GUJARAT MINERAL DEVELOPMENT CORPORATION LTD

(A Govt. of Gujarat Enterprise)

CIN :L14100GJ1963SGC001206

GST :24AAACG7987P1ZT

TENDER NO. : 2/BVN/PYRITE SHED REPARING WORK/ 2022

Repairing Work of Existing Pyrite Shed Located At Lignite mines of GMDC Project Bhavnagar Village-Tagdi , Post- Malpar , Dist- Bhavnagar Gujarat.

TECHNICAL BID-I

GMDC LTD

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

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

Email: civil@gmdcltd.com **Website:** www.gmdcltd.com

NOTICE INVITING TENDER

GMDC invites e-Tender from reputed bidders for the Repairing work of existing Pyrite Shed Located at lignite mines of GMDC Project Bhavnagar , Village-Tagdi , Post-Malpar , Dist- Bhavnagar, Gujarat.

Sr.no	Description	Details
1	e-Tender No.	2-BVN-PYRITE SHED REPARING WORK -2022
2	Name of Work	Repairing work of existing Pyrite Shed Located at lignite mines of GMDC Project Bhavnagar , Village-Tagdi , Post-Malpar , Dist- Bhavnagar, Gujarat.
3.	Location of the Project	at lignite mines of GMDC Project Bhavnagar , Village-Tagdi , Post- Malpar , Dist- Bhavnagar, Gujarat.
4	Total Estimated Cost	Rs. 23,46,595/-
5	Tender processing fee (Non Refundable)	Rs: 1062/- - by D.D.-DD should be in favour of 'GMDC Ltd' , payable at Ahmedabad from Bank approved by Govt. of Gujarat from time to time (except Co-Operative Bank) in the form and manner acceptable to the GMDC. **Note: Tender processing fee is including GST. Bidder should mentioned their GST number in forwarding letter to get the benefit of input tax credit**
6.	Earnest Money	Rs: 23,500/-/- -By D.D. should be in favour of 'GMDC Ltd' , payable at Ahmedabad of Bank approved by Govt. of Gujarat from time to time(except Co-Operative Bank)in the form and manner acceptable to the GMDC. It is to be enclosed along with technical bid only; failing which tender will not be considered as a valid tender. **NOTE: EMD submitted by way of any other instrument other than DD and /or for an amount less than the prescribed amount , the bid will be summarily rejected.**
7.	Security Deposit	5 % of contract value (including EMD) in form of D.D. DD should be in favour of 'GMDC Ltd' , payable at Ahmedabad from Bank approved by Govt. of Gujarat from time to time(except Co-Operative Bank) It should be submitted within 15 days from the date of issuance of LOI.
8	Retention Money	Retention money deposit will be deducted from every RA bill @ 5 % of the value of the work amount, which will be released after one month from completion of the work.

9	Work Completion Time.	3 Months (Three months)
10	Last Date and time for Downloading of Tender document.	Dt- 21/3/2022 up to 18.00 hours
11	Last date and time for On line submission of tender.	Dt- 21/3/2022 up to 18.00 hours
12	Last date for Submission of Tender processing fee, EMD and Supporting doc. for Tech. bid during office hours in person.	Dt- 22/3/2022 up to 18.00 hours **Note: The tender documents submitted after due date will be not considered for scrutiny and outright rejected**.
13	Date and time for opening of Technical bid	Dt- 23/3/2022 at 15.05 hours
14	Validity of Offer	180 days after opening of Price bid

1. **In case of any discrepancy, the tender notice (NIT- Notice Inviting Tender) published on website "nprocure.com" shall prevail.**
2. GMDC reserves the right to cancel the tender at any stage of tender process or reject any or all the tenders without assigning any reason thereof. GMDC reserves the right to split the work between more than one bidder.
3. Tender received without Tender processing fee and E.M.D. will be summarily rejected.
4. The bidder shall have to enclose the D.D. of Tender processing fee and E.M.D. amount in the sealed technical bid cover without fail. If demand drafts are not enclosed in the sealed technical bid cover then the tender will not be considered for scrutiny and will be summarily rejected.
5. Bidder registered either in DGS & D, SSI, and NSIC or in the Central/ State Govt. or Central / State Govt. undertaking , MSME register is not exempted by GMDC for paying EMD, Security Deposit , Tender Processing fee etc. As well as no price preferences over the quoted rate will be considered.
6. Tender is in three bid system, i.e. PQ bid, Technical Bid and Price Bid. First the PQ bid and Technical bid will be opened .The same will be scrutinized by the GMDC and price bid will be opened only for those bidders, who qualify themselves in Technical bid.

7. The bidder is required to quote the rate strictly as per the terms and conditions mentioned in the Tender document. The conditional tender or tender submitted for part items will not be considered and shall be liable for outright rejection. If for any item, rates are not quoted or quoted with 'zero' then tender of same bidder may be summarily rejected.

8. The bidder should visit and inspect the location of work where work is required to be executed . Bidder has also to understand feasibility and other factors of works which will be related to and may affect the works before quoting the rates. After that nothing will be taken in consideration
9. The tender documents submitted after due date will not be considered for scrutiny and summarily rejected.
10. Tenders will be considered only of those bidders having Provident Fund Number received from Regional Provident Fund Commissioner's office, GST no. and permanent Account Number of Income Tax and qualified as per Pre qualification criteria/bid.
11. Tender documents are only available in Electronic form. The bidder should submit all the forms electronically only.
12. Bidders who wish to participate in this tender will have to register on https://gmdc.nprocure.com . Further bidders who wish to participate in online tenders will have to procure Digital Certificate as per information technology Act 2000 using which they can sign their electronic bids. Bidder can procure the same from (n) code solution- a division of GNFC Ltd, who are licensed Certifying Authority by Govt. of India and they will assist them in procuring the same at below mentioned address. Bidders who already have a valid Digital certificate need not procure a new Digital Certificate.

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

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

DISCLAIMER

1. This Bid documents along with its Annexure and Schedule is not Transferrable.
2. Neither GMDC nor its employees or its consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this document.
3. Neither GMDC nor tits employees or consultants shall have any liability to any Bidder or any other person under the low of contract, tort, the principle of restitution or unjust enrichment or otherwise for any loss, expenses or damage which may arise from or be incurred or suffered in connection with this document, or any matter deemed to form part of this document, the award of the work, or the information and any other information supplied by or on behalf of GMDC or its employees, any consultants or otherwise arising in any way from the selection process.
4. GMDC reserves the right to change, modify, add, alter the document or cancel the bidding process without assigning any reasons thereof, at any stage during the bidding process before the Bid submission.
5. The Bidder shall not make any public announcements with respect to this Bidding process or this document. Any public announcements to be made with respect to this bidding process or this document shall be made with respect to this bidding process or this document shall be made exclusively by GMDC. Any breach by the bidder of this clause shall be deemed to be deemed to be noncompliance with the terms and conditions of this document and shall render the proposal of qualification liable for rejection, GMDC 's decision in this regard shall be final and binding upon the Bidder.

IMPORTANT INFORMATION FOR BIDDER:

- If the Bid Document is taken in company's name, a `power of attorney', in favour of the person who is authorized to sign the Bid document on behalf of the company, must accompany the Bid Document.
- Bidder shall not be a sub – contractor of another Bidder at this bidding stage.
- The pre-qualification requirements are explicitly stated in this document. Bidders are required to study these requirements in detail & make a Pre-Qualification bid as defined GMDC Qualification Document above completely meeting these requirements. The Pre-Qualification bid must be complete in all respect leaving no scope for ambiguity.
- Cost of Bidding: The Bidder shall bear all costs associated with the preparation or submission of their Bid, participating in discussion etc. Including costs and expenses related with visits to the site. The Client will not be responsible or liable for these costs and expenses regardless of the outcome of the Bidding process.
- Proof for fulfilment of eligibility criteria mentioned in the bid should be submitted. If the Pre- qualification document is submitted without valid documents and without proof of eligibility criteria, the bid will be rejected.
- If Client is convinced that the bidder has resorted to material misrepresentation or provided fraudulent information / statement, the said bidder will be liable for disqualification / rejection at any stage.
- No bidder shall contact Client / Consultant on any matter related to its bid after the time of submission of Bid, unless requested so in writing. Any effort by bidder to influence Client / Consultant in their decision in respect of Pre-Qualification bid evaluation will result in rejection of the Bid.
- Client reserves its right to call for clarifications / original of the supporting document for verification, as deemed fit and also to cross check for any details as furnished by the Bidder(s) from past – executed projects / Clients / Consultants etc. It is to be noted that pre – qualification may be completed without seeking any subsequent additional information.
- Client reserves the right to accept or reject any bid and to annual the bidding process and/or to reject all bids at any time without incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s).
- Information furnished in the Bid Document will be kept confidential.

INTRODUCTION

M/s. Gujarat Mineral Development Corporation Limited, Ahmedabad (hereinafter referred to as GMDC invites e- tenders for the subject works from experienced and financially sound contractor, who are in the field of civil construction works . This tender is in three bid evaluation system - Part I , II & III. Part I – Preliminary Bid, Part II Technical and Part III - Price Bid,

Name of Work : Repairing work of existing Pyrite Shed Located at lignite mines of GMDC Project Bhavnagar , Village-Tagdi , Post- Malpar , Dist- Bhavnagar, Gujarat.

The total estimated cost of proposed work is approximately Rs. 23,46,595.00 -, including cost of all materials, consumable, man power, tools, tackles, require all safety measures machineries, equipment, mobilization, scaffolding , de mobilization, safety measures, transportation, labour cess and other all applicable cess, levies, duties, royalty, professional tax, turn over tax, all other taxes etc. as per Government rules but excluding of GST to complete the work in all respect.

Brief scope of work;

Scope of work includes providing and fixing of sheet roofing work, Roofing gutter , turbo ventilators, SITC of MS sliding gate , steel work etc.

Chapter –I
INSTRUCTIONS TO THE BIDDERS:

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

THE TENDER & THE OFFER:

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

Part – I: Preliminary Bid

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

Part – II: Technical bid

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

Part – **III Price-bid**

To be submitted only online before the stipulated time.

Opening of bids

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

- Bidder shall have to qualify as per qualification criteria of this tender document for the work under reference. Bidder shall submit the required supporting documents relevant to qualification criteria for technical evaluation of the bid.
- Tender Documents are uploaded on website of n-procure and GMDC.
- If required, inspection visit will be made by GMDC for job of similar nature of work executed by the bidder.

- If two bidders become L1, than the preference will be given to the bidder who have higher average annual turnover of last five financial years ended on 31/3/2021
- Decision of the GMDC regarding pre- qualification based on the documents furnished by the bidders will be final and binding to all the bidders and no correspondence will be entertained from any of the bidders in this regard.
- The bidder who have earlier been awarded contract by GMDC or of all sister concerns/company/trust/group/consultancy firm etc of GMDC for any job which either they did not accept or have abandoned or contract has been terminated by the GMDC for breach of conditions, shall not be eligible to participate in the tender.
- A Bidder that is under a declaration of ineligibility by Government of Gujarat or any other Government authority in India at the date of submission of the proposal or during evaluation of proposals shall be disqualified.
- Physical papers are to reach our office on or before as per the date and time mentioned in this document. It is the responsibility of the participating agency to submit the bid before the last date and time at the address as mentioned in the document above, and GMDC will not be responsible for any delay due to post/ courier/ any other reasons.
- At any time before the submission of Proposals, GMDC may amend this document by issuing an addendum, which shall be binding.
- The proposals shall be signed and submitted by the Authorized Signatory of the Agency. The authorization shall be attached in the Technical Proposal and shall be in the form of a written power of attorney / board resolution or in any other form demonstrating that the representative has been dully authorized to sign.
- GMDC reserves the right to change, modify, add, alter the document or cancel the bidding process without assigning any reasons thereof, at any stage during the bidding process before the Bid submission
- The bidder shall bear all costs associated with the preparation and submission of the proposal. GMDC and their consultants shall not, under any circumstances, be responsible or liable for any such costs.
- The successful Bidder will have to enter into an agreement with the GMDC on a non-judicial stamp paper of Rs.300/- (to be provided by the successful Bidder) in the form approved by the GMDC covering all terms and conditions interlaid that are advertised and stated in this tender form and those which may be agreed upon or modified by both parties during subsequent correspondence / discussions / negotiations within 30 days of acceptance of Letter of Intent (LOI).

Corrigendum:

Corrigendum are the part of the tender Document.

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

NOTE:

1. For any other clarifications related to bid submission, bidder may contact office through e-mail before the last date of submission of the bid document during working hours. The bidder must write Subject as "Repairing work of existing Pyrite Shed Located at lignite mines of GMDC Project Bhavnagar , Village- Tagdi , Post- Malpar , Dist- Bhavnagar, Gujarat.
2. Any clarifications / corrigendum / addendum shall be uploaded on n-portal websites. Bidders are also advised to regularly check the above-mentioned websites regarding posting of Amendments, if any.
3. The Clarification (s)/ Corrigendum (s)/ Amendment(s) issued by GMDC will be binding on the bidders and it will be assumed that the information contained therein will have been taken into account by the bidder in its bid.
4. Any Clarification (s)/ Corrigendum (s)/ Amendment(s) issued by GMDC subsequent to the date of issuance of the tender document will also be considered an integral part of the tender Document.
5. No verbal clarifications and information provided by GMDC or its employee(s) or its representative(s) or its consultant(s) shall in any way be binding on GMDC unless subsequently confirmed through the issuance of Clarification (s) / Corrigendum (s)/ Amendment(s).

CHAPTER- II
Instruction to Bidders for Online Tendering

Further details of this tender are as under

1.0	Particulars: 2-BVN-PYRITE SHED REPARING WORK -2022 Repairing work of existing Pyrite Shed Located at lignite mines of GMDC Project Bhavnagar , Village-Tagdi , Post- Malpar , Dist- Bhavnagar, Gujarat.
2.0	**Down loading of Tender Documents**
2.1	Bid document will be available on web site up to date shown above in NIT
2.2	Bidders who wish to participate in this tender will have to get them self-registered on web site **https://nprocure.com**
3.0	**Digital Certificate**
3.1	Bidders who wish to participate in on line tender will have to procure / should have legally valid digital Certificate as per Information Technology Act, 2000 using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n) Code solutions- a division of GNFC Ltd, who are licensed certifying Authority by Govt. Of India
3.2	All bids should be digitally signed. For details regarding digital signature certificate and related training involved, the below mentioned address should be contacted
3.3	**(**n) Code Solution ,A division of GNFC , 304, GNFC Infotower, Bodakdev, Sarkhej-Gandhinagar highway,Ahmedabad- 380 054, Toll Free- 1-800-419-4632,Fax: =91 79 40007533, E-mail: nprocure@ncode.in
3.4	Bidders who already have a valid Digital certificate need not procure a new digital certificate.
4.0	**On line Submission of Technical & Price Bid**
4.1	After submission of the bid as per schedule date & time, bidder cannot edit their offer submitted in any case.

4.2	Bidders shall submit their offer, i.e. Technical bid as per clause 5.1 of this chapter and Price bid in Electronic format online only on above mentioned website on or before date and time shown above after Digitally signing the same.
4.3	Offers submitted without digitally signed will not be accepted
4.4	Price bid in physical form will not be accepted in any case and bid submitted shall be summarily rejected .
5.0	Submission of Tender Processing Fees and other Documents .
5.1	Bidder shall have to submit DD for Tender processing fee, EMD and other documents as mentioned above in physical form so as to reach on date shown above, during office hours to Sr. Manager(Civil), Civil Department, GMDC Limited 'Khanij Bhavan' , 132'Ft ring road, Nr. University Ground, Vastrapur, Ahmedabad- 380 052 in person only . . **Note: The tender documents submitted after due date will not be considered for scrutiny and will summarily be rejected**.
5.2	Bidder has to submit the documents as said in 5.1 above and no other condition in any form shall be considered at all, at the time of evaluation of the tender, i.e. the bidder shall have to submit unconditional offer without differing from any of the tender condition.
6.0	**Opening of Tender**
6.1	Opening of bid documents will be held on Date & time shown as per NIT , in the office of GMDC Ltd, Sr. Manager(Civil), Civil Department, at 'Khanij Bhavan' , 132'Ft ring road, Nr. University Ground, Vastrapur, Ahmedabad- 380 052 .
6.2	After completion of Technical scrutiny, price bid of only qualified bidders would be opened online who are found to be substantially responsive
7.0	**Contacting Officer**
7.1	Further details / clarification , if any required, will be available from – Sr. Manager(Civil), GMDC Ltd, , Civil Department, at 'KhanijBhavan', 132'Ft ring road, Nr. University Ground, Vastrapur, Ahmedabad- 380 052 Ph no. 079- 2791 3200
7.2	In case bidder needs any clarification /assistance or if training required for participating in online tender , they can contact at following office
7.3	**((**n) Code Solution ,A division of GNFC , 304, GNFC Infotower, Bodakdev, Sarkhej-Gandhinagar highway,Ahmedabad- 380 054, Toll Free- 1-800-419-4632,Fax: =91 79 40007533, E-mail: nprocure@ncode.in

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

CHAPTER III

Check List of Documents Enclosed With Tender

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

FORM 'A'

STRUCTURE AND ORGANIZATION

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

Sr no	Item	Details
01	Name and address of Entity.	
02	Phone no,	
	Mobile No. (Mobile no to be mentioned mandatory)	
	E mail ID, (E mail ID to be mentioned Mandatory)	
	Website	
03	Name Of contact Person (To be mentioned Mandatory)	
04	Whether Proprietorship /partnership/ Pvt ltd / Limited co or any other along with documentary evidence to be attached	Yes/ No
05	Please confirm on awarding the work , you will take the registration certificate as per statutory requirement under contract labour laws	Confirmed Yes or No.
06	Number of years of experience in Similar nature of work	From _____ (total) years
07	Income tax PAN Registration No Copy [Copy to be enclosed]	Mentioned & Copy attached Yes/ No
08	GST No.. (Copy to be attached)	Mentioned & Copy attached Yes/ No

09	Whether Registered under composite scheme	Yes/No
10	Attached proof of filing GST returns on regular basis of last three months	Attached /Not Attached
11	Provident Fund Registration Number – Copy to be attached	Mentioned & Copy attached Yes/ No
12	Payment Terms	Accepted Yes/No
13	Income Tax Deduction-Taxes will be deducted as per prevailing Government rules from the monthly bill	Agree Yes/No
14	Validity of offer	–Accepted Yes/ No
15	Work completion period as per NIT-	–Accepted Yes/ No
16	Liquidated Damages clause - Liquidated damages for the work delayed /non completion/ non performance of the works will be imposed as mentioned in Tender documents .	Accepted - Yes/No
17	Rates/Charges -Rates / charges should be firm and fixed till the completion of work. Quoted rates includes all man power, required material, safety measures, PF contribution, all taxes,(Excluding GST).No rate escalation will be allowed during tenure of contract on any account.	- Accepted Yes/No

18	Registration Certificate Copy with minimum **" E1 " Class** in the state of Gujarat or equivalent class in other state or CPWD (Copy attached) The bidder should submit registration certificate along with the bid.	Copy attached Yes/ No
19	Please Indicate the details of arbitrations/legal proceeding in last ten years of Your entity . If Your entity have not any arbitration/legal proceeding in last Ten years then mentioned "No" in your letterhead and If your entity has any arbitration/legal proceeding than mention details on your entity's letterhead .	Submitted on letter head mentioning as applicable Yes / No
20	Deviation sheet attached-Deviation sheet to be attached by the bidder mentioning any deviation in technical & commercial. If there is no deviation then with ,No deviation sheet ,submitted on letter head of the bidders	Deviation sheet mentioning NIL or with deviation on your letter head submitted Yes/ No
21	Declaration I &II sheet – Attached-Declarations in prescribed format on letter head of the bidder	Declaration –I & II as per tender typed on your letter head submitted Yes/ No
22	Affidavit regarding the Genuineness of documents (formate) on Rs.300/- non Judicial stamp paper submitted or not	As per format of tender on Rs.100/- stamp paper submitted Yes/No

Above details are required to be submitted by the bidder however wherever it has been mentioned that the details are MANDATORY, the same are to be submitted without fail

FORM- B

<table>
<tr><td>Sr no</td><td>Item</td><td colspan="4">Details</td></tr>
<tr><td>01</td><td>Turnover during last Five years
Bidder should have Annual Turn over of any one of the last five financial year updated to the current Financial year more than Rs. 100.00 lakhs .
NOTE:
1.Bidder should provide either CA certificate / or Audited Financial statement of completed Financial Year for confirming turnover .
2.For turn over-(Escalation/ Enhancement factor mentioned in tender)</td><td colspan="3">Year
2020-21-base yr
2019-20
2018-19
2017-18
2016-17
2015-16
Turnover In Rs.</td></tr>
<tr><td>02</td><td>Name of the company for whom work carried out during last five years with copy of orders and satisfactory job completion certificates.
(</td><td colspan="4">At least one similar satisfactory single work completion certificate of Client / work order of civil works of similar nature only having completion cost not less than Rs. 10.00 lakhs , updated to the current year .(Escalation/ Enhancement factor mentioned in tender)
Such work must have been completed with in last five financial year . Such work must included work of minimum 250 Smt Roofing work and minimum 1000 Kg fabrication work
NOTE: Experience as a sub-contractor shall not be considered for technical evaluation</td></tr>
<tr><td>Sr no</td><td>Name Of Client /Nature of work</td><td>Work Order No</td><td>Date of commencement and date of completion</td><td>Value. In Rs.</td></tr>
</table>

03	Details/List of Equipment /tools, tackles related to above work, available with your firm or at your work site mentioned and certified on your letter head. All required tools, tackles can be made available at GMDC work site. – To be attached in technical documents	Attached /Not attached		
04	Details/List of Numbers of employees, Supervisory, office administration side, skilled and semi skilled worker , to be proposed to be deployed for this work site mentioned and certified on your letter head – To be attached in technical documents	Attached /Not attached		

CHAPTER- IV

GENERAL CONDITION OF TENDER

1. Any conditional Tender will not be entertained and will be out rightly rejected.

2. It is advisable to visit the site where works are to executed to study the actual working conditions, understand feasibility and other factors of works which will be related to and may affect the works before submitting its offer.

3. The Contractor shall have to start the work within 15 days from the date of Letter of Intent and submit the Security Deposit as per LOI. In case of non-compliance with the above condition, the necessary action may be taken including forfeiture of EMD but not limited to termination of the contract and in that case GMDC may take necessary decision and debar the bidder for period as per GMDC discretion. This debarment shall be applicable in respect of participation in tender of all sister concerns/company/trust/group/consultancy firm etc of GMDC.
4. The contract shall be the item rate contract. The rate quoted is inclusive of all labour and material required for the work exclusive of GST.

5. Bidders are expected to quote competitive and workable rates. The bidder is required to quote the rate strictly as per the terms and conditions mentioned in the Tender document. The conditional tender or tender quantity submitted with part items will not be considered and shall be liable for outright rejection. If for any item/ items , quoted with zero (0) rate then it will be assumed that , bidder has not quoted the rates for this item / items and tender of same bidder may be summarily rejected and submitted EMD will be forfeited

6. The overall quoted amount of all the items and schedules will be considered and together for evaluation to calculate the final quoted amount of the price bid and based on total quoted amount, L1 bidder will be finalized .

7. The Scope of Work under this tender is inclusive of all kinds of labour, requisite materials to complete the work in all respect. In the event of missing of above phrase in the description of schedule of quantities, the same will not mean that materials and / or labour will be supplied by GMDC.

8. Quantity mentioned in schedule of quantities against each item is only for guidance to quote the rate and no claim will be entertained on either increase or decrease in the quantity to complete the work in all respect. For increased quantity no escalation will be considered and no charges will be paid for all resources provided for this increased work. The quantity in “Bill of Quantities” are estimated quantities and actual quantity as executed becomes payable at finalized rate.

8. In case the quantities increase or decrease to any extent , the finalized rates as mentioned in contract will hold good and no escalation in rates will be allowed on any account. The finalized rates shall remain valid till completion of the works .

9. The total cost of actual executed work (of all tender items together) varies beyond ±10 % of the cost of the estimated work mentioned in Work order, even if the quantities increase or decreases to any extent , the present rates as mentioned will hold good and no price escalation will be allowed. The quoted rate shall remain valid till completion of works. GMDC will not be liable to pay any compensation or any additional cost in case of work is reduced or abandoned at any point of time .

   (a) The rate of particular same item appearing in more than one schedule shall be the same. If the Bidder quotes different rates for an item appearing in more than one schedule , the rate lowest amongst the quoted rate shall be considered /applicable for payment of that item ..

   (b) The price bid contains separate quantity for each structure/item/activity/work in all the items and bidders has to quote the same rate for each structure/item/activity/work . If bidder quote the different rates for same item for different buildings , than the lowest rate of the particular item shall be considered for evaluation .

10. The contractor will have to accept the minimum Unit rates (For only unit Rate asked items) amongst the quoted by the qualified bidder.
11. GMDC reserves the right of altering the Drawings and nature of work by adding to or omitting any items of work or portions of the same carried out without prejudice to this contract.
12. GMDC reserves the right to carry out the work at other places mentioned in the scope , at the same Rate , terms and conditions and mutually agreed upon under this tender.

13. For this tendered work , required water and electricity is in bidders scope. If it is supplied by GMDC than the charges will be recovered at 1 % and 0.5 % of bill value for water and electricity respectively and surcharge thereon.

14. No escalation in price / rate will be allowed on any account/ground., even if there is a delay in completion of the work due to GMDC. In that case extension in time limit may be granted at the same terms, conditions of the tender with an explicit understanding that no price escalation will be paid by GMDC. In any case , successful bidder is not entitled for any claim in respect of idle machinery and man power. Liquidated damages will be imposed only if delay is attributed to the Contractor.,

15. All required safety of the materials , man power, tools , tackles etc. storage at site are the responsibility of the Contractor till the completion and handing over of total work whole responsibility rest with the Contractor.

16. Approval to the samples of various materials given by the Engineer-in-charge shall not absolve the contractor from the responsibility of replacing defective material brought on site or materials used in the work found defective at a later date. The contractor shall have no claim to any payment or compensation whatsoever on account of any such materials being rejected by the Engineer-in-charge.

17. Extra item/ Additional work would be executed by contractor only on getting the instructions from GMDC. Such items will be executed only if special expertise needed and major financial implications not involved. If there may be any extra work, contractor has to bring to the notice to GMDC well in advance with expected cost of execution and time required for the same. .

18. In absence of detailed specifications, the work should be carried out based on either relevant IS code and /or with fair engineering practice.

19. No mobilization advance shall be given by GMDC for this contract.

20. All the rates quoted by the Bidders must be inclusive of all required materials, labours, transportation , loading, unloading, mobilization, de mobilization ,all applicable cess, levies, duties , royalty, professional tax , turn over tax , all other taxes etc. as per Government rules but excluding of GST.

21. Bidders shall have to quote their GST number and date in the Bid. Bid received from unregistered bidders will not be considered.

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

Financial Evaluation:

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

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

Note: Above clause will hold good and govern the contract

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

22. The Contractor will have to submit three copies of detailed bar chart in the manner as per the Performa issued by GMDC , for timely completion of the work

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

24. The Contractor will have to submit 'NO DEMAND CERTIFICATE' and pre receipt bill document along with the final bill of the work, as per the Performa given.

25. The Contractor shall have to enter in to an agreement with GMDC on an appropriate stamp paper (to be provided by the contractor) after accepting the Letter of Intent.

26. The quoted rates should hold good to execute the work as per drawings released for work time to time during the contract period.

27. In overall interest of work and for better co-ordination, authorized person of GMDC may ask the contractor to stop the work for time being for which no compensation will be paid.

28. The Contractor shall abide by the provisions of labour laws , Contract Labour Regulations and Abolition Act (Act 37 of 1970) pertaining to the employment of the labour and shall get register with regional provident fund commissioner and inform the GMDC about the registration number by submitting the copy of the number allotted to contractor by RPFC . The Contractor shall have to submit the copy of labour license issued by the competent authority for the subject work.

29. The Contractor shall be responsible for and shall pay any compensation to its workman payable under the Employees' Compensation Act, 1923 (VII of 1923) for injuries, cause to the employee. If such compensation is paid by GMDC as principal employer under sub-section (1) of section 12 of the said act on behalf of the contractor. It shall be recoverable by GMDC from contractor under section (2) of the said section. The Contractor shall pay such amount of compensation on demand, failing which same will be recovered from his running bills of the contractor.

30. Contractor has to submit month wise labour payment record duly certified by GMDC labour welfare officer /HR dept, along with RA bill, failing which no payment will be made for the respective RA bill.

31. Submission of false or incorrect information, history of delaying in completion of work, reports of unprofessional conduct amongst other things shall be sufficient ground for disqualification of technical bid.

32. Roads, passages, approach at work site should be kept clean all the time. Material/machineries' should be stack/ kept in proper manner so it should not obstruct day to day vehicular traffic.

33. The contractor has to produce bill of the materials used in the execution of the work if asked for by GMDC .

34. The contractor shall have to carry out the work fully as per instruction of EIC. Contractor should have to inform EIC before commencement of the work.

35. Contractor's scope of work shall also include making all necessary arrangements for access to work sites, stores and site offices etc. from the nearest approach road to facilitate transportation of man power, machinery and equipment duly considering the existing site conditions. No extra claims / costs will be entertained by GMDC.

36. The GMDC will not pay any extra charges or rate for any reason in case the contractor claims, after acceptance of contract to have misjudged the site condition. Ignorance of the intents and contents of the specification document and site conditions shall not be accepted by the GMDC as basis for any claims for compensation.

37. The contractor shall ensure the safety of workers, material and structure including existing structures during execution of the contract. Safety measures shall be followed during operations of equipments/machinery being used. No separate payment shall be made for the safety measures and the quoted rates shall include the cost for all safety measures. The Contractor shall set up a suitable safety organization of his own in this regard.

38. Successful bidder has to make his own arrangement for labour camp and residence of staff. However , on availability of the quarters , GMDC may allot the same on chargeable basis as per GMDC norms. Only minimum land for site office , storage space will be spare at site if required on demand . On completion of entire work , the site allotted shall be cleared of all encumbrances and handed over to GMDC after completion of the work .

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

(a) Daily Progress Record.
(b) Work Site Order Book.
(c) Instruction by GMDC's Officers.
(d) Test Registers of other materials/fittings, fixtures, equipment as stipulated in the tender.
(e) Register for Working Details.
(f) Log Book of Defects.
(g) Hindrance Register giving details of commencement and removal of each hindrance.
(h) Supply and consumption registers of all materials shall be maintained.
(i) Day to day Record of used/received materials shall be entered in the register and signed by the Site Engineer of the GMDC as well as contractors' representative at site.
(j) Measurement Book.

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CHAPTER-V

Special condition of the Tender :

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

1) Rates:

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

2) Payment Terms and Running Bills:

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

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

MODE OF PAYMENT OF RUNNING BILLS:

The contractor will have to submit running bill for the works executed. RA bill amount should be proportionately to the contract value and time limit of the work .Each running bill shall be accompanied with detailed measurement sheets duly certified by the Engineer In charge of Consultant and Architect .

1. Bill should be prepared and submitted as per the item sequence mentioned in the bills of quantity attached with the work order.
2. Each running bill shall be accompanied with detailed measurement sheets duly certified by the Engineer In charge or authorized person of GMDC/PMC/Consultant .

3. Measurement and abstract sheet should be prepared on Contractors letterhead and all pages should be stamped and signed by the contractor. The page number should be given to all measurement and abstract sheet of the bill .
4. All pages of Measurement and abstract sheet should be signed by the concern Engineer of GMDC /PMC/Consultant.
5. The measurement and abstract of the RA bill must be prepared with showing each running bill quantity and cumulative quantity (with all previous bill quantity)
6. With each RA bill Reinforcement steel and cement consumption , item wise statement should be submitted along with balance quantity available .

7. Contractor has to mention their name of firm along with the name of man power in attendance , wages sheet and PF challan. The workers/manpower attendance sheet should be attached after certification by respective department and also by HR department of GMDC. Make ensure that attendance sheet should not be fabricated and contractor has to provide leave on holiday and other facilities to the workers/weekly leave as per labour law.
8. For all type of works agency has to pay minimum wages to their employee/ workers as per Central rule . The Wages sheet should be attached with Employees/ workers bank payment statement and certification by GMDC project concerned officer of HR department . The payment of wages paid to workers should not be less than minimum wages and to be deposited in employees Bank account only . If advance payments released to workers than the certified copy of advance register should be attached.
9. As per requirements of tender labour license must be obtained from Authority by the contractor . Contractor should comply the applicable provisions of labour legislation.
10. Employees P.F. remittance, ECR report. If PF is not deducted of any workers than the declaration form (Form no- 11) should be submitted of each worker.

11. Submission of valid Employee compensation policy/workmen's compensation policy. Workman Compensation policy of the contract work must be of same work place /Project where the works are being executed . The combined policy , i.e. combined work & place may not be considered.
12. Proof of submission of professional tax. Project Authority aware to the contractor for deposition of deducted Professional tax amount through prescribed challan at Gram Panchayat office of project jurisdiction area village Panchayat.
13. Along with the final bill, work completion certificate, Contractor has to submit No Demand Certificate as per tender & No Due certificate to be obtained from GMDC COB office and submit the undertaking for discharge of principal employers from statutory obligations, labour liabilities etc.., if arise in future as per format to be obtained from Project office.
14. Any other documents as per work requirement for processing the bill .

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

A. Retention money deposit will be deducted from RA bills @ 5% of the value of the bill amount.

B. Security deposit at 5 % on the exceeded bill amount of the actual contract value in case it exceeds the contract value.

C. Income tax inclusive of surcharge at the prevailing rate from time to time shall be deducted from the running account bills and TDS on CGST and SGST .

D. Cost of any services provided by GMDC and/or material supplied by the GMDC.

E. Other deduction either statutory or other work reason, if any.

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

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

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

3) Earnest Money Deposit.(EMD) / Security Deposit (SD) / Retention Money

a) Tender received without E.M.D. will be summarily rejected. No relaxation on EMD/SD for any small-scale industry ,MSME register shall be considered

b) The bidder shall deposit Earnest money deposit of Rs. 23,500/--only by way of demand Draft in favour of 'GMDC Ltd' , payable at Ahmedabad of Nationalized Bank or from Bank approved by Govt. of Gujarat from time to time(except Co-Operative Bank)in the form and manner acceptable to the GMDC. EMD in any other form except DD, bid will be out rightly rejected.

c) Earnest money deposit paid will be adjusted against security deposit of contractor. Earnest money deposit paid as above will be refunded to unsuccessful bidders .

d) Contractor has to pay full amount of Security Deposit @ 5% of the contract value including EMD by way of D.D. in favour of 'GMDC Ltd', payable at Ahmedabad from Bank approved by Govt. of Gujarat from time to time (except Co-Operative Bank) in the form and manner acceptable to the GMDC. Payment against the work as well as detailed work order will be issued only after submission of Security Deposit. If contractor fails to pay security deposit within 15 days from the date of issue of LOI, GMDC may cancel the LOI at its sole discretion resulting into forfeiture of EMD paid by the contractor.

e) Earnest Money Deposit, Security deposit and Retention Money will not bear any interest.

f) If the contractor does not pay security deposit and does not commence work as per tender condition, E.M.D. paid by the contractor will be liable to be forfeited by the GMDC and in that case GMDC may take necessary decision including but not limited to termination of contract and/or debar the contractor for participating in future tenders/business of GMDC for period as per GMDC discretion. This debarment shall be applicable in respect of participation in tender of all sister concerns/company/trust/group/consultancy firm etc of GMDC.

g) Security deposit and Retention money paid by the contractor shall be liable to be forfeited by GMDC, if the contractor does not carry out the work in accordance with the terms and condition of the tender. In such eventuality GMDC can complete the work at the risk and cost of the Contractor .

h) Retention money deposit will be deducted from every RA bills @ 5 % of the value of the bill amount, which will be released after satisfactory completion of work certified by GMDC office .

i) Security deposit will be refunded after completion of defects liability period of 24 months on demand raised by the contractor and submission of certificate of satisfactory completion of defects liability period from GMDC office .

4 . Work Completion.

The work shall be completed within **3 months** from the date of Letter of Intent. It is clarified that the commencement of contractual work shall be within 15 days from the date of LOI**.** In case the contractor commences the work after 15 days, the deemed date of commencement will be considered the 15th day from the date of LOI.

Time is of essence of this contract. If Completion of Work is not adhered to as stipulated in the contract or the contractor abandons the work then GMDC shall be at liberty to execute the work at Contractor's risk and cost and if thereby any extra expenditure is involved, the same shall be debited to Contractor's account.

If GMDC is unable to execute and complete the work from alternate source in time and if GMDC suffers any consequential loss, Contractor will have to bear the same. GMDC in that case will forfeit the security deposit and will also have the right to recover from the contractor the amount towards damages suffered by GMDC.

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

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

5) Validity.

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

6) Taxes .

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

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

7) Liquidated Damages (LD)

If work is not completed as per work completion time, Liquidated damages will be levied @ 0.5 % per day of total value of the executed work subject to maximum of 10% of the total value of executed work . It is clarified that more than 3 days will be counted as one week for determination of week.

8) Loss and Damages:

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

9) Insurance:

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

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

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

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

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

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11. Approval:

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

12) **Defect Liability Period. :**

The contractual work shall have defects liability period **of 24 months** from the date of completion of work. If any defects are found during defects liability period then contractor shall have to attend the defects immediately. If such defects are not attended by the Contractor then GMDC will carry out such work at risk and cost of the Contractor +20 % of this cost. The said cost shall be adjusted against the retention money lying with GMDC.

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

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

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

17) Statutory Obligations:-

I. The "Contractor shall obtain necessary license/permit required for execution of the contractual work and it shall pay wages and benefits in accordance with the applicable laws and shall not pay less than as notified by the Government Authorities from time to time and shall maintain the employment records as required under applicable laws.

II. The Contractor shall get his own License under Contract Labour (Regulation and Abolition) Act, 1970. The same shall be renewed from time to time and maintain all the records as per the act.

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

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

V. The Contractor shall give leave/holiday to its workforce as per the provisions of applicable labour laws .

VI The Contractor would comply with all applicable laws and maintain all such necessary records as necessitated under such laws .

VII. The Contractor shall follow the provision of the Building and other construction workers welfare (Cess) Act, 1996.

18) **Force Majeure**.

. 1.1 Force majeure is herein defined as any cause which is beyond the control of the contractor or the GMDC as the case may be which they could not foreseen or with reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

(i) Natural phenomena such as flood, draughts Cyclone, earthquake and epidemics, declaration of war.

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

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

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

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

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

19) **Foreclosure of contract:**

In case of any necessity arising due to local working conditions, land/lease issues or any unforeseen reason not in the control of the GMDC or of the Contractor, Committee comprising of representative of GMDC, Contractor and technical expert shall be constituted. The said Committee will look into the reasons/causes and analyse the conditions as to whether the work awarded is feasible to continue with the existing terms and conditions of the contract or any other available option or to Fore Close the contract in the interest of both the GMDC and the Contractor.

After study of the prevailing conditions of the contract under execution, committee may recommend to Fore Close the contract keeping in view the financial implication to both the GMDC and Contractor. Guideline/Modality of the Fore Closure of the contract shall be decided by the committee considering the work executed and unexecuted, period of the contract completed and balance period of the contract, value of the work executed and value of the work unexecuted etc.

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

20) **DISPUTE RESOLUTION AND ARBITRATION:**

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

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

GOVERNING LAW AND JURISDICTION:

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

JURISDICTION:
Matter relating to any dispute or difference arising out of this Tender and subsequent contract shall be subject to the exclusive jurisdiction of Court at Ahmedabad only.

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

Presently our Nation is suffering from COVID-19 pandemic and it seems that this pandemic may continue for long time and therefore you will have to follow and implement all the guide line during the works as per applicability for the employee/workers / labours during the contract period in addition to standard steps as well as guidelines issued by National Disaster Management Authority and issued by Government authorities from time to time should be followed strictly and implemented.

On Bidder's Letter Head

From: Ref:

Date:

To

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

Sub: Earnest Money Deposit Against **Tender No- 2-BVN-PYRITE SHED REPARING WORK - 2022**

Dear Sir,

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

Herewith D.D. / Pay Order NO _____ Dated _____Of

_____ [Name of Bank and Branch] Payable at Ahmedabad for **Rs. 23,500/--**only being the amount of E.M.D.

Kindly acknowledge the stamp receipt.

Thanking You

Yours Faithfully

[Name and Signature]

On Bidder's Letter Head

D E C L A R A T I O N I

From: Ref:

Date:

To
Sr. Manager (Civil)
Gujarat Mineral Development Corporation Limited
[A Government of Gujarat Enterprise]
'Khanij Bhavan,
Nr. University Ground, 132 Ft. Ring Road
Vastrapur
Ahmedabad 380 052

Sub: Declaration.

Ref: Tender No-2-BVN-PYRITE SHED REPARING WORK -2022

SUB: Repairing work of existing Pyrite Shed Located at lignite mines of GMDC Project Bhavnagar , Village-Tagdi , Post- Malpar , Dist- Bhavnagar, Gujarat.

Dear Sir,

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

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

I/We hereby further declare that, if the above Declaration is found untrue, G.M.D.C. Ltd. shall be entitled to take any action against us severally and or individually or our firm / Company, In this regard in any manner that may deem fit by G.M.D.C.

Thanking You

Yours Faithfully

[Name and Signature & Stamp]

On Bidder's Letter Head

DECLARATION II

FROM: Date:

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

SUB: Tender No-2-BVN-PYRITE SHED REPARING WORK -2022

SUB: Repairing work of existing Pyrite Shed Located at lignite mines of GMDC Project Bhavnagar , Village-Tagdi , Post- Malpar , Dist- Bhavnagar, Gujarat.

Dear Sir,

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

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

I/We have deposited as EMD Rs. 23,500/--by D.D. along with the technical bid in your office which amount is not to bear any interest and my/our do hereby agree that this sum shall be liable to be forfeited by the GMDC at its sole discretion, in the event of your accepting my /our Tender and my/our failing to execute the contract when called upon to do so.

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

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

Thanking You

Yours Faithfully
[Name and Signature & Stamp]

On Bidder's Letter Head

SPECIMEN OF PRE RECEIPT BILL

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

Date: Authorised Signatory

Place:

On Bidder's Letter Head

NO DEMAND CERTIFICATE FORMAT

Ref: Date:
From:
To

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

SUB: Tender No-2-BVN-PYRITE SHED REPARING WORK -2022
SUB: Repairing work of existing Pyrite Shed Located at lignite mines of GMDC Project Bhavnagar , Village-Tagdi , Post- Malpar , Dist- Bhavnagar, Gujarat.

Dear Sir,

We_____ hereby certify that we have received the payment of all our bills in full and final settlement of our claims in respect of Tender No- 2-BVN-PYRITE SHED REPARING WORK -2022 - Repairing work of existing Pyrite Shed Located at lignite mines of GMDC Project Bhavnagar , Village-Tagdi , Post- Malpar , Dist- Bhavnagar, Gujarat.

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

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

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

Signature & Address of

Witnesses

_____

(1) _____

Signature & Stamp of the Firm (2) _____

T-No. - 2-BVN-PYRITE SHED REPARING WORK -2022

SCHEDULE OF DEVIATIONS

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

Sr.No. Clause No. Deviation Justification

i) Commercial Deviations For: -

ii) Technical Deviations for

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

Name of firm: …….

Signature of

Bidder:……

Name of Bidder:…….

Designation:……

Date:…….

Seal of the Company

(FORMAT FOR AFFIDAVIT)

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

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

1. I/We are submitting Tender for the work_____ _____ against Tender No._____
2. None of the Partners/Directors of our firm is relative of employee of GMDC.
3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.
4. All documents/credentials submitted along with this Tender are genuine, authentic, true and valid.
5. If it is found at any point of time that our documents are not genuine then in that case our tender will be rejected, earnest money deposited by us will be forfeited and we will be debarred from participating in further/future GMDC tenders and/or any action as deemed fit by GMDC may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money / Security deposit and banning/delisting of our entity and all related persons etc.

SIGNATURE OF THE BIDDER
WITH SEAL

Dated ……..

BIDDERS ARE REQUESTED TO FILL THE FOLLOWING DETAILS

Format for RTGS / NEFT Payment

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

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

(Name and Signature of the Proprietor /Partner/

Authorized Person of the Contractor)

Date:

Place: