



**GUJARAT MINERAL DEVELOPMENT CORPORATION LTD**

**(A Govt. of Gujarat Enterprise)**

## **TENDER NO. : 08/FK/RETROFITTING/2023**

Retrofitting, strengthen and other repairing works to RCC Structures of the plant area and other area of the project located at Fluorspar Project- Kadipani, Tal:-Kawant, Dist: - Chottaudepur , Gujarat.

### **TECHNICAL BID-I**

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

**CIN NO:L14100GJ1963SGC001206**

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

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



## **e-TENDER NOTICE**

**GMDC invites e-Tender from reputed bidders for the Works of Retrofitting, strengthen and other repairing works to RCC Structures of the plant area and other area of the project located at Fluorspar Project- Kadipani, Tal:-Kawant, Dist: Chottaudepur, Gujrat.**

<b>Sr.no</b>	<b>Description</b>	<b>Details</b>
1	e-Tender No.	8/FK/RETROFITTING/2023
2	Name of Work	Retrofitting, strengthen and other repairing works to RCC Structures of the plant area and other area of the project located at Fluorspar Project- Kadipani, Tal:-Kawant, Dist:Chottaudepur, Gujrat.
3.	Location of the Site	At Village- Kadipani , Tal: Kawant, Dist: Chottaudepur.
4	Total Estimated Cost	Rs. Rs. 2,16,41,032/-- ( including 1 % labour cess)
5	Tender processing fee (Non Refundable)	Rs: 4248/- 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	<b>Rs: 2,16,500/-</b> -By D.D. should be in favour of 'GMDC Ltd' , payable at Ahmedabad from Bank approved by Govt. of Gujarat from time to time(except Co-Operative Bank)in the form and manner acceptable to the GMDC. It is to be enclosed along with technical bid only; failing which tender will not be considered as a valid tender. <u>NOTE:</u> 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 each RA bill @ 5 % of the value of the work amount, which will be released after satisfactory completion of the work.
9	Work Completion Time.	4 Months ( Four months)
10	Pre bid meeting	Dt- 15/05/2023 at 11.30 am at Corporate office building of GMDC , Ahmedabad
11	Last Date and time for Downloading of Tender document.	Dt- 24 /5/2023 up to 18.00 hours
12	Last date and time for On line submission of tender.	Dt- 24 /5/2023 up to 18.00 hours
13	Last date for Submission of Tender processing fee, EMD and Supporting doc. for Tech. bid during office hours in person.	Dt- 25 /05/2023 up to 18.00 hours <b>Note: The tender documents submitted after due date shall not be considered for scrutiny .</b>
14	Date and time for opening of Technical bid	Dt- 26 /05/2023 at 15.00 hours
15	Validity of Offer	180 Days after opening of Price bid

**NOTE:**

1. **In case of any discrepancy, the tender notice (NIT- Notice Inviting Tender) published on website “nprocure.com” shall prevail.**
2. GMDC reserves the right to cancel the tender at any stage of tender process or reject any or all the tenders without assigning any reason thereof. GMDC reserves the right to split the work between more than one bidder.
3. Tender received without Tender processing fee and E.M.D. will be summarily rejected.
4. The bidder shall have to enclose the D.D. of Tender processing fee and E.M.D. amount in the sealed technical bid cover without fail. If demand drafts are not enclosed in the sealed technical bid cover then the tender will not be considered for scrutiny and will be summarily rejected.



5. Bidder registered either in DGS & D, SSI, and NSIC or in the Central/ State Govt. or Central / State Govt. undertaking is not exempted by GMDC for paying EMD, Security Deposit , Tender Processing fee etc. As well as no price preferences over the quoted rate will be considered.
6. Tender is in three bid system, i.e. PQ bid, Technical Bid and Price Bid. First the PQ bid and Technical bid will be opened .The same will be scrutinized by the GMDC and price bid will be opened only for those bidders, who qualify themselves in Technical bid.
7. The bidder is required to quote the rate strictly as per the terms and conditions mentioned in the Tender document. The conditional tender or tender submitted for part items will not be considered and shall be liable for outright rejection. If for any item, rates are not quoted or quoted with 'zero' then tender of same bidder may be summarily rejected and submitted EMD will be forfeited..
8. 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. .
9. The tender documents submitted after due date will not be considered for scrutiny and will summarily be rejected . No claim whatsoever in nature shall be entertained by GMDC in this regard.
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](mailto: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](http://www.gmdcltd.com)



## INTRODUCTION

### TENDER NO. 08/FK/RETROFITTING/2023

The owner, M/s. Gujarat Mineral Development Corporation Limited, Ahmedabad (hereinafter referred to as Employer or Owner) invites e- tenders from experienced and financially sound contractor ,who are in the field of **Repairs, retrofitting & improvement works** , in two bid system part I & II technical Bid/ PQ bid and Part II Price Bid, at Khanij Bhavan, 132 Ft Ring Road, Nr. University Ground, Vastrapur, Ahmedabad 380 052.

**Name of Work:** Retrofitting, strengthen and other repairing works to RCC Structures of the plant area and other area of the project located at Fluorspar Project- Kadipani, Tal:-Kawant, Dist: - Chhattaudepur.

The estimated cost of proposed work is approximately Rs. 2,16,41,032/-, including cost of all materials like cement ,structural steel, Reinforcement steel, construction chemicals, man power, tools , tackles, machineries, scaffolding, equipment, safety measures, mobilization, de mobilization, all taxes (excluding service tax), labour cess etc to complete the work in all respect .

Project Details:

Fluorspar Project- Kadipani	Nearest Town-Vadodara- 130 Kms
Tal: Kawant, Dist- Vadodara	Nearest Railway Station-Vadodara- 130 Kms
Pin-391175	Nearest Airport- Vadodara
Ph-02669-274231/274222	Access Roads – Vadodara – Kawant- kadipani
Fax- 02669-274221	Vadodara-Bodeli-Kawant-Kadipani
Email-kadipani@gmdcltd.com	

Scope of work includes removal of loose and damaged plaster , providing and applying rust converting alkaline primer , anti corrosive painting , supplying & providing TMT reinforcement FE 500, P & A old and new bonding agent EPI bond , P and placing single component dual shrinkage compensated ready mixed high strength fiber reinforcement thixotropic repair mortar REPACH 45 T /MOLITH-PMM, repair & strengthening by shutter & pour method jacketing concreting , Providing and fixing standard PV injection packers at all levels, providing and injecting fixed packers with a low viscosity high molecule weight thermo set epoxy injection grout MONOPOL, providing and fixing injecting fixed packers with two componants low visco city epoxy resin base injection grout EPCO –KP/HP , providing and fixing shear connectors using welding mesh ,section refurbishment using cementeous ready made by fdry socket REPATCH SHOT , P & L a single component high build elastomeric crack bridging anti carbonation, UV resistant polymer net work



coating system etc, P & A two component high build anti corrosive chemically resistant coat tar extended epoxy coating system, P & F in position water tight shuttering of good quality shuttering play for riser trench wall & pedestal at all height ,Supplying and laying design mix concrete grade M25 and disposal of debris by truck load as directed .

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## **INSTRUCTIONS TO THE BIDDERS:**

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

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

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

#### **Part – I Preliminary Bid**

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

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

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

#### **Part – III Price-bid**

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

#### **Opening of bids**

- a. **Preliminary bids will be opened after verification of receipt of payment towards Tender processing fee and EMD.**
- b. On verification of the supporting documents for technical qualification, the qualified bidders will be communicated the date and time of on line opening of price bids by telephone or email. However, all the bidders will be able view the price bids online.

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



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

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

If two bidders become L1, then the preference will be given to the bidder who have higher average annual turn over of last five financial years ended on 31/3/2023

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

The bidder who have earlier been awarded contract by GMDC for any job which either they did not accept or have abandoned or contract has been terminated by the GMDC for breach of conditions , shall not be eligible to participate in the tender.

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

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

**Corrigendum:**

Corrigendum are the part of the tender Document.

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



## e- Tendering ( Online Tendering ) Instruction to Bidders

Further details of this tender are as under

1.0	Particulars: Tender No. <b>08/FK/RETROFITTING/2023</b>  Retrofitting works to damaged structure and damaged portion of plant structures and other located at Kadipani project.
<b>2.0</b>	<b>Down loading of Tender Documents</b>
2.1	Bid document will be available on web site up to date shown above
2.2	Bidders wishes to participate in this tender will have get them self registered on web site <a href="https://nprocure.com">https://nprocure.com</a>
<b>3.0</b>	<b>Digital Certificate</b>
3.1	Bidders who wish to participate in on line tenders 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
	<b>(n) Code Solution</b> <b>A division of GNFC</b> 301, GNFC Infotower, Bodakdev, Ahmedabad- 380 054 Tel: +91 26857316/17/18 Fax: =91 79 26857321 ,E-mail: <a href="mailto:nprocure@gnvfc.net">nprocure@gnvfc.net</a> Mobile: 9327084190 , 98985889652
3.3	Bidders who already have a valid Digital certificate need not procure a new digital certificate .
<b>4.0</b>	<b>On line Submission of Technical &amp; Price Bid</b>
4.1	Bidders can prepare & edit their offers number of times before tender submission date & time. After tender submission date & time , bidder can not edit their offer submitted in any case. No written or online request in this regard shall be granted.



4.2	Tenderer shall submit their offer, i.e. Technical bid in hard copy to GMDC office as well as Price bid in Electronic format on above mentioned website & date shown above after Digitally signing the same. <b>Note: The tender documents submitted after due date will be not considered for scrutiny and outright rejected.</b>
4.3	Offers submitted without digitally signed will not be accepted
4.4	<b>Offers in physical form will not be accepted in any case</b>
<b>5.0</b>	<b>Opening of Tender</b>
5.1	Opening of bid documents will be held on Date & time shown above 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 .
5.2	After successful completion of Technical Evaluation, price bid of only those bidders would be opened online who are found to be substantially responsive
<b>6.0</b>	<b>Contacting Officer</b>
6.1	Further details / clarification , if any required, will be available from Manager(Civil), GMDC Ltd, , Civil Department, at 'Khanij Bhavan', 132'Ft ring road, Nr. University Ground, Vastrapur, Ahmedabad- 380 052 Ph no. 079- 2791 3200
6.2	In case bidder needs any clarification /assistance or if training required for participating in online tender , they can contact at following office
	<b>(n) Code Solution</b> <b>A division of GNFC</b> 301, GNFC Info tower, Bodakdev,Ahmedabad- 380 054 Tel: +91 26857316/17/18, Fax: =91 79 26857321 E-mail: <a href="mailto:nprocure@gnvfc.net">nprocure@gnvfc.net</a> Mobile: 9327084190 , 98985889652
<b>7.0</b>	<b>General Instructions:</b>
7.1	The fees for on line tender document will not be refunded under any circumstances
7.2	EMD in the form specified in tender document only shall be accepted.
7.3	Tenders without Tender document fees, earnest money deposit (EMD) and which do not fulfils all or any of the condition or submitted in complete in any respect will be rejected.
7.4	Tenderer approved either by the Central/ State Govt. or Central / State Govt. undertaking is not exempted by this corporation for paying EMD , SD etc.
7.5	Conditional tender shall not be accepted.



7.6	This tender notice shall form a part of tender document
7.7	Tenderers are advised to read carefully the “Instruction for Tenderer” and “eligibility criteria” contained in the tender documents
7.8	The Internet site address for E-Tender is <a href="http://www.nprocure.com">www.nprocure.com</a>
7.9	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 Info tower , Bodakdev, Ahmedabad – 380 054 . Bidders are requested to take the benefit of the same.
7.10	The Corporation reserves the right to reject any or all the tenders or split the work between more than one bidders without assigning any reason thereof. .
7.11	Tenderer is requested to quote rates as per the terms and conditions mentioned in the Tender Document Part I and Part II. Tender submitted for part items will not be considered and will be rejected.
7.12	Tenderer has 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
7.13	The selected Tenderer shall enter in to an agreement with the corporation, on a stamp paper of Rs. 100/- which will be provided by the selected Tenderer, in the form approved by the corporation covering all terms and conditions .



### 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



## STRUCTURE AND ORGANIZATION

**Following details are required to be furnished with documents to qualify in Technical bid for the tender work. All required details are mandatory and required to be submitted by the bidder failing which offer submitted by the bidders will be rejected out rightly.**

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



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



18	<p>Eligible Registered contractor in class – “B” OR</p> <p>Enlisted with or enlisted contractor working with, erstwhile GMDC / GEB / GSECL /GETCO / Central / State Government/ Semi. Govt. /or any Power Independent Producer (IPP) and where executed similar nature and magnitude of work successfully as per post qualification criteria of this tender</p>	<p>Registration class mentioned and Copy attached</p> <p>Yes/ No</p>
19	<p>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 .</p>	<p>Submitted on letter head mentioning No or YES as applicable Yes / No</p>
20	<p>Deviation sheet attached-Deviation sheet to be attached by the bidder mentioning any deviation in technical &amp; commercial. If there is no deviation then with ,No deviation sheet ,submitted on letter head of the bidders</p>	<p>Deviation sheet mentioning NIL or with deviation on your letter head submitted</p> <p>Yes/ No</p>
21	<p>Declaration I &amp;II sheet – Attached-Declarations in prescribed format on letter head of the bidder</p>	<p>Declaration –I &amp; II as per tender typed on your letter head submitted</p> <p>Yes/ No</p>
22	<p>Affidavit regarding the Genuineness of documents ( format ) on Rs.300/- non Judicial stamp paper submitted or not</p>	<p>As per format of tender on Rs.300/- stamp paper submitted Yes/No</p>



23	Each bidder shall also submit a Declaration to the effect that the tenderer has successfully carried out works of this type of nature and has adequate organization and experienced personnel to handle this type of work. In the case non Indian firms the 'Declaration' should also included an undertaking to get the firm registered in India	Submitted/not submitted
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**FORM- B**

Sr no	Item	Details	
01	<p><b>Turnover during last Five years</b></p> <p>Bidder should have Annual Turn over of any one of the last five financial year updated to the current Financial year more than Rs. 650.00 lakhs .</p> <p>NOTE:  <b>1. Bidder should provide CA certificate for confirming turnover .</b>   <b>2. For turn over-( Escalation/ Enhancement factor mentioned in tender will be considered)</b></p>	<p>Year</p> <p>2022-23 base yr</p> <p>2021-22</p> <p>2020-21</p> <p>2019-20</p> <p>2018-19</p> <p>2017-18</p>	<p>Turnover In Rs.</p>
02	<p>Name of the company for whom work carried out during last seven years with copy of orders and satisfactory job completion certificates.(2015-16 to 2021-22)</p> <p>The similar nature of work mean repairing , retrofitting of concrete structures of plant/buildings etc. having special treatment along with the documentary evidence, preferably photo copy of orders secured from GMDC / GSECL / Central / State Government/ Railway/ Semi – Government, and Notarised satisfactory completion certificate from respective department thereof Electricity board, CPWD, railway Board etc. (Private company works shall not be considered)</p> <p>NOTE: Experience as a sub-contractor shall not be considered for technical evaluation</p>	<p>Bidder should have a experience of executed similar nature of jobs having minimum work amount of Rs.85.00 lakhs in single year and single work order executed in last seven Financial year .</p> <p><b>( Escalation/ Enhancement factor mentioned in tender will be considered)</b></p> <p>NOTE: Agency has to submit colour photographs of the similar nature of executed work against the experience work mentioned in the bid by the agency .</p>	



Sr no	Name Of Client /Nature of work	Work Order No	Date of commencement and date of completion	Value. In Rs.
03	<p>Details/List of Equipment /tools, tackles related to above work, available with your firm or at your work site mentioned and certified on your letter head. All required tools, tackles can be made available at GMDC work site. – To be attached in technical documents</p> <ol style="list-style-type: none"> <li>1.High speed mixer machine</li> <li>2.Vibrator</li> <li>3.Cube moulds</li> <li>4.Levels</li> <li>5.Centering and shuttering materials</li> <li>6.Other machineries &amp; equipment required for the work – MS Jack Props</li> <li>7.Grouting Equipments etc.</li> <li>8.Pressure Grouting machines up to the capacity 10 Kg/Sq cm</li> <li>9.Pnumetic concrete breaker machine</li> <li>10.Concrete cutting machine</li> <li>11. scaffolding Pipe</li> <li>12.Scaffolding Clamp</li> <li>13. Drill machines</li> <li>14. Electrical winch with Rope</li> </ol>		Attached /Not attached	



	<p>15. Epoxy Grouting assembly set</p> <p>16. Air Compressor(VT-6)</p> <p>17. Guniting Machine</p> <p>18. Sand blasting Hopper</p> <p>19. Grinder</p> <p>20. Air blower</p> <p>21. Cement Grouting Pump</p>	
04	<p>Details/List of Technical Personnel Plant and Equipment to be deployed for the proposed work.</p> <p>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</p> <p>Any other technical details etc. to elaborate upon the organization / firms competence to execute this work.</p>	Attached /Not attached



**Note:**

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

<b>Year</b>	<b>Financial Year</b>	<b>Enhancement Factor</b>
<b>Base (Year of Inviting tender)</b>	<b>2022-23</b>	<b>1</b>
<b>1</b>	<b>2021-22</b>	<b>1.1</b>
<b>2</b>	<b>2020-21</b>	<b>1.21</b>
<b>3</b>	<b>2019-20</b>	<b>1.33</b>
<b>4</b>	<b>2018-19</b>	<b>1.46</b>
<b>5</b>	<b>2017-18</b>	<b>1.61</b>
<b>6</b>	<b>2016-17</b>	<b>1.77</b>
<b>7</b>	<b>2015-16</b>	<b>1.95</b>

**Note:**

- 1) It is Mandatory to submit all the details as asked in form-B.
- 2) Decision of GMDC regarding the technical qualification is final and binding to all the Bidders and no correspondence will be entertained in this regard .
- 3) It is desirable to furnish all information with necessary documents.
- 4) Submission of false or incorrect information , reports of un professional conduct amongst other things shall be sufficient grounds for dis qualification in technical bid.



**(FORM NO. 3 A)**  
**Form 3 A Should be Notarised .**

*Referred to in Rules No.5 to (b) (II)*

**DETAILS OF SIMILAR WORK COMPLETED**

- 1 Name of Contractor :
- 2 Name of work :
- 3 Estimated cost of work put to tender :
- 4 Revised Estimated cost :
- 5 Tender Amount :
- 6 Date of starting the work :
- 7 Date of completion of the work :  
(As per contract agreement)
- 8 Actual date of completion of work :
- 9 State whether the details as above :  
given by the contractor are correct  
if not state as to what is the correct  
information
- 10 State whether the contractor has  
executed the work in progress  
Satisfactory as per specification if not  
give the correct position of the work :
- 11 Period rate & amount of compensation  
if levied :
- 12 Period of extension granted if any :
- 13 Reason for delay in granted if any :
- 14 Any other remarks : Particulars of work completed



Date:

Signature of Applicant

## CHAPTER- IV

### BRIEF SCOPE OF WORK

- The scope of work are as per Tender specification , however brief details of scope of work mentioned below .
- The scope of the work is to carry out the Retrofitting, Repairs and improvement at -Primary Crusher house ,Secondary crusher House, Tertiary Crusher house ,FOB silos - 2 nos, Mill building, Thickners ,Floatation and Dryer House, Water tank etc. At GMDC Kadipani Project as per bills of quantity and as per actual requirements and tender specifications. .
- Scope of work covers the construction and demolition of civil Engineering Components wherever required . Work shall be carried out as per specification and drawings.
- The Contractor shall provide all necessary construction tools and tackles, cranes, derricks, compressors, earthmovers, excavators pumps ,loaders, dumpers, scaffolding materials, small hand tools, instruments, all testing and commissioning instruments welding equipment, service bolts, nuts, Jigs and fixture , winches, alignment tools, precision levels, safety equipments-accessories etc. and the materials handling equipment and other equipment and which may be required in order to carry out the work efficiently within the time schedule provided hear in the Contract. Unless otherwise specified the above construction equipment brought to site allowed to be taken out only after the work for which the specific permission in writing from the E.L.C. Only the equipment required for the work and fit condition shall be brought to the site. The Contractor shall ensure that proper documentation is followed entry gate of GMDC Kadipani. premises for such which shall be carried by Contractor after completion of work.
- The Contractor shall provide all temporary ladders, scaffolding materials, platforms, supports and other necessary facilities required for the work .The Contractor shall provide sufficient, strong and safe so as to ensure safety of the laborers.
- The Contractor shall erect and maintain his own site offices, main stores and site stores as required for the work as per approval of ELC and arrange for maintaining the area placed at the Contractor's disposal in a neat manner. The plans for the same shall be got approved by the E.I.C.



- The Contractor shall deploy required number of supervisory, skilled unskilled and auxiliary labour as required for the work and comply with such reasonable instruction of the GMDC Engineer-in-Charge in the interest of satisfactory progress and completion of the work according to the schedule. The Contractor shall work in required numbers of shifts per day basis for meeting the completion target. If required without any extra cost to GMDC. However, in such cases Contractor shall obtain the prior approval from the GMDC.
- All safety measures as required to be adopted as per Statutory Regulations and the Safety Rules of the Plant shall be strictly followed by the Contractor during the execution of the contract. The Contractor shall set up a suitable safety organization of his own in this regard. Since this rehabilitation /repair work is for high rise work, Best Safety Practices shall adopted. All Lifts/ Winches/Moving Platforms & Other Equipment Shall Be Got Tested From Competent Person And Duly Certified Before Putting Them in Use
- All guarantees and test certificates obtained by the Contractor for the materials to be used. During the execution of work shall be submitted to the GMDC, Kadipani before issue of Completion Certificate.
- The 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 but not limited to the following.
  - Daily Progress Record
  - Work Site Order Book.
  - Instruction by GMDC Officers
  - Test Registers of other materials/fittings, fixtures, equipments as stipulated in the tender.
  - Register of Drawings and Working Details
  - Log Book of Defects.
  - Hindrance Register giving details of commencement and removal of each hindrance.
  - Supply and consumption register of scarce/costly materials like rubble stone, sand etc.
  - Record of cement and all brought out materials used/received Day to day record of cement used/received shall be entered in the register and signed by the Site Engineer of the GSECL as well as contractor's representative at site.
  - Joint Measurement Book of the work.
- The Contractor shall submit quality plan and a construction bar chart including all activities Keeping in mind the period of completion time.



- The overall coordination for all works specified in the scope of work will be the responsibility of the contractor. The contractor shall also provide adequate supervisory personal for works to be executed under his Scope of Work.
- The contractor has to carry out the works at all heights and at all levels as per specifications.

- **Material Workmanship etc:**

The work shall be executed in thoroughly substantial manner with material and workmanship of best quality and strictly in accordance with the specifications and with the drawings or with such other drawings or written instruction as may from time to time furnished to the contractor in accordance with terms of this contract and shall be completed in every respect with all materials and workmanship implied and necessary according to the fair interpretation and meaning of the same and should there be any discrepancy between the drawings and specifications or any difference or disputes as to the dimensions to be worked to or the quality of the materials to be used or the mode of doing periodical quantity of the work to be executed or with respect to any subject arising out of this contract the decision of the Engineer shall be final and binding on all parties. Rejected material shall be so disposed off as to obviate any possibility of their use on works. The place method and period of disposal shall be as directed by the Engineer.

- **Samples of descriptive date:**

Samples of descriptive date, requiring approval shall be submitted by contractor to the Engineer in good time before the use of such material to permit of inspection and testing. The samples shall be properly marked to show the name of the material, manufacture, place of origin, and place where to be used etc. Failure of any sample to pass specified tested will be sufficient caused for the refusal to consider any further sample from the same source.

- **Fencing and lighting and ventilation:**

(a) Except as herein after provided the contractor shall unless otherwise specified, be responsible for the proper fencing, guarding, lighting and taking of the necessary safety measures for all works comprised in the contract and or the proper provision of temporary roadway, footways, guards fences, caution any reason (which shall not be question whatsoever, and the contractor shall comply with such order of the Engineer.

The compliance of the orders shall not entitle the contractor to any claim or compensation.



- **Contract document and matters to be treated as confidential**

All documents, correspondence, decision and other matter concerning the contract shall be considered as of confident and restricted nature by the contractor and he shall not divulge or allow access there to any unauthorized persons of any kind.

- **Measurements to be provisional and subject to correction**

Every measurements for running payment on account of work done or supplies made, shall be subject to adjustment or final measurements. In case of disagreement between such intermediate and final measurements, the latter shall prevail.

- **Work in shift duty:**

- if required works shall be planned in shift duties, if possible in two shifts, depending on emergency of the work with prior approval of Engineer in charge . On Monday or any other holidays work shall be continued in order to maintain progress with prior permission of Engineer in charge. Such works shall not form any grounds for complaint, compensation or extension of time limit.
- The contractor shall in his dealing with labour, at all times, during the period of this contract, have due regard to local festivals and religious and other customs.
- A working day shall consist of two shifts each of eight hours, a working day shall constitute any day on which in the opinion of the Engineer, work can be carried out in one or more shifts.

- All works shall be measured, meet by standard measure and according to rules are custom and usual in the use and no proposal to adopt alternative method will be accepted, the Engineer-in-charge decision as to what is the usual method for such type of retrofitting works should be adopted.

- Submissions of tender by a contractor implies that he has read the instructions and condition of contract herein contained and has made himself aware of the scopes and specifications of the work to be done and conditions and rates at which stores materials etc. will be issued to him local conditions and other factors bearing on the execution of the work.

- All works shall be carried out in a workmanlike manner as per the best techniques for the particular item.

- All tools, templates, machineries and equipments for correct execution of the work as well as the checking lines, levels, alignment of the work during execution shall be kept in sufficient numbers and in good working condition on the site of the work.



- The mode, procedure and manner of execution shall be such that it does not cause damage, or overloading of the various components of the structure during execution or after completion of the structure.
- Special modes of construction not adopted in general engineering practice, if proposed to be adopted by contractor, shall be considered only if the contractor provides satisfactory evidence that such special mode of construction is safe, sound and helps in speedy construction and completion of work to the required strength and quality. Acceptance of the same by the Engineer in charge shall not however, absolve the contractor of the responsibility of any adverse effect and consequences of adopting the same in the course of execution of completion of the work.
- All installations pertaining to water supply and fixtures thereof as well as drainage lines sanitary fitting shall be deemed to be completed only after giving satisfactory tests by the contractor.
- The contractor shall be responsible for observing the rules and regulations imposed under "mine or factory act" and such other laws and rules prescribed by the Government from time to time.
- All necessary safety measures and precautions (including those laid down in the various relevant Indian Standard) shall be taken to ensure the safety of men, materials and machinery on the works as also of the work itself.
- The testing charges of all materials shall be borne by the contractor unless recovery at one percent towards testing charges is separately made.
- Approval to any of the executed items for the work does not in any way relieve the contractor of his responsibility for the correctness, soundness and strength of the structure as per the drawings and specifications



## CHAPTER- V

### **SPECIAL CONDITION OF CONTRACT :**

1. Any conditional Tender will not be entertained and will be rejected.
2. Bidders are advised to visit the site to study the actual working conditions, and satisfy himself about the actual site conditions and have to collect all other information which is required by him before submitting the offer for the work. Bidders shall go through the Drawings, Item description, Specifications, Units and Tender conditions in details, and to have fully acquainted themselves with all details of the site conditions, locations, materials, geological and weather characteristics, labour conditions and in general all the necessary information and data etc. pertaining to and need for the work. In case of any discrepancy observed / any item overlooked keeping in mind standard requirement / construction practice clarification should be asked before quoting the rates.
3. The bidder shall be deemed to have carefully examined the 'Specification' in its complete form and to have fully informed and satisfied himself as to the details, nature, character and quantities of the work to be carried out, site conditions and other pertinent matters and details. Ignorance of the intents and contents of the specification document shall not be accepted by the OWNER as basis for any claims for compensation.
4. 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. GMDC will not pay any charges against the same, till taking over the whole work by GMDC. .
5. The successful Bidder shall have to start the work within period of 15 days from the date of Letter of Intent. In case of non-compliance with the above condition, the action may be taken.
6. The contract shall be item rate contract. The rate quoted is inclusive of all labour , material. , equipments, machinaries, spare parts, tools , tackles, labour, taxes (excluding GST) etc required for the Job .
7. Bidders are expected to quote competitive and workable rates.
8. The Scope of work under this Tender is "providing and laying /fixing "the materials. In the event of missing of above phrase in the description of schedule of quantities will not mean that materials will be supplied by GMDC and Tenderer has to deploy only laborers for completing the work.
9. The work shall be completed within the period stipulated in the contract. However it may be noted that drawings shall be released progressively & site clearance arranged accordingly to the progress of work at site. Therefore the contractor has to organize & coordinate the work to suit these.



10. 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 . The quantity in “Bill of Quantities” are estimated quantities and actual quantity as executed becomes payable at quoted rate .
11. The quantities increase or decrease to any extent , the present rates (quoted rates) as mentioned in contract will hold good and no price escalation will be allowed . The quoted rates shall remain valid till completion of the works . It is proposed that the payment of increase or decrease in item quantities may released up to estimated amount put to the work order .
12. The total cost of actual executed work (of all tender items together) varies beyond  $\pm 10\%$  of the cost of the estimated work mentioned in Work order, even if the quantities increase or decrease 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.
13. The rate of particular item appearing in more than one schedule shall be the same. If the tenderer quotes different rates for an item appearing more than one schedule, the rate lowest amongst the quoted rates shall be considered / applicable for payment for that item.
14. The Contractor will have to accept the minimum of Unit rates ( for Rate only items) amongst the quoted by the prequalified bidders , whose price bids are considered.
15. This specification is intended as a general description of quality envisaged for materials and workmanship and of the finished work. It is not intended to cover minute details. The work shall be executed in accordance to IS, with the best modern practice, as per standards and to the complete satisfaction of the owner. Special techniques approved by the purchaser shall be used if and where found necessary without any extra claim. This specification shall have precedence if anything contrary to this is stated elsewhere in the Tender documents. The purchaser's decision shall be final and binding on the contractor on any issue arising out of such discrepancies.
16. The GMDC reserves the right of altering the Drawings and nature of work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.
17. For this tendered work the Contractor have to make his own arrangement for water and electricity . In case of requirement and on demand by Contractor , if supplied by GMDC than charges will be recovered at 1 % and 0.5 % of bill value for water and electricity respectively and surcharge thereon.
18. In the event of any delay due to the above or due to any other reason not attributable to the contractor, reasonable extension in completing the work may be given at the discretion and as decided by the GMDC but no compensation or idle charges will be paid to the contractor on this account or any site conditions under any circumstances. However, in any case no claim is entitled for idle machinery and man power. However penalty will be imposed , if delay is attributed to the Contractor.,
19. The GMDC will not pay any extra charges or rate for any reasons in case the contractor claims, after acceptance of contract to have misjudged the site condition.



20. The time limit for completion of work is Four (4) calendar months in all respects.
21. Extra item/ Additional work would be executed only on getting the instructions, such items executed only special expertise needed and major financial implications not involved. If there may be any extra work, contractor has to brought to the notice to GMDC well in advance with expected cost of execution and time required for the same. .
22. In absence of detailed specifications, the work should be carried out based on either relevant IS code and /or with fair engineering practice.
23. No mobilization advance shall be given by GMDC for this contract.
24. The successful bidder shall make all arrangements to build his own stores (covered and uncovered, if necessary) for the proper storage of materials maintain the stores and all related document and records unloading of the equipment and materials All security arrangements shall also be made by the Contractor.
25. All the rates quoted by the bidder must be inclusive of all required materials, labours, taxes and duties applicable like, Royalty, Octroi, transportation, sales tax, labour cess, Professional Tax, turn over tax, (excluding GST) loading, unloading at site.
26. 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.
27. Bidders shall have to quote their GST number and date in the Bid. Bid received from unregistered bidders will not be considered.

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

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

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

Note: Above clause will hold good and govern the contract



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

28. Successful Tenderer will have to submit three copies of detailed bar chart in required manner based on BOQ , considering all activities , for timely completion of the work.
29. Successful Tenderer/contractor shall keep necessary records, maintain required documentations, submit as built drawings, submit product/service guarantee provided by vendors/suppliers as deemed required by Engineer-in-charge.
30. Project duration as mentioned in this contract and quality of work are the most important parameters under this contract, contractor is expected to follow best practice to achieve the both parameters; contractor is also expected to follow stringently all environment, health, safety and housekeeping rules and, regulations and guidelines as per statutory requirements along with the requirements mentioned in approved project Environment, Health and Safety (EHS) plan.
31. Successful bidder have to attached colour photographs of executed work along with the bills . The contractor will have to submit 'NO DEMAND CERTIFICATE' along with the final bill of the work, as per the Performa given.
32. Successful Tenderer is supposed to enter in to an agreement with the corporation on an appropriate stamp paper (to be provided by the contractor) on accepting the Letter of Intent/ Work order ..
33. The quoted rates should hold good for working as per drawings related from time to time.
34. In overall interest of work 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.
35. You will abide by the provision of labour laws , contract labour regulations and Abolition act (contract Act-37 of 1970) pertaining to the employment of the labour and shall get yourself register with regional provident fund commissioner and inform the corporation about the registration number by submitting the copy of the number allotted to you by RPFC . You have to submit the copy of labour license from the competent authority for the subject work before starting of the work.
36. You shall be responsible for and shall pay any compensation to your workman payable under the workman's compensation Act, 1923 (VII of 1923) for injuries, cause to the Workman. If such compensation is paid by GMDC as principal under sub-section (1) of section 12 of the said act on behalf of the contractor. It shall be recovered by GMDC from you under section (2) of the said section. You shall pay such amount of compensation on demand, failing which same will be recovered from your running bills.
37. Contractor has to submit month wise labour payment record along with RA bill, failing which no payment will be made for the respective RA bill.



38. 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.
39. Successful Bidder has to produce bill of the materials use in the execution if ask for by the client or consultant.
40. Successful Bidder have to erect the Board, mentioning work details at work site at his own cost.
41. If work is completed as per stipulated time by successful bidder , than additional work may be awarded at the same rate, terms and condition and specification , if mutually agreed upon. The final decision of GMDC will binding to Both .
42. The work executed in Plant area hence the rules and regulation of Plant safety Act will be applicable and contractor has to follow the same .

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## **CHAPTER-VI**

### **Special condition of the Tender :**

Note: The bidder should note that clauses brought out in this chapter VI 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 mentioning with name of work, 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 .

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 or authorized person of GMDC as per following manner and with documents ,

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

Payment at 75% of the payable amount arrived after considering below 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 Bills become payable within 21 working days from the date of receipt of the bill at GMDC Corporate office , Ahmedabad after deducting there from

- 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.

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 shall be considered
- b) The bidder shall deposit Earnest money deposit of Rs. 2,16,500/- 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, within 15 days from the date of issue of LOI and /or before the commencement of the work , whichever is earlier . Payment against the work as well as detailed work order will be issued only after submission of Security Deposit. If contractor fails to pay security deposit within 15 days from the date of issue of LOI, GMDC may cancel the LOI at its sole discretion resulting into forfeiture of EMD paid by the contractor.
- 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) The 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 **4 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 15<sup>th</sup> day from the date of LOI.

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

Generally the Monsoon period will be considered from 15<sup>th</sup> June to 15<sup>th</sup> September. During this period if contractual work suffers thereon then extension of time limit may be considered and for which no liquidated damages shall be livable 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 SAPTI 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 90 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 @ 1 % of work value per week from the date of delaying the said work up to the maximum 10 % of work value.. This will not release the contractor from the responsibility of getting the balance work done by GMDC at his risk and cost through any other contractor.

Part completion of works should not be considered for above

#### 8) Loss and Damages:

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

#### 9) Insurance:

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

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

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

10.2 Likewise, if the Contractor does not fulfill the terms and conditions of the contract and does not carry out the work up to the entire satisfaction of GMDC, GMDC shall have the right to



forthwith terminate the contract at its sole discretion, without assigning any reason, Under such events, the GMDC shall be entitled to forfeit the security deposit paid by the Contractor and the GMDC shall have a right to complete the work and/or to get the work completed at the risk and cost of the Contractor.

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

11) **Approval:**

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

12) **Defect Liability Period. :**

The 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 and Security deposit 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.

**16) 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.

#### 17) **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.

#### 18) 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 analyses 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.



**19) 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.

**20). Guideline for the workers/ labours due to present COVID-19 situation :**

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 T. No- 8/FK/RETROFITTING/2023

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. 2,16,500/--** only being the amount of E.M.D.

Kindly acknowledge the stamp receipt.

Thanking You

Yours Faithfully

**[Name and Signature]**



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

**DECLARATION 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:** T. No-8/FK/RETROFITTING/2023- Works of Retrofitting, strengthen and other repairing works to RCC Structures of the plant area and other area of the project located at Fluorspar Project- Kadipani, Tal:- Kawant, Dist: Chhotaudepur, Gujrat.

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:** T. No-8/FK/RETROFITTING/2023- Works of Retrofitting, strengthen and other repairing works to RCC Structures of the plant area and other area of the project located at Fluorspar Project- Kadipani, Tal:- Kawant, Dist: Chhotaudepur, Gujrat.

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. 2,16,500/--by D.D. along with the technical bid in your office which amount is not to bear any interest and my/our do hereby agree that this sum shall be liable to be forfeited by the GMDC at its sole discretion, in the event of your accepting my /our Tender and my/our failing to execute the contract when called upon to do so.

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

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

Thanking You

Yours Faithfully  
[Name and Signature & Stamp]



On Bidder's Letter Head

SPECIMEN OF PRE RECEIPT BILL

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

Date:

Authorised Signatory

Place:



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

Ref:  
From:  
To

Date:

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:** T. No-8/FK/RETROFITTING/2023- Works of Retrofitting, strengthen and other repairing works to RCC Structures of the plant area and other area of the project located at Fluorspar Project- Kadipani, Tal:-Kawant, Dist: Chhattaudepur, Gujrat.

**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- -8/FK/RETROFITTING/2023- Works of Retrofitting, strengthen and other repairing works to RCC Structures of the plant area and other area of the project located at Fluorspar Project- Kadipani, Tal:-Kawant, Dist: Chhattaudepur, Gujrat.

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 Bidder

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



**T. No-8/FK/RETROFITTING/2023**

**SCHEDULE OF DEVIATIONS**

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

Sr.No. Clause No. Deviation Justification

i) Commercial Deviations For: -

ii) Technical Deviations for

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

Name of firm: .....

Signature of Bidder:.....

Name of Bidder:.....

Designation:.....

Date:.....

Seal of the Company



**(FORMAT FOR AFFIDAVIT)**

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

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

1. I/We are submitting Tender for the work \_\_\_\_\_ against Tender No. \_\_\_\_\_
2. None of the Partners/Directors of our firm is relative of employee of GMDC.
3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.
4. All documents/credentials submitted along with this Tender are genuine, authentic, true and valid.
5. If it is found at any point of time that our documents are not genuine then in that case our tender will be rejected, earnest money deposited by us will be forfeited and we will be debarred from participating in further future GMDC tenders for period as per GMDC discretion 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. Further we confirm that debarring from participating in future tender is also applicable to the all sister concerns/company/trust/group/consultancy firm etc of GMDC.

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

Dated .....

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

**Format for RTGS / NEFT Payment**

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

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

(Name and Signature of the Proprietor /Partner/  
Authorized Person of the Contractor )

Date:

Place: