Supply, Transport, Installation, Commissioning & Testing of 12mtrs height High Mast Towers of 6 Nos. with RCC foundation, 8 Nos. X 150W flood type LED fittings with all accessories, winch motor with drum, cable, panel & steel rope etc. to be installed at various villages i.e. Kotda (J), Nagviri, Bibar, Devpar (yaksh), Mothala, Vayor (Ta:-Nakhtrana & Abdasa) under CSR activities of Mata no Madh Project Dist:-Kutch (Total 6 Nos. high mast towers)

Prospective bidders may please download the Tender Document of e-Tender:

GMDC GVT/Mata no Madh/Elect./CSR/ 1 /2022-23 from website

<https://gmdc.nprocure.com& www.gmdcltd.com>

**General Manager (Power & Purchase)  
Gujarat Mineral Development Corporation Ltd.  
(A Govt. Of Gujarat Enterprise)**

**CIN: L14100GJ1963SGC001206, GST: 24AAACG7987P1ZT**

**Khanij Bhavan, 132' Ring Road, University Ground, Vastrapur, Ahmedabad 380 052**

**EPABX: 079-27913501, 27913200 ext. no. 1760**

**E-mail:power@gmdcltd.com,jndave@gmdcltd.co.in, Website: www.gmdcltd.com**

**Table of Contents**

| <b>Cl. No.</b> | <b>Particulars</b>                               | <b>Page No.</b> |
|----------------|--|-----------------|
| 1.             | Purpose of the Document                          | 7               |
| 2.             | About GMDC                                       | 7               |
| 3              | Location of Works                                | 7               |
| 4              | General Instructions to Bidder                   | 8               |
| 4.1            | Cost of Bidding                                  | 8               |
| 4.2            | Due Diligence                                    | 8               |
| 4.3            | Clarification of Bidding Documents               | 8               |
| 4.4            | Amendment of Tender Document                     | 8               |
| 4.5            | Contact Details                                  | 9               |
| 4.6            | Language of Bid                                  | 9               |
| 4.7            | Late Bids  | 9               |
| 4.8            | Right to Accept Proposal                         | 9               |
| 4.9            | Period of Validity of Bids                       | 9               |
| 4.10           | Sub Contract                                     | 10              |
| 4.11           | Consortium / Joint Venture                       | 10              |
| 4.12           | Change In law                                    | 10              |
| 4.13           | Interpretation                                   | 10              |
| 5.             | Earnest Money Deposit TENDER Processing Fee      | 11              |
| 6.             | TENDER Processing Fee                            | 11              |
| 7.             | Security Deposit                                 | 12              |
| 8.             | Procedure for Submission of the Bid              | 13              |
| 9              | Eligibility and Qualification Criteria of Bidder | 14              |
| 9.1            | Experience                                       | 14              |
| 9.2            | Financial  | 14              |

|            |   |           |
|------------|---|-----------|
| <b>9.3</b> | <b>Blacklisting of the Bidder</b>                             | <b>14</b> |
| <b>10.</b> | <b>Scope Of Work</b>  | <b>15</b> |
| <b>11.</b> | <b>Duration of work</b>                                       | <b>18</b> |
| <b>12</b>  | <b>Liquidity Damage</b>                                       | <b>18</b> |
| <b>13.</b> | <b>Goods &amp; Service Tax</b>                                | <b>19</b> |
| <b>14.</b> | <b>Payment</b>  | <b>19</b> |
| <b>15</b>  | <b>Mode of Payment</b>  | <b>20</b> |
| <b>16.</b> | <b>Evaluation of Bids</b>                                     | <b>20</b> |
| <b>17</b>  | <b>Negotiation</b>  | <b>22</b> |
| <b>18</b>  | <b>Acceptance of offer</b>                                    | <b>22</b> |
| <b>19</b>  | <b>Intellectual Property Rights</b>                           | <b>22</b> |
| <b>20.</b> | <b>Statutory Obligations</b>                                  | <b>22</b> |
| <b>21.</b> | <b>Laws ,regulations &amp; permits &amp; Rules</b>            | <b>23</b> |
| <b>22.</b> | <b>Notice</b>   | <b>23</b> |
| <b>23.</b> | <b>Canvassing Not Permitted</b>                               | <b>24</b> |
| <b>24.</b> | <b>Bankruptcy</b>   | <b>24</b> |
| <b>25.</b> | <b>Termination Of Contract</b>                                | <b>25</b> |
| <b>26.</b> | <b>Governing Law</b>  | <b>25</b> |
| <b>27.</b> | <b>Arbitration</b>  | <b>25</b> |
| <b>28.</b> | <b>Jurisdiction</b>   | <b>25</b> |
| <b>29.</b> | <b>Provision related to Insurance</b>                         | <b>25</b> |
| <b>30.</b> | <b>Traveling, Living &amp; Other Expenses</b>                 | <b>26</b> |
| <b>31.</b> | <b>Non Fulfillment of Terms And Condition of The Contract</b> | <b>26</b> |
| <b>32.</b> | <b>Accident Etc .&amp; Responsibilities of Bidder</b>         | <b>27</b> |
| <b>33.</b> | <b>General Conditions</b>                                     | <b>27</b> |
| <b>34.</b> | <b>Completion of Work &amp; Time schedule</b>                 | <b>30</b> |
| <b>35.</b> | <b>Foreclosure</b>  | <b>31</b> |



|            |  |           |
|------------|--|-----------|
| <b>36.</b> | <b>Force Majeure</b>   | <b>31</b> |
|            | <b>Annexure – A, Instruction to Bidders for Online Tendering</b> | <b>33</b> |
|            | <b>Annexure – B, List of Banks for submission on EMD</b>         | <b>34</b> |
|            | <b>FORM – PA to PG</b>   | <b>36</b> |
|            | <b>Form – AA, Format Price Bid</b>                               | <b>43</b> |
|            | <b>Format of Bank Guarantee for Earnest Money Deposit (EMD)</b>  | <b>45</b> |



**TENDER NOTICE**

**GMDC GVT/Mata no Madh/Elect./CSR/ 1 /2022-23**

|  |  |
|--|--|
| <b>Brief Description of work</b>       | Supply, transport, installation, commissioning & testing of 12mtrs height high mast tower with RCC foundation, 8Nosx150W flood type LED fittings with all accessories, winch motor with drum, cable, panel & steel rope etc. to be installed at various villages i.e. (Kotda (J), Nagviri, Bihar, Devpar(Yaksh), Mothola, & Vayor (Ta: Nakhtrana & Abdasa) .Total six villages in Kutch District near Lignite Project, Mata no Madh.   |
| <b>Place of work</b>                   | Village: - Total 06 nos. villages: Kotda (J), Nagviri, Bihar, Devpar(Yaksh), Mothola, & Vayor (Ta:-Nakhtrana & Abdasa) in Kutch District near Lignite Project, Mata na Madh.   |
| <b>Period of contract</b>              | The period of contract will be 3 months from the date of acceptance of LOI and defect liability period will be 1 Year after completion of work.  |
| <b>Estimated Contract Value</b>        | <b>Approximately Rs.11,50,000.00</b> (Rupees Eleven Lakh Fifty Thousand Only) Excluding GST.   |
| <b>Availability of TENDER</b>          | Tender shall be floated on the GMDC website ( <a href="http://www.gmdcltd.com">www.gmdcltd.com</a> ) and nprocure portal ( <a href="https://gmdc.nprocure.com">https://gmdc.nprocure.com</a> ).<br>Bids shall be required to be submitted online on the nprocure portal ( <a href="https://gmdc.nprocure.com">https://gmdc.nprocure.com</a> ).   |
| <b>EMD<br/>(Earnest Money Deposit)</b> | Rs.34,500/-(Rupees Thirty Four Thousand Five Hundred only) in any one of following form<br><ul style="list-style-type: none"><li>➤ DD in favour of “GMDC Gramya Vikas Trust”. payable at Ahmedabad from Banks approved by Govt. of Gujarat (except Co-operative Bank)</li><li>➤ Fixed Deposit from Banks approved by Govt. Of Gujarat (except Co-operative Bank) duly pledged in favour of “GMDC Gramya Vikas Trust” for a period of not less than 6 (six) months from the last date of submission of bid and shall be renewed from time to time in case of requirement.</li><li>➤ Bank Guarantee issued by banks approved by Govt. Of Gujarat from time to time (except Co-Operative bank) in the form and manner acceptable to “GMDC Gramya Vikas Trust” (Govt. GR is annexed at Annexure-B for approved bank). It should be valid for a period of not less than 6 (six) months from the last date of submission of bid.</li><li>➤ Digital Mode, Please note if payment is made through Digital Mode kindly submit the receipt of the same along with tender documents. RTGS details for payment (Annexure-B) ICICI Bank, Ahmedabad Branch, Ahmedabad Account Number: 002405019379</li><li>➤ IFSC: ICIC0000024</li></ul> |



|  |   |
|--|---|
|  | <p><i>Relaxation in terms of submission of Tender shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of TENDER.</i></p>  |
| <b>Tender Processing Fee</b>   | <p>Rs 1500 plus GST @18% aggregating to Rs. 1770/-(Rupees One Thousand Seven Hundred Seventy Only) payable by Demand Draft /FD/ BG drawn in favor of “GMDC Gramya Vikas Trust”. payable at Ahmedabad.</p> <p><i>Relaxation in terms of submission of Tender Processing Fee shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of TENDER.</i></p>   |
| <b>Bid Validity Period</b>   | <p>120 days from the date of opening of the preliminary bid, which shall be deemed extended unconditionally for further period of 120 days, if GMDC requires it.</p>  |
| <b>Commencement of Tender</b>  | <p><b>From Dt. 12/09/2022</b></p>   |
| <b>Last date of submission of bid through online</b>                           | <p><b>03/10/2022 Up to 18.00 Hrs. on <a href="https://gmdc.nprocure.com">https://gmdc.nprocure.com</a> only.</b></p>  |
| <b>Last date of submission of physical documents i.e. EMD, TENDER Fee etc.</b> | <p><b>03/10/2022 up to 18.00 Hrs. at Corporate office, Ahmedabad.</b></p>   |
| <b>Date and time for online opening of preliminary bid.</b>                    | <p><b>04/10/2022 at 11.00 Hrs.</b></p>  |
| <b>General and Important Terms and Conditions</b>                              | <ol style="list-style-type: none"><li>1. GMDC GVT(GMDC Gramya Vikas Trust) reserves absolute right/discretion to accept and/or reject any or all the Tenders received or invite fresh bid at any stage or split the work between more than one Bidders as the case may be.</li><li>2. The Bidders are required to quote the rate strictly as per the terms and conditions mentioned in the TENDER document. Conditional TENDER shall not be entertained and will be rejected summarily without assigning any reasons, whatsoever.</li><li>3. GMDC GVT may issue amendments/corrigendum in the Tender documents, schedule, forms etc. at any time during the period between publication of notice and submission of bids of the TENDER on website. The Bidders in their own interest are advised to visit the website regularly till the last date of submission of the bid. No separate newspaper advertisement will be released for amendments/corrigendum.</li><li>4. GMDC GVT reserves the rights to modify or alter any Condition of the tender.</li><li>5. The Bidders are advised to submit their price bid online on <a href="https://www.gmdc.nprocure.com">https://www.gmdc.nprocure.com</a> only. Physical price bid shall not be</li></ol> |

accepted and shall be rejected summarily without assigning any reasons, whatsoever.

6. Failure to submit bid online in stipulated time due to any reason whatsoever by any Bidder shall result in disqualification of bid. In such circumstances, bid submitted physically along with supporting documents, TENDER processing fees, EMD amount etc. shall not be considered as bid submitted and the same will be returned back to the Bidder without opening the same. GMDC GVT reserves the right to take suitable decision in this regard.

## 1. Purpose of the Document

The Tender Document floated by GMDC (Gujarat Mineral Development Corporation Limited, A Government of Gujarat Enterprise) is invited for Supply, transport, installation, commissioning & testing of 12 mtrs height high mast tower with RCC foundation, 8 Nos. x 150W flood type LED fittings with all accessories, winch motor with drum, cable, panel & steel rope etc. to be installed at various villages i.e. Kotda(J), Nagviri, Bihar, Devpar(Yaksh), Mothola, & Vayor (Ta: Nakhtrana & Abdasa) total six villages in Kutch District near Lignite Project, Mata no Madh village.

## 2. About GMDC

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

## 3. Location of works

The work required to be carried out is located in various villages:- (Kotda(J), Nagviri, Bihar, Devpar(Yaksh), Mothola, & Vayor (Ta:-Nakhtrana & Abdasa) under CSR activities of Mata no Madh Project, Vill Ravapar of Nakhtrana and Abdasa Taluka, Kutchh District of Gujarat State. The nearest Railway Station and Airport is at Bhuj.

#### **4. General Instructions to bidder**

The section aims to provide guidelines/Instructions for Bidders, to be used while submitting the Proposals.

##### **4.1 Cost of Bidding**

The Bidder will bear all costs associated with the preparation and submission of its bid and GMDC GVT, will in no event or circumstance be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

##### **4.2 Due Diligence**

The Bidder is expected to and shall be deemed to have examined all instructions, forms, terms and specifications and other information in this TENDER Document. The bid should be precise, complete and in the prescribed format as per the requirement of the TENDER Document. Failure to furnish all information required by the TENDER Document or submission of a bid not responsive to the TENDER Document in every respect will be at the Bidder's risk and may result in rejection of the bid. GMDC GVT shall at its sole discretion be entitled to determine the adequacy/ sufficiency of the information provided by the Bidder.

##### **4.3 Clarification of Bidding Documents**

GMDC GVT shall make best efforts to respond to any request for clarification of the TENDER Document. The response/clarification shall to the extent possible be made in writing.

##### **4.4 Amendment of TENDER Document**

At any time before the deadline for submission of bids, GMDC GVT may modify the TENDER Document for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the TENDER Document by amending, modifying and/or supplementing the same. Any amendments/modifications in the TENDER document would be displayed on GMDC Web Site and all such amendments shall be binding on the Bidder without any further act or deed on GMDC GVT part. In the event of any amendment, GMDC GVT reserves the right to extend the deadline for the submission of the bids, in order to allow prospective Bidder reasonable time in which to take the amendment into account while preparing their bids. GMDC LTD may at its sole discretion, extend this deadline for submission of bids by amending the bid documents.



#### **4.5 Contact Details**

All inquiries concerning this procurement are to be addressed to the following:

General Manager (Power & Purchase)  
Gujarat Mineral Development Corporation Ltd.  
KhanijBhavan, 132' Ring Road, University Ground,  
Vastrapur, Ahmedabad 380 052  
☎EPABX: 079-27913501, 27913200Extn.No:1760  
E-mail:power@gmdcltd.com,jndave@gmdcltd.co.in

#### **4.6 Language of Bid**

All Proposals and various documents related to these Proposals should be in English Language. All correspondence between GMDC GVT and the Bidder would also be in English Language. Supporting Documents and Printed Literature furnished by the Bidder may be in another Language provided they are accompanied by an accurate translation in English Language.

#### **4.7 Late Bids**

Any bid received by GMDC GVT after the deadline for submission of bids prescribed by GMDC GVT summarily rejected. GMDC GVT shall not be responsible for any postal delay or non-receipt /non-delivery of the documents. No further correspondence on this subject will be entertained.

#### **4.8 Right to Accept Proposal**

GMDC GVT reserves the right to accept or reject any Proposal, and to annul the Proposal process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Consortium of the grounds for such decision.

#### **4.9 Period of Validity of Bids**

Bids shall remain valid for 180 days after the date of bid opening prescribed by GMDC GVT, pursuant to the TENDER schedule mentioned in this document. In exceptional circumstances, GMDC GVT may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder shall be unconditional.

#### **4.10 Sub Contract**

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

#### **4.11 Consortium / Joint Venture**

Consortium / Joint Venture are not allowed.

#### **4.12 Change in Law**

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

#### **4.13 Interpretation**

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

**4.14** GMDC GVT is authorized to take suitable decision and action in case of requirement to amend/alter the contract conditions/quantities of the works/ extension of the contract period/allotment of additional works/revision of the rates of the work etc. if necessary in the interest of GMDC GVT.

**4.15** The Successful bidder shall not change the constitution of the firm/name during the currency of the contract without prior approval of GMDC GVT. Upon such change in constitution and/or name, Supplementary agreement to that effect shall be executed and if the SD is submitted in form of BG/FD than fresh BG in the name and/or constitution shall be submitted failing which necessary action as deemed fit by GMDC GVT shall be taken.

## 5. Earnest Money Deposit

A non-interest bearing Earnest Money Deposit of Rs. 34500/- (Rupees Thirty Four Thousand Five Hundred only) in any one of following form

- Demand Draft in favour of GMDC Gramya Vikas Trust Payable at Ahmedabad.

OR

- Fixed Deposit from Banks approved by Govt. Of Gujarat (except Co-operative Bank) duly pledged in favour of GMDC Gramya Vikas Trust for a period of not less than 6 (six) months from the last date of submission of bid and shall be renewed from time to time in case of requirement.

OR

- Bank Guarantee issued by banks approved by Govt. Of Gujarat from time to time (except Co-Operative bank) in the form and manner acceptable to GMDC Gramya Vikas Trust (Govt. GR is annexed at annexure “B” for approved bank). It should be valid for a period of not less than 6 (six) months from the last date of submission of bid.
- Digital Mode, Please note if payment is made through Digital Mode kindly submit the receipt of the same along with the tender documents. RTGS details for payment (Annexure-B) ICICI Bank, Ahmedabad Branch, Ahmedabad Account Number: 002405019379  
IFSC: ICIC0000024

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

## 6. TENDER Processing Fee

The TENDER Processing Fee is to be paid at the time of submission of supporting document of technical bid in the form of demand draft/ Pay Order of Rs. 1500/- plus GST @ 18% (Rs. 270) aggregating Rs1770/- (Rupees One Thousand Seven Hundred Seventy only) as mentioned in TENDER notice in the sealed technical bid cover. If the amount mentioned in the DD/ Pay Order is found short, the TENDER will not be considered for scrutiny and will be out rightly rejected.

*Relaxation in terms of submission of TENDER Processing Fee shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of TENDER.*

## 7. Security Deposit

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

7.2 The successful bidder shall submit security deposit of 05 % of the total contract value excluding Goods & Service Tax (GST) at within 7 days from the date of receipt of LOI in any one of following form

- Demand Draft in favour of GMDC Gramya Vikas Trust Payable at Ahmedabad.

OR

- Fixed Deposit from Banks approved by Govt. Of Gujarat (except Co-operative Bank) duly pledged in favour of GMDC Gramya Vikas Trust for a period of not less than 15 (FifteenMonths) months from the date of receipt of LOI and shall be renewed from time to time in case of requirement.

OR

- Bank Guarantee issued by banks approved by Govt. Of Gujarat from time to time (except Co-Operative bank) in the form and manner acceptable to GMDC (Govt. GR is annexed at annexure “B” for approved bank). It should be valid for a period of not less 15 (FifteenMonths) from the date of receipt of LOI and shall be renewed from time to time in case of requirement.

OR

- Digital Mode, Please note if payment is made through Digital Mode kindly submit the receipt of the same along with the tender documents.

- RTGS details for payment (Annexure-B):

Account Number: 002405019379

IFSC: ICIC0000024

ICICI Bank, Ahmedabad Branch, Ahmedabad

7.3 It shall be refunded to the Successful bidder, within a period of six months after satisfactory completion of the work and fulfillment of all the terms and conditions of the contract.

7.4 The SD deposited by the Successful bidder may be forfeited if the successful bidder fails to commence of the work within 10 days of acceptance of Letter of Intent.

7.5 Security deposit shall not bear any interest under any circumstances. Security Deposit is a measure of liquidated Damages sustained by GMDC GVT.

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

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

## **8. Procedure for Submission of the Bid**

- 8.1** Offers prepared in accordance with the procedures enumerated below.
- 8.2** Bid should be submitted **online** at [www.nprocure.com](http://www.nprocure.com) on or before the last date and time as prescribed in this TENDER.
- 8.3** The Bidder should submit their bids in THREE parts, these are
  - 8.3.1** Pre qualification bid (Details of EMD and TENDER Fee),
  - 8.3.2** Eligibility and Technical Bid
  - 8.3.3** Price Bid.
- 8.4** Manual price bids or the bids submitted by telex/ telegram/ fax/ e-mail etc. will not be accepted under any circumstances. No correspondence will be entertained on this matter.
- 8.5** Bidders are advised to follow the 'Instructions for Bids Submission' given in annexure "A" for e-submission of the bids online through n-procure.

Documents should be submitted as per check list given in form PA through 'off-line' in the sealed cover super-scribed as "Technical Bid for TENDER Number **GMDC GVT/Mata no Madh/Elect./CSR/ 1 /2022-23**" and Name of work: "**for Supply, transport, installation, commissioning & testing of 12mtrs height high mast tower with RCC foundation, 8 Nos. x 150W flood type LED fittings with all accessories, winch motor with drum, cable, panel & steel rope etc. to be installed at various villages i.e. Kotda(J), Nagviri, Bihar, Devpar(Yaksh), Mothola, & Vayor (Ta: Nakhtrana & Abdasa) total six villages in Kutch District near Lignite Project, Mata na Madh village..**".

Bids must be submitted as per the schedule (date & time) indicated in TENDER notice.

## **9. Eligibility and Qualification Criteria of Bidder**

### **9.1 Experience**

**9.1.1** The Bidders should have following minimum experience of having successfully completed similar works during last 7 (seven) years ending on last day of March 2022 (i.e. period from 01.04.2015 to 31.03.2022)

A. Three similar completed works each having amount of Rs 4,60,000 (Rupees Four Lakh Sixty Thousand only) during last 7 (seven) years.

**OR**

B. Two similar completed works each having amount of Rs 5,75,000/- (Rupees Five Lakh Seventy Five Thousand Only) or more during last 7 (seven) years

**OR**

C. One similar completed work having amount of Rs 9,20,000/- (Rupees Nine Lakh Twenty Thousand only) or more during last 7 (seven) years.

Similar works means the Bidders should have experience in Supply, Installation, Commissioning & Testing of High Mast Towers Works carried out under the single LOI/Work Order/Agreement.

### **9.2 Financial**

**9.2.1** Bidder must have an average positive Net Worth for the last three financial years i.e. 2019-20, 2020- 21 and 2021-22.

**9.2.2** Bidder must have a Minimum Average Annual Turnover of Rs 3,45,000/- (Rupees Three Lakh Forty Five Thousand Only) for financial year of 2019- 20, 2020-21 and 2021-22

**9.2.3** A certificate from Chartered Accountant regarding financial capacity shall be submitted as per format provided in FORM PC of the TENDER Document.

### **9.3 Blacklisting of the Bidder**

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

## 10.Scope of Work:

Under the scope of this contract, the successful bidder is required to Supply, Transport, installation, commissioning & testing of 12 mtrs height high mast towers-6 Nos. with RCC foundation, 8 Nos. x150W flood type LED fittings with all accessories, winch motor with drum, cable, panel & steel rope etc.

### **Work to be carried out as per shown specification of High Mast Tower (12 Mtr.) Total Nos.- 6**

| Sr. No. | Specification  |
|---------|--|
| 1.      | The scope of this specification covers the manufacture, transport, installation, testing and commissioning of the complete lighting system, using raising and lowering type of high mast towers including the civil foundation work. GMDC will only provide the supply point, from where the vendor has provide all items required for the safe and efficient operation and maintenance of the lighting system, including the high mast, whether explicitly stated below or not, shall be included.  |
| 2.      | <p>Supply of 12mtrs High mast system (Polygonal cross section, 20 sided continuously tapered) with all accessories including but not restricted to the following.</p> <p>Mast shaft in two section, hot dip galvanized and suitable for wind velocity as per IS 875 part3(i.e. 180KM/hr at least</p> <p>(a) Head frame , steel wire rope of min.6mm dia. Double drum winch</p> <p>(b) Galvanized Lantern carriage arrangement suitable for 8nos 150w LED flood type luminaries &amp; with all accessories.</p> <p>(c) Integral power tool installed inside base compartment for its operation</p> <p>There shall be only one longitudinal weld in mast sections confirming to AWS. D 1.1(equivalent to standard BS5135) The masts are fabricated from special steel plates confirming to EN-10027-1 s 355JO or equivalent, cut to from a polygonal section as stated above</p> <p>The steel shall have following characteristics:<br/>Minimum Yield strength: 355 N/Sq.mm fro thickness &lt; 30mm<br/>Tensile strength : &gt; 490 N/Sq.m<br/>Minimum Elongation for thickness between 3mm and 30mm : 22%</p> |
| 3.      | Supply of foundation bolts manufactured from special steel along with nuts, washers, anchor plate and templates  |
| 4.      | Design, Supply and casting of suitable shallow foundation with M-15 concrete for the High mast considering safe soil bearing capacity at the site.   |
| 5.      | Supply of <b>8nos 150w LED flood type IP65 luminaries (to each 6Nos high mast tower) OREVA/Crompton Greaves/Bajaj make</b> with all accessories suitable for operation on 230V, 50Hz AC supply <b>with 2years warrantee.</b>   |
| 6.      | Supply of twin dome aviation obstruction light with 1nos LED lamps   |
| 7.      | Supply & making of 6nos chemical earthing for high mast tower & 6nos for for   |

|      |   |
|------|---|
|      | Electric control LT panel   |
| 8.   | Supply of control panel housing suitable control circuit for the operation of the mast, analogue timer for automatic ON/OFF controls for the power tool Motor.  |
| 9.   | Erection/Installation and commissioning of the high mast system comprising of foundation, mast and its accessories, aviation warning lamps , earthing, luminaires, control panel etc. with the help of suitable equipments.   |
| 10.  | 2sets of wiring diagram, O & M manual to be supplied along with the high mast.  |
| 11.  | The LED flood type luminaires should be of OREVA/Crompton Greaves/Bajaj make only. The fitting offered should be suitable outdoor application and properly sealed to prevent rain water entry.  |
| 12.  | <b>General Features:</b>  |
| 12.1 | <b>Winch:</b> The winch shall be of completely self sustaining type, without the need for brake shoe, spring or clutches. Each driving spindle of the winch shall be positively locked when not in use. Individual drum also should be operated for fine adjustment of lantern carriage. The capacity, operating speed, safe working load, recommended lubrication and serial number of winch shall be clearly marked on each winch. The winch drums shall be grooved to ensure perfect seat for stable and tidy rope lay with no chances of rope slippage. The rope termination in the winch shall be such that distortion or twisting is eliminated and at least 5 to 6 turns of rope remains on the drum even when the lantern carriage is fully lowered and rested on the rest pads. It should be possible to operate the winch manually by a suitable handle by an integral power tool.  |
| 12.2 | <b>Head Frame:</b> The head frame, which is to be designed as a capping unit of the mast, shall be of welded steel construction, galvanized both internally and externally after assembly. The top pulley shall be of appropriate diameter, large enough to accommodate the stainless steel wire ropes and the multi core electric cable. The pulley block shall be made of non-corrodible material, and shall be of die cast Aluminum Alloy. Pulleys made of synthetic materials such as plastic or PVC is not acceptable. Self – lubricating bearings and stainless steel shaft shall be provided to facilitate smooth and maintenance free operation for a long period. The pulley assembly shall be fully protected by a canopy galvanized internally and externally. Close fittings guides and sleeves shall be provided to ensure that the ropes and cables do not get dislodged from their respective positions in the grooves. The head frame shall be provided with guides and stops with PVC buffer for docking the lantern carriage. |
| 12.3 | <b>Stainless Steel Wire Ropes:</b> The suspension system shall essentially be without any intermediate joint and shall consist of only non-corrodible stainless steel of AISI 316 or better grade. The stainless steel wire ropes shall be of suitable size, the central core being of the same material. The overall diameter of the rope shall not be less than 6mm (7/19 construction). The thimbles shall be secured on ropes by compression splices. Two continuous lengths of stainless steel wire ropes shall be used in the system and no intermediate joints are acceptable in view of the   |



|      |  |
|------|--|
|      | required safety. No intermediate joints/terminations, either bolted or else, shall be provided on the wire ropes between winch and lantern carriage.   |
| 12.4 | <b>Electrical System, Cable and Cable Connections:</b> A suitable terminal box shall be provided as part of the contract at the base compartment of the high mast for terminating the incoming cable. The electrical connections from the bottom to the top shall be made by special trailing cable. Size of the cable shall be minimum 5core 2.5sq.mm copper. At the top three shall be weather proof junction box to terminate the trailing cable. Connections from the top junction box to the individual luminaries shall be made by using 3core 1.5sq.mm copper flexible PVC cables of reputed make. The system shall have in – build facilities for testing the luminaries while in lower position. Also suitable provision shall be made at the base compartment of the mast to facilitate the operation of internally ousted. Electrically operated power tool for raising and lowering of the lantern carriage assembly. The trailing cables of the lantern carriage rings shall be terminated by means of metal clad, multi pin plug and socket provided in the base compartment to enable easy disconnection when required. |
| 12.5 | <b>Power Tool for the Winch:</b> A suitable, high powered, electrically driven, internally mounted power tool, with manual over ride shall be supplied for the raising and lowering of the lantern carriage for maintenance purposes. The speed of the power tool shall be to suit the system. The power tool shall be supplied complete with suitable control. The capacity and speed of the electric motor used in the power tool shall be suitable for the lifting of the design load installed on the lantern carriage. The power tool mounting shall be so designed that it will be not only self supporting but also aligns the power tool perfectly with respect to the winch spindle during the operations. Also, a handle for the manual operation of the winches in case of problems with the electricity operated tool shall be provided  |
| 12.7 | Making of trench for buried for 2ft(depth) x 600m(total length for all 6noa high mast tower) for Laying of 4x4sq.mm copper stranded armoured cable & back filling after laying of cable or as per site requirement.  |
| 12.8 | Supplying/laying/termination at both end of 4x4sq.mm x600mtrs long hard copper stranded armoured cable any IS make to be laid in trench  |
| 12.9 | Party has to provide LOGO of GMDC & write SAUJANYA by GMDC & same is stick to high mast tower –size will be given by us & 440Volts danger plate to LT Control panel  |
| 13.  | Party has to informed GMDC before starting of work & get the approval of all materials like- high mast towers with all its accessories, LED fittings, Electrical Panels, chemical earthing rod, cables etc. before commencement of work  |

The Bidder shall keep one or more nominated person(s) as a Supervisor for supervision of work, manage its manpower for above work at site for which no additional payment shall be

made by GMDC GVT. The nominated person shall maintain daily work progress report by the successful bidder and submit the same to GMDC in Mata no Madh Project.

## **11. Duration of Work:**

- 11.1** Work Completion time is 90 days from the date of acceptance of LOI. Time is the essence of the contract and if Work Completion time is not made as stipulated, corporation shall be at liberty to procure the material at bidder's risk and cost and if thereby any extra expenditure is involved, the same shall be debited to bidder's account, If corporation is unable to procure the material from alternate source in time and if corporation suffers any consequential loss, bidder will have to bear the same. Corporation in that case will forfeit the security deposit and will also have the right to lodge claim against party for damage incurred.
- 11.2** In case of any reason including adverse working conditions during execution of the contract that may compel suspension/closure of the contract, GMDC GVT shall be at liberty to conclude/postpone/complete/terminate/foreclose this contract. No compensation or payment shall be made on account of afore-stated events. Decision of GMDC GVT in this regard shall be final and binding to the Successful Bidder.
- 11.3** All the activities arising under the scope of the works shall be complied with various statute/laws/Rules/Regulations etc. including Environmental laws and if the Successful Bidder fails to comply the laws; it will be done at the risk and cost of the Successful Bidder and expenses will be recovered from RA Bills of the Successful Bidder.
- 11.4** The Successful Bidder shall have to follow all safety norms. The Successful Bidder shall be responsible for safety of equipments and mine. If any damages occur then the Successful Bidder shall be responsible for repairing the damages made to the equipments and plant of GMDC and compensate for the cost of damages.
- 11.5** GMDC GVT shall not be made liable for any damage and /or compensation for the manpower and/or tools and tackles provided by the Successful Bidder.
- 11.6** Right to Review Performance:  
GMDC GVT reserves the right to review and assess the performance of the work at any time during the contract period. In case of poor or unsatisfactory performance and/or breach of any terms and conditions of the contract, GMDC GVT shall have discretion to take appropriate action including termination of the contract.

## **12. Liquidated Damages (LD):**

- 12.1** If the Successful Bidder fails to start the actual work within 7 days from the date of acceptance of LOI as required under clause no. 18 of tender document, a liquidated damages @ 0.5% of contract value liquidated damages @ 1 % per week of price bid value with taxes and duties, per week of delay or part thereof, subject to a maximum of 10 % of Work Order Value, is recoverable from the successful bidder without prejudice to the right of GMDC GVT to procure the balance materials at the risk & cost of the Successful Bidder (period of

more than 3 days will be considered as a week). For any delay in completion of work solely attributed to the successful bidder beyond the agreed time schedule, penalty shall be levied at the rate of 0.5 % per week with cap of 10% of order value.

**12.2** The Successful Bidder shall ensure that deployed manpower shall not go on strike in any case. In case any of the supplied manpower goes on strike, for such period of strike, liquidated damages at the rate equivalent to five times of the per day rate of supply shall be deducted from the monthly RA bill of the successful bidder.

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

**Note: maximum L.D. will be levied 10 % of the Total Contract value**

### **13. Goods & Service Tax :**

**13.1** All bidders are required to submit their GST number and date in the bid. Bid received from unregistered bidder will not be considered and out rightly rejected.

**13.2** Bidders are requested to quote their rates without GST. GST will be paid / adjusted / reimbursed to the Successful bidder as per prevailing rates and rules to the extent directly related to the services rendered by the Successful bidder under the said contract subject to production of documentary proof and Successful bidder will mention the GST amount separately in the invoice/bill along with SAC Code under GST.

### **14. Payment:**

Payment will be made within 45 working days from the GMDC GVT, A'bad after receipt of the bill along with work completion certificate duly approve by project.

The Successful Bidder shall submit account bills for the work executed during the period within 7 days of the completion of the period for the works. Account bill shall be processed after execution of the work order only and submission of required document within 45 days.

Account Bill shall be submitted to the office of the General Manager (Project) with following documents:

- I. Duly certified Date wise High Mast Towers installation report.
- II. Duly certified report for type & no of LED fittings with all accessories, winch motor with drum, cable, panel & steel rope etc. utilized.
- III. Check List.
- IV. Compliance of all law relevant with the work carried out by Contractor such as Labour, and Factories Act etc.
- V. Work Completion Certificate to be obtained from Relevant Gram Panchayat and Project authority

## **15.Mode of Payment:**

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

- 15.1** Income tax as per provision of Income Tax Act, and other Taxes (and surcharges) applicable in force from time to time
- 15.2** Cost of any other services provided / material supplied plus 15% administrative charge, if any, by the GMDC.
- 15.3** Liquidated damages livable as per clause No.12 of the Tender Document.
- 15.4** Other deductions, if any.
- 15.5** An ad-hoc payment @ 80% of the payable amount arrived after considering above deduction, will be paid by office of the G.M. [Mata no Madh Lignite Project], within 45 days of submission of the bill along with its details.
- 15.6** The bill shall then be sent to General Manager (CSR), GMDC's Corporate Office at Ahmedabad for verification, auditing and approval. Balance 20% payable amount of Running account bills shall become payable by Project within three weeks of the receipt of the approved bill from Corporate Office.

## **16.Evaluation of Bids:**

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

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

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

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

After preliminary bid evaluation, Technical evaluation of the bid documents, as listed in Form-PA, would be taken up.

### **C. Stage – III Price-Bid**

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

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

**16.2.1** E-tendering procedure is explained in Annexure-A

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

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

For tender evaluation, total amount for the works shall be considered for determination of the Lowest Bidder.

L1 Bidder may be called for negotiation.

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

bidders.

## **17 Negotiation:**

It is absolutely essential for the successful bidders to quote the lowest price at the time of making the offer in their own interest. GMDC GVT however, will have the discretion to choose to enter into any price negotiations or not.

## **18 Acceptance of Offer:**

- 18.1** GMDC GVT on acceptance of the offer will issue Letter of Intent to the successful bidder; who will be required to confirm its acceptance of the LOI within 7 days from the date of receipt. If Successful bidder does not accept the LOI within stipulated time period, the amount of the EMD paid will be forfeited and necessary further actions may be initiated as may be deemed fit by the GMDC GVT.
- 18.2** The Successful bidder shall have to submit the Security Deposit with 7 days from the date of acceptance of LOI. The Successful bidder shall submit the Security Deposit in the manner prescribed in this TENDER Document. In case of failure to submit the security deposit, the amount of EMD will be forfeited and necessary further actions may be initiated as may be deemed fit by the GMDC GVT.
- 18.3** GMDC GVT shall issue the work order to the successful bidder, after submission of Security Deposit, and successful bidder shall have to submit acceptance of the terms and conditions of the work order within 30 days from the acceptance of LOI.

## **19 Intellectual Property Rights (IPR):**

Confidentiality of Data and Documents: All Intellectual Property Rights (IPR) of data collected as well as the deliverables produced shall remain with the GMDC GVT. All knowledge and information, which may be acquired during the assignment, shall be for all times and for all purposes, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, without the explicit written permission of GMDC GVT.

## **20 Statutory Obligations:**

- 20.1** If any amount becomes payable by GMDC GVT as a result of any claim or application in terms of the provisions or non-compliance of provision of the any Acts and the Rules and Regulations, By-laws or the Orders made there under, applicable from time to time, such

amounts shall be recoverable from the Successful bidder for which GMDC GVT will not be responsible for any compensation.

**20.2** That the Successful Bidder would obey with all applicable laws and maintain all such necessary records as necessitated under such enactments.

**20.3** The Successful bidder shall also indemnify the GMDC GVT against any claims, compensations, damages, loss, liquidated damages etc. for breach and / or non-fulfillment of the prevailing Rules and Regulations and other statutory provisions in force from time to time and applicable to the work during the currency of contract.

**20.4** The Successful bidder shall comply with other statutory provisions of Law. The Successful bidder shall comply with all applicable laws, ordinances, approved standards, rules and regulations

## **21 Laws, Regulations and Permits and Rules:**

**21.1** The Successful Bidder shall comply with all applicable laws, ordinances, approved standards, rules and regulations, and shall procure all necessary municipal and governmental permits, licenses and inspection and shall pay all fees and charges in connection with the items covered by the contract. The Successful Bidder shall serve GMDC GVT harmless as a result of any infactions thereof. Successful Bidder will be solely liable for all non compliances.

**21.2** The following are some of the major Government of India Acts and Regulations to be complied with by the Successful Bidder. The List is illustrative and not exhaustive.

**21.2.2** The Indian Mines Act of 1952 and Amendments and Rules (Amended up to date)

**21.2.3** The Minimum Wages Act, 1948

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

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

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

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

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

**21.2.9** Electricity Act 2003 and rules made there under

## **22 Notice:**

Written notice shall be deemed to have been duly served if delivered to the individual or to Successful bidder or to the Signing Authority of the GMDC from whom it is intended, or if

delivered at or sent by mail or post, to the last business address known to him who gives the notice.

### **23 Canvassing Not Permitted:**

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

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

### **24 Bankruptcy :**

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

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

### **25 Termination Of Contract:**

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



## **26 Governing Law:**

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

## **27 Arbitration:**

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

## **28 Jurisdiction:**

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

## **29 Provision Related To Insurance:**

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

**29.4** In the event of the Successful Bidder's failure to effect or to keep in force the insurance referred to above or any other insurance which the Successful Bidder is required to effect under the terms of the Contract, the GMDC GVT may effect and keep in force any such insurance and pay such premium/premiums as may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due by the Successful Bidder

### **30 Traveling, Living and Other Expenses:**

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

### **31 Non Fulfillment Of Terms and Condition of The Contract:**

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

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

**31.3** For any reasons, if it is required, the GMDC GVT reserves right to cancel, terminate, amend and / or alter the contract and / or bifurcate and / or reduce the contract work at any time without giving any notice or reason to the Successful Bidder and without

incurring any responsibility. For such cases, Successful Bidder shall have to take away his labour, tools, tackles and Manpower etc. and shall leave the site at once or shall have to carry out the instructions of the GMDC GVT.

### **32 Accident Etc. and Responsibilities of Bidder:**

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

### **33 General Conditions:**

1. The successful bidder is required to quote the rates strictly as per the terms and conditions mentioned in the document. Any conditional quotation will not be entertained and will be rejected.
2. The successful bidder is required to visit the site prior to the submission of bid, to study the actual working condition at the site.
3. The successful bidder is required to insure the whole work and their personnel under Workman Compensation Act against any accident, minor and major injuries arising out of the work situation.

4. The successful bidder shall have to start the work within period of 20 days from the date of receipt of the Letter of Intent and established source of power connection from PGVCL at every village. In case of non-compliance with the above condition, the contract may be terminated.
5. The rate quoted is inclusive of all labour and material required for the work but excluding of GST.
6. The scope of work under the tender is in the event of missing of above phrase in the description of schedule of quantities will not meant that materials will be supplied by GMDC GVT and the successful bidder has not to deploy any manpower for completing the work.
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.
8. No escalation in price / rate will be allowed on any ground.
9. In absence of detailed specifications, the work should be carried out based on either relevant IS code and /or fair engineering practice.
10. All the rates quoted by the bidder must be inclusive of all taxes, transportation, labour, loading, unloading at site etc..
11. The successful bidder will have to submit 'NO DEMAND CERTIFICATE' along with the final bill of the work, as per the Performa given earlier.
12. The successful bidder is supposed to enter in to an agreement with the corporation on an appropriate stamp paper (to be provided by contractor) after accepting the letter of intent.
13. Payment should be made for GMDC Gramya Vikas Trust, Ahmedabad. Party has to raise invoice in the name of GMDC Gramya Vikas Trust.
14. The quoted rates should hold good for working as per OEM's instruction/drawings from time to time.
15. In overall interest of project and for better co-ordination Engineers in charge may ask the contractor to stop the work for time being for which no compensation will be paid.
16. The contractor shall have to full fill and abide by the provision of labour laws, contract Labour Regulations and Abolition Act, 1970 (Central Act 37 of 1970) pertaining to the employment

and labour, payment of bonus Act -1965, payment of wages Act -1936, payment of minimum wages act over and above contractor will be abide by all laws pertaining to labour as per rules of Government of Gujarat.

17. The contractor will have to get the material approved (brand, material etc. ) from GMDC at project well in advance before starting the work.
18. The contractor shall have to provide workman compensation policy from the Contract period before initiating work.
19. Successful Bidder is required to ensure the source of power supply from PGVCL street light, separate meter connection, whole work and their personnel under Workman Compensation Act against any accident, minor and major injuries arising out of the work situation.
20. The rate quoted is inclusive of all labour and material required for the work.
21. The scope of work under the tender is in the event of missing of above phase in the description of schedule of quantities will not meant that materials will be supplied by GMDC GVT and Bidder has not to deploy any manpower for completing work.
22. 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.
23. The contractor shall have to work as per guideline of GMDC GVT.
24. This work will be carried out at your risk where work to be done. No any co-ordination will be provided by GMDC Ltd.
25. All the tools, tackles and equipment proposed to be used shall be physically examined by GMDC's Engineers for verifying its use-worthiness in the sites.
26. The Successful Bidder shall take adequate statutorily prescribed insurance cover for all men and machinery engaged by him/it for performance of the work at site. Any insurance claim brought against the GMDC by an individual or by customers or by any such other persons who suffered damage due to negligence of the Successful Bidder or his employees, the same shall be settled by the Successful Bidder at his cost.

27. The Successful Bidder has to ensure supervision of the work through duly qualified and competent persons and also has to make sure that a responsible Manager/ Engineer is full time available on work site to whom GMDC can issue the instruction and who can fulfill such instructions. Successful Bidder shall appoint qualified Manpower.
28. The Successful Bidder shall not change the constitution of the firm/name during the currency of the contract without prior approval of GMDC. Upon such change in constitution and/or name, Supplementary agreement to that effect shall be executed and if the SD is submitted in form of BG/FD than fresh BG in the name and/or constitution shall be submitted failing which necessary action as deemed fit by GMDC shall be taken.
29. All the staff members of the Successful Bidder shall carry Photo Identity Card while on duty.
30. MD-GMDC is authorized to take suitable decision and action in case of requirement to amend/alter the contract conditions/quantities of the works/ extension of the contract period/allotment of additional works/revision of the rates of the work etc. if necessary in the interest of GMDC.

### **34 Completion Of Work and Time Schedule:**

- 34.1** Upon the Successful Bidder fulfilling the entirety of its obligations under the Contract to the satisfaction of GMDC and subject to terms and conditions of the Contract, it shall become eligible to apply for a Completion Certificate. The General Manger (Lignite Project) of Mata no Madh project of GMDC shall formally issue the Completion Certificate, after verifying from the completion documents and satisfying himself that the Works under the Contract have been completed in accordance with all the provisions of this Contract. The Successful Bidder, after obtaining the Completion Certificate shall become eligible to present the final bill for the Works executed by it under the Contract.
- 34.2** Upon completion of Works under the Contract and before the application for the Completion Certificate, the Successful Bidder shall clear the project of GMDC GVT of all rubbish, dirt, structures, scrap, oily rags etc. Failure to clear the project may constrain GMDC GVT to clear the said site at the risk and cost of the Successful Bidder.

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

**34.4** Work Completion time is 90 days after putting up work order. The time is essence of the contract and if Work Completion time is not made as stipulated, corporation shall be at liberty to procure the material at successful bidder's risk and cost and if thereby any extra expenditure is involved, the same shall be debited to successful bidder's account. Corporation in that case will forfeit the security deposit and will also have the right to lodge claim against party for damage incurred.

### **35 Foreclosure:**

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

### **36 Force Majeure:**

**36.1** Force majeure is herein defined as any cause which is beyond the control of the Successful bidder or the GMDC GVT as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

**36.2** Natural phenomena such as flood, draughts Cyclone, earthquake and epidemics, declaration of war.

**36.3** Acts of any government, including but not limited to war, declared or undeclared priorities, quantities, embargoes, providing either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such cases.

**36.4** The Successful bidder will advise, in the event of his having resort to this clause by a registered letter duly certified by the statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition. In the event of delay lasting over two months, if arising out of Force Majeure, the contract may be terminated at the discretion of the GMDC GVT.

**36.5** For delay arising out of Force Majeure, the Successful bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of force Majeure and neither company nor the Successful bidder shall be liable to pay extra costs (like increase in rates, remobilization, advance, idle charges for labour and machinery etc.) provided it is mutually established that the Force Majeure conditions did actually exist.

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

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



**Annexure "A"**

**Instruction To Bidders For Online TENDERing**

1. All Bidders must submit their bid online through the website <https://gmdc.nprocure.com>
2. Bidders who wish to participate in online TENDERS will have to procure / should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n) code solutions- a division of GNFC Limited, who are licensed Certifying Authority by Government of India at address mentioned below at clause 5.
3. All bids should be digitally signed. For details regarding digital signature certificate and related training involved at the below mentioned address should be contacted:

Address:

**(n)Procure Cell**

**(n)Code solutions A division of GNFC**

**403, GNFC Info-Tower, Bodakdev, Ahmedabad- 380 054 (India)**

**Tel: +91 26857316/17/18 Fax: +91 79 26857321, Toll Free: 1800-233-1010**

**E-mail : [nprocure@gnfc.net](mailto:nprocure@gnfc.net)**

4. Kindly take note that, valid Digital Signature Certificates is a must for all the interested Bidders. Online TENDER process is not possible without a valid digital signature certificate.
5. Interested Bidders are also requested to complete their procedure for taking digital signature certificate in respect to filling of application form, supporting documents with necessary fees at least 3 days before last date of TENDER submission.
6. (n) code solutions reserves the rights to issue digital signature certificate after verification of application forms / supporting documents submitted by Bidder. (n) code solutions is fully authorized to issue digital signature certificate to Bidders.
7. Bidders who have no facility to participate in on-line TENDERS are requested to contact (n) code solutions for the same.
8. Free vendor training camp will be organized every Saturday between 4.00 to 5.00 P.M. at (n) code solutions-A Division of GNFC Ltd. at address mentioned above at Clause No. 5 of Chapter No-III. Bidders are requested to take benefit of the same.
9. All the correspondence in respect to training, support or digital signature certificate should be addressed to (n) code solutions directly on the above mentioned address. In case the Bidders face any difficulty, they may contact the officials of the GMDC or GNFC on the below mentioned details:

**a. GMDC:**

Contact Person: General Manager (Power & Purchase)

Contact numbers: 079-27913200/3501 Ext No 1760

E-Mail: [power@gmdcltd.com](mailto:power@gmdcltd.com); [jndave@gmdcltd.co.in](mailto:jndave@gmdcltd.co.in)

**b. GNFC:**

Contact Number: 079- 26857316/17/18

E-Mail: [nprocure@gnfc.net](mailto:nprocure@gnfc.net)

**Annexure "B"**

**Annexure I.**

**Finance Department, GR. No.: EMD/4/2022/0002/DMO**

Date: 20/05/2022

(A) Guarantees issued by the following banks will be accepted as SD/EMD on permanent basis:

❖ **All Nationalized Banks**

(B) Guarantees issued by the following Banks will be accepted as SD/EMD for the period up to March 31, 2023. The validity cut-off date in the GR is with respect to the date of issue of Bank Guarantee irrespective of the date of termination of Bank Guarantee.

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



VALID FOR THREE MONTHS ONLY

|   |   |   |   |  |  |  |  |  |  |
|---|---|---|---|--|--|--|--|--|--|
|   |   |   |   |  |  |  |  |  |  |
| D | M | Y | Y |  |  |  |  |  |  |

OR ORDER

₹

FOR GUJARAT MINERAL DEVE CORP LTD

**ICICI Bank**  
Ahmedabad Branch  
Jinc House, Opp Parimal Garden, Ahmedabad - 380006.  
RTGS / NEFT - IFSC Code : ICIC0000024

**PRIVILEGE**  
SPECIAL SAVINGS

*Gandhi*

CBS  
BUSINESS BANKING : NEW CURRENT ACCOUNT  
Payable at par at all branches of ICICI Bank Limited in India

A/c No. 002405019379

Pay Rupees

28/12/12

SESHASAI (M) / CTS - 2010

AUTHORISED SIGNATORIES  
Please sign above

⑈491099⑈ 380229002⑈ 019379⑈ 29

**FORM - PA**

**CHECK LIST OF DOCUMENTS ENCLOSED WITH TENDER**

**Technical Bid**

| <b>Sr. No.</b> | <b>Documents</b>  | <b>Declaration<br/>(Strike out<br/>whichever is not<br/>applicable)</b> |
|----------------|---|---|
| 1.             | Tender Processing Fee   | Yes/No  |
| 2.             | EMD   | Yes / No  |
| 3.             | Form PA (check list of documents enclosed with Tender)  | Yes / No  |
| 4.             | Form PB (Status of the Bidder)  | Yes / No  |
| 5.             | Form PC (CA Certification for Financial Details and work carried out during the last seven years of bidder) | Yes / No  |
| 6.             | Form PD (Declarations)  | Yes / No  |
| 7.             | Form PE (Undertaking of Genuineness of Document)  | Yes / No  |
| 8.             | Form PF (Undertaking of Indemnity)  | Yes / No  |
| 9.             | Form PG (Site Visit)  | Yes / No  |
| 10.            | Power of Authority to sign the documents (Duly Notarized on Stamp paper of Rs. 300) if applicable           | Yes / No  |
| 11.            | Copy of P.F. registration details if applicable   | Yes / No  |

**Price Bid**

|   |  |          |
|---|--|----------|
| 1 | Online Price bid submission as per format 'AA' | Yes / No |
|---|--|----------|



**FORM-PB**  
**STATUS OF THE BIDDER**

| Particulars   | Details |
|---|---------|
| Name of the Bidder:   |         |
| Address :   |         |
| Registered office :   |         |
| For correspondence :  |         |
| Telephone No.   |         |
| Fax No.   |         |
| E-mail Address  |         |
| Attested copies of Deeds, Articles of association to be enclosed  |         |
| Name & contact number of person holding power of attorney (Attested copy of power of attorney to be enclosed)   |         |
| Names of Partners with their Present and permanent address  |         |
| Name of Bankers with full address and Telephone No& Bank Account Details (Cancelled Cheque to be enclosed)  |         |
| PAN of Bidder   |         |
| GST Registration No. of Bidder  |         |
| PF Registration No.   |         |
| <b>Whether enlisted in other dept., if yes, then furnish the details pertaining to class and the amount qualified to TENDER</b>   |         |
| <b>Was the applicant or its partners or Directors black listed in past by any Govt. or any other body.</b>  |         |
| <b>Details pertaining to the work incomplete, if any</b>  |         |
| <b>Details of the litigation, court cases and arbitration either completed or under progress during last 10 years by the GMDC entity or any partner/proprietor of present entity GMDC was associated in any capacity.</b> |         |

Signature and Stamp of the Bidder

**FORM PC**

**1. Turnover and Net Worth**

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

1.1 Net Worth=           Rs.\_\_\_\_\_ for the Year 2019-20  
                                  Rs.\_\_\_\_\_ for the Year 2020-21  
                                  Rs.\_\_\_\_\_ for the Year 2021-22

1.2 Turn Over =         Rs.\_\_\_\_\_ for the Year 2019-20  
                                  Rs.\_\_\_\_\_ for the Year 2020-21  
                                  Rs.\_\_\_\_\_ for the Year 2021-22

**Average Turnover of Rs.\_\_\_\_\_**

**2. Details of Work Carried Out During the Last Seven Years by the Bidder**

| Sr. No. | Description of work with Work place | Name of client with postal address | Work Order number and date | Contract Period |           | Actual Quantity worked | Amount without GST of work order | Work experience certificate attached |
|---------|-------------------------------------|------------------------------------|----------------------------|-----------------|-----------|------------------------|----------------------------------|--------------------------------------|
|         |                                     |                                    |                            | From (Date)     | To (Date) |                        |                                  |                                      |
|         |                                     |                                    |                            |                 |           |                        |                                  | Yes/No                               |
|         |                                     |                                    |                            |                 |           |                        |                                  | Yes/No                               |
|         |                                     |                                    |                            |                 |           |                        |                                  | Yes/No                               |
|         |                                     |                                    |                            |                 |           |                        |                                  | Yes/No                               |

Signature and Stamp of the Bidder

Signature and Stamp of the CA

**TO BE CERTIFIED BY CHARTERED ACCOUNTANT SHOWING**

**MEMBERSHIP NO/ BIDDER REGISTRATION NO**



**FORM-PD**

**Declaration**

(On letter head of the Bidder)

DATE:

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

Dear Sir,

I/we here by solemnly declare that

1. Any of our Directors or Partners, jointly or severally and/or individually or our bidder/GMDC have not been black listed by the Central Govt. or the State Govt. or its undertakings.
2. We have not put any condition in our offer with respect to TENDER No. \_\_\_\_\_,
3. We have accepted all the terms and conditions, including Annexure, Corrigendum if any, as specified in the TENDER Document No. \_\_\_\_\_ Unconditionally.

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

Yours faithfully,

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



**FORM-PE**  
**(Format for Affidavit)**

**A F F I D A V I T**

**Undertaking Regarding Geniuses 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 bidder/GMDC is relative of employee of GMDC.
3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this TENDER is complete, correct and true.
4. All documents/credentials submitted along with this TENDER are genuine, authentic, true and valid.
5. If it is found at any point of time that our documents are not genuine then in that case our TENDER will be rejected, earnest money deposited by us will be forfeited and we will be debarred from participating in further/future GMDC tenders/ and/or any action as deemed fit by GMDC may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money / Security deposit and banning/delisting of our entity and all related persons etc.

**SIGNATURE OF THE BIDDER**  
**WITH SEAL**

Dated .....





**FORM-PF**

**Undertaking Of Indemnity**  
(On Letter head of the Bidder)

To,

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

Dear Sir,

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

Yours faithfully,

For -----

(Signature & Stamp of the Bidder)



**FORM-PG**

**Declaration**

(On letter head of the Bidder)

**Site Visit**

We \_\_\_\_\_ hereby certify that we have fully understood the site condition in respect of TENDER No. \_\_\_\_\_ for all the works mentioned above at \_\_\_\_\_. We have obtained all relevant details, information, data, existing working conditions, existing industrial environment etc. We have also studied the working conditions as proposed in the TENDER and availability of power supply, water supply, man power, machineries, transportation facility etc.

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

**SIGNATURE OF THE BIDDER WITH SEAL**

Dated .....

**Form AA**

**Format of Price Bid**

**To be submitted only online**

| Sr. No.                             | Description   | Unit | Quantity | Rate per Quantity | Total Rate for Total Quantity |
|-------------------------------------|---|------|----------|-------------------|-------------------------------|
| 1                                   | Supply, transport, installation, commissioning & testing of 12mtrs height high mast towers- 6Nos with RCC foundation, 8Nosx150W flood type LED fittings with all accessories, winch motor with drum, cable, panel & steel rope etc. | Nos. | 6        |                   |                               |
| <b>Total Amount( Excluding GST)</b> |   |      |          |                   |                               |

- ❖ Bidder should quote price inclusive of all applicable taxes, duties, applicable taxes etc. But only GST will be reimbursed on submission of proof.
- ❖ The rate quoted by the bidder for supply, installation, commissioning & testing of High Mast Towers work shall remain firm during the currency of the contract and no escalation shall be given on any ground of whatsoever in nature during the currency of the contract.
- ❖ Bidder should calculate all required material, equipment etc to carry out whole Installation of High Mast Towers before quoting and shall visit site for survey
- ❖ Bidder should quote price inclusive of sundry electrical item, required tools tackles, equipment, manpower, nut bolt, and all miscellaneous / necessary item required to carry out the Installation of High Mast Towers
- ❖ The Bidders are required to quote the rates strictly as per the terms and Conditions mentioned in the Tender. Any conditional tender will not be entertained and shall be summarily rejected. Rate quoted shall remain valid for 180 days from the date of opening of the technical bid, which shall be deemed to be extended unconditionally for further period of 120 days, if GMDC GVT requires it.

- ❖ Any other fresh imposition or variation in existing taxes or levies during the currency of the contract by the Govt. if applicable after submission of the bid and payable by the successful bidder, shall be reimbursed by GMDC GVT on actual subject to submission of documentary proof of having remitted the same and to the extent directly related to the services rendered by the successful bidder under this contract. This shall be subject to submission of documentary proof clearly mentioning the name of work and respective RA Bill No.
- ❖ **GOODS& SERVICE TAX (GST):**
  - a. All bidders are required to submit their GST number and date in the bid. Bid received from unregistered bidder will not be considered and out rightly rejected.
  - b. Bidders are requested to quote their rates without GST. GST will be paid/adjusted/reimbursed to the Successful bidder as per prevailing rates and rules to the extent directly related to the services rendered OR Goods supplied by the Successful bidder under the said contract subject to production of documentary proof and Successful bidder will mention the GST amount separately in the invoice/bill along with SAC/HSN Code under GST.



**FORMAT OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)**

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

..... (Name of the Bank)

Address.....

Guarantee No.....

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

Date of Expiry.....

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

Invitation ForTENDER No..... dated.....( bidding document )

For..... (Name of Facilities)

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

Date.....20

To,

General Manger (Power),  
Gujarat Mineral DevelopmentCorporation Ltd.  
132 Ft Ring Road,  
Near University Ground  
Vastrapur,  
Ahmedabad.  
Bank Code:

Dear Sir,

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



( Name of the facilities ) from Earnest Money Deposit (EMD) of Bid for the due fulfillment by the Bidder of the terms and conditions contained in the said Bidding Document on production of Bank Guarantee for INR \_\_\_\_\_

( \_\_\_\_\_ only ) (Figure in words).

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



6. It shall not be necessary for GMDC to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which GMDC may have obtained from the Bidder at this time when proceeding are taken against Bank hereunder be outstanding or unrealized.
7. We \_\_\_\_\_ (Name of Bank) further undertake to unconditionally pay the amount claimed by GMDC merely on demand and without demur to the extent aforesaid.
8. We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of GMDC in writing and agree that any change in the constitution of GMDC or the Bidder or the said Bank shall not discharged our liability hereunder dated \_\_\_\_\_ day of \_\_\_\_\_ 20 . \_\_\_\_\_ for \_\_\_\_\_ ( Name of Bank )

**Yours faithfully**

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