

# **Request for Proposal (RFP) for Selection of Contractor for Condition Assessment of Plant Civil Structures/ Components at GMDC's 2X125 MW Akrimota Thermal Power Station (ATPS), Gujarat**



**RFP No: GMDC/Power/ATPS/11/23-24**

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## Disclaimer

This RFP is being issued by the Gujarat Mineral Development Corporation Ltd (GMDC) (hereunder called "Authority"/ "GMDC") to the Bidders interested in providing services for consultancy services for condition assessment of various civil structures / components at 250 (2\*125) MW lignite based Akrimota Thermal Power Project in Kutch District, Gujarat.

It is hereby clarified that this RFP is not an agreement, and the purpose of this RFP is to provide the Bidder(s) with information to assist in the formulation of their proposals/Bids. While the RFP has been prepared in good faith with due care and caution, GMDC does not accept any liability or responsibility for the accuracy, reasonableness, or completeness of the information, or for any errors, omissions, or misstatements, negligent or otherwise, relating to any feasibility / detailed project report or any other reference document mentioned, implied, or referred herein. This RFP may not be appropriate for all persons. It is not possible for GMDC to consider the investment objectives, financial situation and particular needs of each Proposer/Bidder who reads or uses this RFP. Each Proposer/Bidder should conduct its own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this RFP and where necessary obtain independent advice from appropriate sources.

Bidder should carefully examine and analyze the RFP and bring to the notice of GMDC any error, omission, or inaccuracies therein that are apparent and to carry out its own investigation with respect to all matters related to the captioned subject, seek professional advice on technical, financial, legal, regulatory and taxation matters and satisfy himself of consequences of entering into any agreement and / or arrangement relating to the captioned subject. GMDC and its employees make no representation or warranty, express or implied, and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability or completeness of the information contained in the RFP or in any material on which this RFP is based or with respect to any written or verbal information made available to any Proposer or its representative(s).

GMDC may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP as per its requirements. GMDC reserves the right not to proceed with the project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any Party submitting a Proposal. No reimbursement of cost of any type will be paid to persons, entities submitting a Proposal/Bid.

The Bidder shall bear all costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by GMDC, or any other costs incurred in connection with or relating to its Bid, regardless of the conduct or outcome of the Bidding process.

## **Part 1: Introduction**

### **1. Background about GMDC**

Gujarat Mineral Development Corporation Ltd (GMDC) is a leading state-owned mining and minerals company in the western Indian state of Gujarat with operational experience spanning nearly 50 years. GMDC is a zero-debt company listed on national and Bombay Stock Exchanges. The Government of Gujarat (GoG) disinvested 26% stake to the public shareholders vide an IPO in 1997 while the balance ownership is held by the Government of Gujarat.

GMDC's product portfolio spans across mining, value added products, and power, with mining activities spread across the state of Gujarat in districts Kutch, Devbhoomi Dwarka, Panchmahal, Vadodara, Bhavnagar, Bharuch, Surat and Chotaudepur. It currently mines Lignite from five operational mines, with five upcoming mines in the pipeline, and other minerals including Bauxite, Fluorspar, Manganese, Ball Clay, Silica Sand, Bentonitic Clay, and Limestone. It provides value added services through works such as Pyrite removal from Lignite, Beneficiation of Bauxite, low-grade Manganese, and Fluorspar.

To leverage its experience in mining operations, GMDC has set up a diversified power portfolio with forward integration into a 250 MW lignite-based thermal power Plant in Nani Chher, Gujarat, and clean energy sources including 200.9 MW of Wind power assets in Maliya, Jodiya, Gorsar, Bhanvad, Bada, Varvala, Rojmal, and a 5 MW Solar power project in Panandhro.

### **2. Plant details**

#### **2.1 Background about ATPS**

GMDC has been operating a 250 MW lignite-based thermal power Plant (Akrimota Thermal Power Station, ATPS) over the past 15 years. ATPS has two units of 125 MW each commissioned in July 2006, and March 2007 respectively.

ATPS procures lignite required for generation of power from GMDC's mines (Mata naMadh, and Umarsar) located at proximity (~60 km) and transported directly to the Plant via road. Furthermore, the water supply to the power Plant is ensured through nearest Kori creek (through 1.4 km long sea water intake channel).

ATPS has a long-term power purchase agreement with GUVNL for supply of power till 2036, for the recovery of fixed charges and variable charges as per the actual Plant performance parameters (net availability, station heat rate, auxiliary power consumption).

#### **2.2 Objective of the Condition Assessment**

Since commissioning the Plant in 2006, both the units have undergone considerable aging. Subsequently, the civil structures / components in the plant have also faced degradation and require inspection & rectification to ensure integrity of critical equipment in the Plant.

Keeping in view the above conditions, the main objectives of the condition assessment is to understand the current condition of various plant civil structures / components, identify key

challenges, and recommend the interventions required to be undertaken to ensure sustainable operations of the Plant for the remaining duration of the PPA.

In this context, GMDC is inviting bids from bona fide, technically competent, and experienced vendors to carry out the condition assessment, in line with the requirements detailed in the Scope of Work.

<b>Name of work:</b>	Request for Proposal (RFP) for Selection of Contractor for Condition Assessment of Plant Civil Structures/ Components at GMDC's 2X125 MW Akrimota Thermal Power Station (ATPS), Gujarat
<b>RFP no.:</b>	GMDC/Power/ATPS/11/23-24

## Part 2: Terms of Reference/Scope of Work

### 1. Definitions, and Terms and Conditions

#### 1.1. Definitions

For the purpose of the Work Order, the following words and expressions in this Section shall have the respective meanings set forth below:

**“Applicable Laws”** shall mean all laws, treaties, ordinances, rules, regulations applicable in India and amendments, re-enactments, revisions, applications, and adaptations thereto made from time to time and in force and effect, judgments, decrees, injunctions, writs and orders of any court, arbitrator or governmental agency or authority, rules, regulations, orders and interpretations of any Governmental Instrumentality, court or statutory or other body having jurisdiction over construction of the Plant, performance of the Work or supply of Goods, operation and maintenance of the Plant, including Applicable Permits, as may be in effect at the time of performance of work or supply of Goods hereunder by the Bidder, which time would include Latent Defects Period as appropriate, provided, however, that if at any time the Applicable Laws are less stringent than the standards set forth in the Work Order hereto, the standard set forth in the Work Order hereto shall be deemed to be the standards under Applicable Laws.

**“Applicable Permits & Clearances”** shall mean any and all Permits, Clearances, Authorizations, consents, licenses (including without limitation any import or export licenses), lease, ruling, exemption, filing, agreements, or Approvals, required to be obtained or maintained in connection with construction of the Plant, performance of Work, and the operation of the Plant respectively by the Bidder and the Owner in accordance with the Work Order and their maintenance, as may be in effect at the time of Bidder’s supply of Goods hereunder; which time would include Latent Defects Period as appropriate.

**“Approval”** shall mean the written approval of the Owner and of the statutory authorities, wherever such authorities are specified by any codes or otherwise.

**“Arbitration Act”** shall mean Arbitration and Conciliation Act, 1996, or any amendment or re-enactment thereof.

**“Authorization”** shall mean approvals required under Applicable Law.

**“Bid”** shall mean the offer of the Bidder to the Owner in response to the Bid Enquiry

**“Bidder”** shall mean single corporate entity Bidding for the Work Order

**“Bidder Permits”** shall mean all Permits, required by the Bidder from any Government Instrumentality for the performance of his obligations.

**“Bidder’s Representative”** shall mean the person named as such in the Work Order or other person appointed and from time to time communicated to the Owner by the Bidder in his place in accordance with the terms of the Work Order.

**“Bid Security/Earnest Money Deposit (EMD)”** shall mean the security provided by the Bidder to the Owner along with the Bid.

**“Commencement Date”** shall be the date 7 (seven) days from the date of intimation by GMDC for initiation for services to be provided by the Successful Bidder

**“Contract Period”** shall mean the period from the Commencement Date up to and including the last day of the Work Order.

**“Documents”** shall mean and includes all design documents, engineering documents, Drawings, calculations, computer software (programs), computer media, samples, patterns, models, construction documents, erection documents, Operation and Maintenance Manuals, and other manuals, and the like as well as, all other relevant data and information to be submitted by the Bidder and shall include without limitation, engineering, design and construction drawings, data sheets, specifications, plans, bills of Materials and estimates.

**“Good Industry Practice”** shall mean those practices, methods, acts, techniques and standards as may be followed or employed in the performance of the Work or supply of Goods and discharge of its obligations by the Bidder and which (i) are generally accepted internationally for use in the electric utility industry, taking into account conditions in India, in connection with power stations of the same or similar size and type as the Plant, (ii) are commonly used in prudent electric utility engineering, construction, project management and operations, and (iii) would be expected to result in performance of the Services and completion of Works in a manner consistent with Applicable Laws, Applicable permits, reliability and safety.

**“Governmental Authority”** shall mean the Government of India, the state government, any local authority constituted under an act of legislature, and any other authority exercising any power or function in pursuance of an act of legislature, or any rules and regulations made there under, and any successor thereof having legal jurisdiction over the matter or person in question.

**“Goods”** shall mean all of the equipment, machinery, apparatus, appliances, components and/or other Materials and things, which the Vendors are required to supply to the Owner under the Work Order.

**“Lumpsum Charges for Condition assessment of Civil structures”** shall refer to the charges for execution of the condition assessment and strengthening/ remedial measures of various plant civil structures/ components of ATPS on a lumpsum basis for performance of the contractual obligations.

**“Notice in Writing”** or **“Written Notice”** shall mean a Notice in Writing, typed, or printed or handwritten characters, sent (unless delivered personally or otherwise proved to have been received) by registered post or by electronic transmission to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post or by electronic media it would have been delivered.

**“Owner”** shall mean Gujarat Mineral Development Corporation Limited hereinafter referred to “GMDC”, in its capacity as Owner and shall include its successors and assigns, as well as authorized officers.

**“Owner’s Representative”** shall mean the person appointed by the Owner from time to time and notified as such to the Bidder to act as Owner’s Representative for the purposes of the Work Order.

**“Party”** shall mean Owner or Bidder individually and **“Parties”** means Owner and Bidder collectively.

**“Personnel”** shall mean employees/personnel engaged by the Bidder who are based in India and are directly or indirectly engaged by the Bidder in the performance of the Bidder’s obligations under this Agreement at the Plant.

**“Plant”** shall mean the 250 MW lignite based thermal power Plant operated by GMDC in Akrimota (Akrimota Thermal Power Station, ATPS), comprising of 2 units of 125 MW each.

**“Successful Bidder”** shall mean the Bidder who is selected by Authority / GMDC in providing condition assessment and strengthening/ remedial measures of various plant civil structures/ components at GMDC’s 250 MW Akrimota Thermal Power Station (ATPS) and shall include such vendor’s legal representatives, successors and permitted assigns.

**“Work Order”** shall mean the documents signed by both the parties for the work detailed hereunder as may be amended, supplemented, or modified from time to time by agreement in Writing between the Parties

## **1.2. Interpretation**

Words importing Persons or Parties shall include related firms and corporations and any organization having legal capacity. Words importing the singular also include the plural and vice versa where the context requires. Words importing one gender also include other genders.

Unless inconsistent with the provisions of the Work Order, the meaning of any shipping terms and the rights and obligations of the Parties there under shall be as set forth in the latest International Chambers of Commerce (ICC) official rules for interpretation of trade terms as per “INCOTERMS 2010”.

## **1.3. Law, language, and measurements**

Applicable Law to this Work Order shall be the Indian Law. The respective rights, privileges, duties and obligations of the Owner and the Successful Bidder under the Work Order shall be governed and determined by the Laws of State and of the Republic of India.

All correspondence, information, literature, data, manuals, definitive documents, notices, waivers, and all other communication, written or otherwise, between the Parties in connection with this Work Order shall be in English. The official text of this Work Order shall be English.

All measurements shall be in metric system.

## **1.4. Stamp duty and similar charges**

The costs of stamp duties and similar charges imposed by law on the Work Order, or any part thereof shall be borne by the Successful Bidder.

## **1.5. Commencement of Work**

The Successful Bidder, along with the payment of Performance Security, will enter into a Work order with the Owner on appropriate Stamp Paper (to be provided by the Successful Bidder) in token of acceptance of the terms and conditions of the contract, within 07 (seven) days of submission of its acceptance of the Letter of Award (LOA). In case of any necessity arising after executing the Work Order and during the execution of the work, which requires alteration/modifications in the Work Order, the same can be made in writing by either party, after mutual understanding and consent of both the parties. The Successful Bidder will have to start the work as per the Scope of Work described in the Section 3.3Part 2 of this document, within 07 (seven)days from date of intimation by the Owner.

## **1.6. Successful Bidder's use of Owner's documents**

Copyright in the Owner's requirements and other Documents issued by the Owner to the Successful Bidder shall (as between the Parties) remain the property of the Owner. Ownership in all documents provided by the Successful Bidder to the Owner pursuant to the Work Order including design, engineering, Drawings and Works layout (but excluding proprietary information and Manuals provided by Vendors of equipment for use of the Owner) shall vest in the Owner. The Successful Bidder may, at its Cost, copy, use and communicate any such documents for the purposes of the Work Order. They shall not, without the Owner's consent, be used, copied, or communicated to a third-party by the Successful Bidder, except as necessary for the purposes of the Work Order including performance of Work or supply of Goods.

The Successful Bidder shall indemnify the Owner in case of breach of this Section by the Successful Bidder. If these Documents are received by a third-party from the Successful Bidder and the third-party makes use of these Documents to cause harm or monetary loss to the Owner or use these Documents for their personal gain / monetary gain, the Successful Bidder shall compensate the Owner for the loss suffered as well as for the value of gain derived by third-party.

## **1.7. Confidential details**

The Successful Bidder shall treat the details of the Work Order as private and confidential, except to the extent necessary to carry out his obligations hereunder. The Successful Bidder shall not publish, permit to be published, or disclose any particulars of the Work Order in any trade or technical paper or elsewhere without the previous consent in writing of the Owner and at the Owner's sole discretion.

The Successful Bidder shall indemnify the Owner in case of breach of this Section. If the confidential details relating to this Work Order or its contents are received by a third-party from the Successful Bidder and the third-party makes use of these details to cause harm or monetary loss to the Owner or use these Documents for their personal gain/ monetary gain, the Successful Bidder shall compensate the Owner for the loss suffered as well as for the value of gain derived by the third-party. The Successful Bidder shall not use the confidential details of the Work Order for any other purpose except for the strict purpose of this Work Order.

## **2. Appointment of Successful Bidder**

### **2.1. Appointment terms**

Based on the bids received for the works, the Owner shall appoint the Successful Bidder, and the Successful Bidders shall accept the appointment to deploy skilled, qualified, and competent manpower, and necessary systems, infrastructure, and tools as required for efficient execution of consultancy service for condition assessment of various civil structures/ components subject to the terms and conditions mentioned in the Work Order.

### **2.2. Duration of the Work Order**

The Work Order shall be valid for 15 weeks from the date of acceptance of the LOA for initiation of services to be provided by the Successful Bidder to submission of the final reports. The Successful Bidder shall mobilize and deploy their personnel in the Plant within 07 (seven) days from the date of intimation by the Owner. The comprehensive list of timelines and associated payment milestones have been detailed in Section 7.2 of Part 2 of this document.

## **3. Responsibilities of the Successful Bidder**

The Successful Bidder shall ensure execution of the scope of work is done in accordance with good industry practice, standards of safety, and mutually agreed terms with the Owner. Key activities to be undertaken by the Successful Bidder as part of this Contract has been detailed below:

### **3.1 Pre-assessment activities**

1. The Successful Bidder shall coordinate with the Plant representatives to obtain all relevant information required pertaining to the plant civil structures/ components, prior to the start of the condition assessment.
2. The Successful Bidder shall mobilize a trained workforce and well-functioning equipment for performing the condition assessment.
3. The Successful Bidder shall review existing design documents to assess potential defects, vulnerable locations, and existing status of the Plant civil structures / components.

### **3.2 Workforce Deployment**

1. The Successful Bidder shall deploy adequate workmen (technical and other support staff) as considered necessary to fulfil all the contractual requirements within the specified time period in Section 2.2 of Part 2 of this document.
2. The Successful Bidder shall submit a list of all the personnel to be deployed on the site, stating their qualification and experience. The Successful Bidder shall notify the Owner at least 14 days in advance on any key personnel transfer or replacement. No transfer of staff shall be affected unless Owner grants permission in writing, authorizing such transfers or replacements.

3. The Successful Bidder shall also deploy workmen for the erection of scaffolding and as and where required.
4. The Successful Bidder shall submit details of all deployed personnel for execution of the contract to the Owner prior to deployment and ensure they are in line with the requirements of the Work Order
5. The Successful Bidder shall arrange for the required Personal Protective Equipment (PPE), safety compliance, and work permits as per the Plant's Health Safety Environment (HSE) guidelines.

### **3.3 Detailed Scope of Work**

1. The scope of the contract shall include assessment of all civil infrastructure and allied components. The assessment work proposed and its details regarding the tests to be performed on various components/ items is mentioned in Annexure 1 and Annexure 2.
2. The Successful Bidder will be responsible for condition assessment of civil components of the existing plant by conducting visual inspection and recording details of existing structure by experienced structural engineer. The Owner will provide all available relevant design/ construction drawings – original and revised, and maintenance reports, etc. as available on record at site for reference. The Successful Bidder may review the available data, drawings, etc. to analyze whether any major change or distress conditions are observed.
  - i) Visual Inspection for Concrete: - The Successful Bidder shall conduct inspection around cracks spalling, staining, disintegration of the surface, honeycombing, exposed reinforcement etc. and make appropriate reports.
  - ii) Visual Inspection for Steel: - The Successful Bidder shall conduct inspection for corrosion, stress concentration, crippling or buckling, bowing, misalignment, deformation, twisting, cracks in welds, missing bolts / rivets and make appropriate reports.

The Successful Bidder shall conduct condition audit as a qualitative assessment in accordance with latest guidelines. The Successful Bidder shall conduct visual health inspection of plants covering internal, external, and shared areas for all the visible defects, deterioration, and quantification for the area / components along with relevant tests as needed for each component

3. The Successful Bidder shall make assessment of damages of RCC members through NDT (Non-Destructive Testing) wherever needed. The Successful Bidder may initially perform digital rebound hammer test and if necessary, perform Ultrasonic Pulse Velocity test, Half Cell Potential test, carbonation depth test, core test, chemical test etc. (Necessity of which will be decided after inspection). Investigation by the Successful Bidder will include conducting appropriate numbers of various Non / Semi destructive tests like Rebound Hammer, Ultrasonic Pulse Velocity, Half Cell Potential, Cover Meter, Concrete Core and Chemical Analysis by Carbonation, Chloride, Sulphate & pH Testing. The frequency and type/necessity of test requirements will be decided in consultation with Owner, after the visual inspection and initial survey.
4. The Successful Bidder will be responsible for finding the probable causes of damages, seepage/ leakages/ distress based on the interpretation of the NDT Results & health

assessment. The Successful Bidder shall enlist in detail the elements needing repairs, rehabilitation, retrofitting, strengthening etc.

5. The Successful Bidder will be responsible for preparation of detailed report based on visual inspection, NDT, suggesting priority wise repair/ remedial and retrofitting measures supported by photographs wherever necessary.
6. The Successful Bidder should suggest best possible scheme and the corrective actions required along with the detailed steps of the methodology of the repair work to be done for all the components detailed in Annexure 1 and Annexure 2.
7. For works not mentioned in Annexure1 and Annexure 2 but is associated / has interface with the mentioned scope, must be considered by the bidder in the final scope.
8. The Successful Bidder will be responsible for preparation of detailed estimate for proposed structural repairs/ restoration, rectification work of specialized nature with BOQ (Bill of Quantities) and design and drawings for the additional / new components along with BOQ and specifications. The Successful Bidder will also prepare repair and rehabilitation scheme with measurement sheets for the work required to be conducted and Bill of Quantities (BOQ) with workable market rates and specifications with sketches, drawings etc., based on visual observations, NDT results & actual measurement of structural members taken from site. The Successful bidder shall also provide detailed drawings of retrofitting work wherever needed. The Successful Bidder shall finalize the repair, rehabilitation and retrofitting scheme incorporating the comments received from the Owner (to the extent mutually acceptable).
9. The Successful Bidder will be responsible for attending meetings with the Owner officials, wherever required, for scope of work in this contract, regarding making addition alteration in the drawings, specifications, make etc. up to the stage of the award of the contract for the execution of works.
10. The Successful Bidder shall provide drawings (wherever needed) for the proposed structural repairs/ restoration, rectification work. The Successful Bidder shall also assist Owner in inviting Tenders from experienced contractors registered with the Government / Semi Government / Other Industrial Organizations.
11. Project Monitoring Services / Third Party Inspection / Supervision during the execution is not covered in the present scope of work.

### **3.4 Scaffolding**

The Successful Bidder shall be responsible for installation / erection of scaffolding and / or platforms along with hoists, hoisting equipment, tools and equipment for condition assessment of civil components, wherever necessary. The Successful Bidder shall be responsible for providing the material for scaffolding. The Successful Bidder shall ensure the scaffolding is erected prior to the commencement of the assessment. The Successful Bidder shall de-erect the scaffolding upon completion of the inspections.

### **3.5 Cleaning**

The Successful Bidder shall be responsible general cleaning including grinding and buffing of test locations.

### **3.6 Supply of Material**

The Successful Bidder shall provide and deploy all the requisite consumables, tools and tackles, instruments, diagnostic equipment / software, and other utilities required for this contract.

### **3.7 Reporting requirements**

1. The Successful Bidder shall submit a detailed assessment report across all the Priority 1 Items and Priority 2 Items detailed in Annexure 1 and Annexure 2 respectively, as per the timelines defined in Section 7.2 of Part 2 of this document. The detailed assessment report shall include the following –
  - i. Detailed visual observation report for existing condition of the civil structures
  - ii. Non-Destructive / Semi-Destructive Testing Report along with justification on need of conducting the test on the corresponding component, and inferences obtained from all the tests for corresponding components
  - iii. Condition assessment report for with detailed list of remedial measures to be taken across all the components. Categorization of all the components shall be done as per criticality (e.g., high, low etc.) of the condition and remedial action required. An indicative format for reporting has been attached in Annexure 4. However, same shall be modified as per the requirements and in consultation with the Owner
  - iv. Detailed list of activities to be done across all the items / components for the necessary repairs, rehabilitation, retrofitting or new construction
  - v. Detailed bill of quantities for all the material required across each component for the necessary repair works, along with cost estimation and workable market rates
  - vi. Technical specifications and measurements sheets for the required works for each component. Tender drawings to be submitted wherever required and not available
2. The Successful Bidder shall submit a preliminary assessment report across all the Priority 1 Items and Priority 2 Items detailed in Annexure 1 and Annexure 2 respectively, as per the timelines defined in Section 7.2 of Part 2 of this document. The preliminary assessment report for Priority 1 Items shall include all the requirements defined in the detailed assessment report, for a preliminary set of Priority 1 Items assessed till the time period (T + 4 weeks) defined for submission of preliminary report in Section 7.2 of Part 2 of this document. The preliminary assessment report for Priority 2 Items shall include all the requirements defined in the detailed assessment report, for a preliminary set of Priority 2 Items assessed till the time period (T + 11 weeks) defined for submission of preliminary report in Section 7.2 of Part 2 of this document.
3. The Successful Bidder shall submit a survey report (wherever needed) of the plant and required maps (wherever needed) through drone survey / LIDAR / site measurements.
4. Within a week of submission of the detailed assessment report for Priority 2 Items, the Successful Bidder shall attend a review meeting with the Owner. The meeting shall investigate the fulfillment of the scope of work as per the work order. All clarifications, changes mutually agreed in this meeting shall be incorporated by the Successful Bidder in the final project report.

5. The Successful Bidder's reports shall mention the finding from the tests with sufficient supporting photos / documentation / analysis reports, etc.

#### **4. Standards for Performance obligation**

The Successful Bidder represents and warrants that it has the requisite skills, experience, expertise, and capacity to fulfill its obligations and responsibilities under the Work Order. The Successful Bidder shall perform all its services hereunder in accordance and compliance with:

1. Accepted prudent industry practices.
2. Standard operating procedures
3. Incident reporting with corrective and preventive measures
4. Implementation of lessons learnt from incidents on similar facilities.
5. All Applicable Laws
6. All applicable clearances to be obtained and maintained including but not limited to all relevant health and safety legislations, environment permits and licenses.

The Successful Bidder shall have round-the-clock qualified, trained, and experienced, with valid necessary certifications, crew of adequate strength who are alert and vigilant.

#### **5. Standards for Sub-contracting**

For the purpose of performing its obligations under the Work Order, the Successful Bidder may appoint Sub-Contractors with prior written intimation to the Owner as deemed fit. Appointment of such Sub-Contractors by the Successful Bidder shall at no time mean that the Successful Bidder is relieved of its primary duty and liability to perform its obligations as set out in the Work Order. The Contractor shall be responsible for:

1. Obtaining any and all necessary authorizations required for use of all Plant infrastructure/facilities in connection with the performance of its obligations hereunder
2. Ensuring adherence to standard operating procedures and safety standards by the Sub Contractor and be liable in the event of any issue affecting the performance of the asset

#### **6. Responsibilities of the Owner**

1. Access to infrastructure: The Owner will arrange for the Successful Bidder's accommodation and food and beverage requirements at the Plant for the key personnel deployed on ground to oversee the execution of the condition assessment, on chargeable basis and on the basis of availability of accommodation. In case infrastructure is not available, the Successful Bidder shall be responsible for arranging the same.
2. Report and data: The Owner shall provide to the successful bidder existing reports, drawings and any other data available and requested by the Successful Bidder.
3. Permit for the entry of the plant: The necessary permit for entry of the plant will be issued by the Owner.

## 7. Terms of Payment and key performance indicators:

### 7.1 Lumpsum Charges for condition assessment

The Successful Bidder shall quote the charges for execution of consultancy services for condition assessment and strengthening/ remedial measures of various civil components of ATPS on a lumpsum basis for performance of the Contractual obligations. The Successful Bidder shall quote charges inclusive of all other taxes except applicable GST. Applicable GST, over and above approved Lumpsum Charges for condition assessment, at the time of invoicing shall be reimbursed by the Owner subject to submission of proof of depositing the same with the GST Authority.

### 7.2 Payment milestones

The Owner hereby covenants to pay the Successful Bidder for performance of the terms of the Work Order as payment terms specified hereunder. The Successful Bidder shall adhere to the following KPIs and targets for the assessment. In case of shortfall, liquidated damages shall be applicable as per the following –

Activity	% of Lumpsum Charges	Timeline	Liquidated Damages
Mobilization	10%	T + 1 week	
Submission of preliminary assessment report for Priority 1 Items as per Annexure 1	15%	T + 4 weeks	0.1% of Lumpsum Charges for condition assessment, per day of delay in submission
Submission of detailed assessment report for Priority 1 Items as per Annexure 1	25%	T + 8 weeks	0.1% of Lumpsum Charges for condition assessment, per day of delay in submission
Submission of preliminary assessment report for Priority 2 Items as per Annexure 2	15%	T + 11 weeks	0.1% of Lumpsum Charges for condition assessment, per day of delay in submission
Submission of detailed assessment report for Priority 2 Items as per Annexure 2	25%	T + 14 weeks	0.1% of Lumpsum Charges for condition assessment, per day of delay in submission
Submission and acceptance of final project report	10%	T + 15 weeks	0.1% of Lumpsum Charges for condition assessment, per day of delay in submission

*T – Date of signing of LOA*

Invoices shall be raised by the Successful Bidder on meeting milestones and payment for the same shall be made within 30 (thirty) days from receipt of error-free invoice. Any deductions due to the defaults in performance by the Successful Bidder shall be reconciled from the immediate payment milestone due to be made to the Successful Bidder by the Owner. All payment shall be subject to TDS as per the Applicable Law. TDS certificate shall be submitted within 30 (thirty) days from date of deduction.

### **7.3 Overall ceiling on Liquidated damages**

All liabilities due from the Successful Bidder arising out of the shortfall of performance levels, as per the liquidated damages (LDs) defined above, during the course of the civil assessment, shall be restricted to a maximum of 05% of the Lumpsum Charges.

### **7.4 Expenses**

Successful Bidder shall be responsible for all expenses incurred while performing Services under this Work Order. This includes automobile and other travel expenses; vehicle maintenance, fuel, and repair costs; insurance premiums; fines; cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel the Successful Bidder hires to complete the work under this Work Order.

## **8. Insurance to be taken out by Successful Bidder**

1. The Successful Bidder shall procure and maintain, at its own cost, Professional Liability Insurance or other appropriate insurance required as per the Good Industry Practice or Successful Bidder's own standard practices during the duration of the Work Order. At the Authority's request, the Successful Bidder shall provide evidence of insurance covers, or a certificate of all insurances maintained on request of Authority.
2. The Successful Bidder shall indemnify the Authority for any liability pertaining to loss of any life, health, accidents, travel, and any other losses to its personnel including sub-contractor/specialist deployed by the Successful Bidder to perform scope of work specified under this Work Order
3. The entire responsibility on account of any accidents, damage or personal injury which may occur to any of the Successful Bidder's vehicles/ equipment or his/its employees, or any outside party shall be exclusively that of the Successful Bidder, and no claim whatsoever shall be entertained by the Authority on this account. The Successful Bidder shall keep the Authority indemnified from all the consequence.
4. The Authority undertakes no responsibility in respect of any life, health, accident, travel and other insurance which may be necessary or desirable for the Personnel of the Successful Bidder or specialists associated with the Successful Bidder for the purposes of the Services, nor for any member of any such person.
5. In the event of any breakdown or accident during the course of any operation, the Successful Biddershall notify the facts to the Authority, or any other officer immediately present there of such incidence and shall simultaneously make adequate remedial arrangements on his/its own cost and risk and as per the instruction of the Authority

## **9. Non fulfilment of terms and conditions and Termination of Work Order**

1. If at any time during the currency of this Work Order, if any breach occurs due to the reasons attributed to the Successful Bidder, the Owner shall be at liberty to terminate this Work Order without assigning any reasons, whatsoever, for such termination and any losses and/or damages occurring due to such termination shall be borne by the Successful Bidder.

2. If the Successful Bidder fails to carry out the work as per terms and conditions of the Work Order to the satisfaction of the Owner, the Owner shall be entitled to forfeit the Performance Security paid by the Successful Bidder as per Section 7.3 of Part 3 of this document. This, however, shall not absolve the Successful Bidder from its obligation to fulfill the Work Order. In such event, the Owner shall have a right to complete and / or to get the work completed at the cost & risk of the Successful Bidder and the Successful Bidder shall be responsible to pay such cost incurred by the Owner to complete the work and / or to get the work completed.
3. Likewise, if the Successful Bidder does not fulfill the terms and conditions of the Work Order and does not carry out the work up to the entire satisfaction of the Owner, the Owner has the right to forthwith terminate the Work Order at its sole discretion, without assigning any reason. Under such events, the Owner shall be entitled to forfeit the Performance Security paid by the Successful Bidder as per Section 7.3 of Part 3 of this document, and the Owner shall have a right to complete the work and / or to get the work completed at the risk and cost of the Successful Bidder
4. For any reasons, if it is required, the Owner reserves rights to cancel, terminate, amend and / or alter the Work Order and / or bifurcate and / or increase and / or reduce the work at any time without giving any notice or reason to the Successful Bidder and without incurring any responsibility.

## **10. General terms and conditions**

### **10.1 Statutory Obligations**

1. That the Successful Bidder shall obtain license under the Factories Act, 1948, 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.
2. That the Successful Bidder shall get his own License under Contract Labor (Regulation and Abolition) Act. It shall be binding to get the same renewed from time to time and shall maintain all the records as per the act.
3. That the Successful Bidder shall be responsible to enroll his employees, deduct, add and deposit in the relevant accounts the contributions as required under the Employees State Insurance Act, 1952 and the Employees Provident Funds and Miscellaneous Provisions Act 1952 and any other enactment's covered under the various applicable labor laws as well as maintain all books of records for the staff and employees deputed by it for this Work Order such as required under any laws applicable. The Successful Bidder shall also furnish a copy of such statements as documentary proof to the Owner.
4. That if the Successful Bidder is not covered under the Employees State Insurance Act, 1952 then it shall be the duty of the Successful Bidder to take appropriate insurance cover under the Workmen Compensation Act and take Group Personal Accident Policy for all the employees deputed at the project site.
5. The Successful Bidder has to issue the employee's Identity card with their photos and shall also maintain relevant register.
6. That the Successful Bidder shall give leave/holiday to its workforce as per the provisions of labor laws applicable
7. Every person deployed by the Successful Bidder in a Plant must wear safety gadgets to be provided by the Successful Bidder

8. Any statutory clearance, permission required for the work, its completion, commissioning shall be in the Successful Bidder's scope.
9. The Successful Bidder will be required to obtain License from the office of the Labor Commissioner for the required strength of labor, before commencement of work at site and the same shall be maintained updated and valid throughout the currency of the Work Order
10. If any amount becomes payable by the Owner as a result of any claim or application in terms of the provisions or non-compliance of provision of the any Acts, and the Rules and Regulations, By-laws or the Orders made there under, applicable from time to time, such amounts shall be recoverable from the Successful Bidder for which the Owner will not be responsible for any compensation.
11. That the Successful Bidder would obey with all applicable laws and maintain all such necessary records as necessitated under such enactments
12. The Successful Bidder shall also indemnify the Owner against any claims, compensations, damages, loss, liquidated damages etc. for breach and / or non-fulfillment of the prevailing Rules and Regulations and other statutory provisions in force from time to time and applicable to the work during the currency of Work Order
13. The Successful Bidder shall comply with other statutory provisions of Law. The Successful Bidder shall comply with all applicable laws, ordinances, approved standards, rules and regulations, and shall procure all necessary municipal and governmental permits, licenses and inspection and shall pay all fees and charges in connection with the items covered by the Work Order. The Successful Bidder shall serve the Owner harmless as a result of any in factions thereof. Successful Bidder will be solely liable for all non-compliances. The following are some of the major Government of India Acts and Regulations to be complied with by the Successful Bidder. The List is illustrative and not exhaustive.
  - a. The Factories Act of 1948 (63 to 1948) and Amendments and Rules (Amended up to date)
  - b. The Electricity Act, 2003 and rules made there under
  - c. The Indian Boiler Regulation Act, 1950 and rules made there under
  - d. The Minimum Wages Act, 1948
  - e. The Employees Compensation Act 1923 and Amendment Act 2010
  - f. The Payment of Wages Act 1936 and Amendment Act 2012
  - g. Payment of Bonus Act 1965 and amended up to date.
  - h. Contract Labor Regulations& Abolition Act 1970
  - i. Interstate Migrant Workmen (Regulations) Act 1979

## **10.2 Bankruptcy**

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

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

### **10.3 Notice**

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

### **10.4 Canvassing not Permitted**

1. Bidder should not canvass their offer personally or otherwise by approaching the Chairman or the Member of the Owner. If any Bidder wants to make any representation regarding his offer, he should write to the General Manager (Power), if he desires, but personal and oral representations are not permitted.
2. In spite of the above clear instructions, any Bidder is found to canvass his offer through personal approach to the competent authority or the officials of the Owner, their offer will be rejected without assigning any reason and the firm even is blacklisted.

### **10.5 Indemnification**

The Successful Bidder shall fully indemnify, save harmless and defend Owner, Owner's shareholders, the Owner, and the directors, agents and employees of the Owner (the "Owner Indemnified Parties") from and against any and all claims, including reasonable legal costs, (collectively the "Damages") by third Parties in respect of death or bodily injury or in respect to loss or damage to any property (other than the Plant or part there of not yet taken over) which arises out of or in consequence of the Services whilst the Successful Bidder has responsibility for the care of the works to the extent resulting from Successful Bidder's or their agents or employees intentional act, negligence, or strict liability or omission in the performance of the Services hereunder; provided that the foregoing obligation shall not apply to the extent the Owner Indemnified Parties are contributory negligent or strictly liable or to the extent such damages are caused by the intentional acts or omissions of the Owner Indemnified Parties. The Successful Bidder shall provide Undertaking of Indemnity, in the form of Annexure 12 of this document.

### **10.6 Arbitration**

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

## **10.7 Governing Law**

The Work Order shall be construed and interpreted in accordance with and governed by the laws of India.

## **10.8 Jurisdiction**

The matter related to any dispute or difference arising out of the RFP subsequent Work Orders shall be subject to the exclusive jurisdiction of Court at Ahmedabad only.

## **10.9 Completion of Work**

1. Upon the Successful Bidder fulfilling the entirety of its obligations under the Work Order to the satisfaction of the Owner and subject to terms and conditions of the Work Order, it shall become eligible to apply for a Completion Certificate. The General Manager of the Owner shall formally issue the Completion Certificate, after verifying from the completion documents and satisfying himself that the Works under the Work Order have been completed in accordance with all the provisions of this Work Order. The Successful Bidder, after obtaining the Completion Certificate shall become eligible to present the final bill for the Works executed by it under the Work Order
2. Upon completion of Works under the Work Order and before the application for the Completion Certificate, the Successful Bidder shall clear the project of the Owner of all rubbish, dirt, structures, scrap, oily rags etc. Failure to clear the project may constrain the Owner to clear the said site at the risk and cost of the Successful Bidder
3. The Successful Bidder shall provide the Owner with any and all documents/records/proofs that may be demanded before issuance of Completion Certificate

## **10.10 Limitation of Liability**

Notwithstanding any other provisions, except in cases of criminal negligence or willful misconduct:

1. Whether expressed or implied, in no event, whether as a result of breach of Work Order, warranty, indemnity, tort (including negligence) strict liability or otherwise, shall either Party be liable to the other for loss of the Work Order, loss of profit or revenue, loss of use, loss of data or information, loss of power, cost of replacement power, increased cost of operation and cost of capital or for any indirect, special, collateral or consequential damages
2. The aggregate liability of the Successful Bidder to the Owner, whether under the Work Order, in tort or otherwise, shall not exceed the total Work Order Value, provided that this limitation shall not apply to any obligation of the Successful Bidder to indemnify the Owner with respect to patent infringement.

## **10.11 Accident and Responsibilities of Successful Bidder**

1. The entire responsibility on account of any accidents, damage or personal injury which may occurred to any of the Successful Bidder's vehicles/ equipment or his/its employees, or any outside party shall be exclusively that of the Successful Bidder and

no claim whatsoever shall be entertained by the Owner on this account. The Successful Bidder shall keep the Owner indemnified from all the consequences.

2. In the event of any breakdown or accident during the course of any operation, the Successful Bidder shall notify the facts to the Project Authority, or any other officer immediately present there of such incidence and shall simultaneously make adequate remedial arrangements on his/its own cost and risk and as per the instruction of the Project Authority
3. The Successful Bidder shall pay all claims, damages and compensation with cost arising out of or resulting there from to the third party(s) and in case the Owner would be required to face any proceedings all to pay any amount on the aforesaid account, it shall be deemed to have been discharged on behalf of the Successful Bidder, the same amount shall be recovered half-an hour rest interval in between. The Successful Bidder shall ensure that the attendance of all the supplied manpower shall be taken through biometric attendance machine.

### **10.12 Foreclosure**

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

### **10.13 Force majeure**

1. Force majeure is herein defined as any cause which is beyond the control of the Successful Bidder or the Owner as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Work Order, such as:
2. Natural phenomena such as flood, draughts Cyclone, earthquake and epidemics, declaration of war
3. Acts of any government, including but not limited to war, declared or undeclared priorities, quantities, embargoes, providing either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such cases.
4. The Successful Bidder will advise, in the event of his having resort to this clause by a registered letter duly certified by the statutory authorities, the beginning and end of the cause of delay, within fifteen (15) days of the occurrence and cessation of such Force Majeure condition. In the event of delay lasting over two (2) months, if arising out of Force Majeure, the Work Order may be terminated at the discretion of the Owner.

5. For delay arising out of Force Majeure, the Successful Bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of force Majeure and neither company nor the Successful Bidder shall be liable to pay extra costs (like increase in rates, remobilization, advance, idle charges for labor and machinery etc.) provided it is mutually established that the Force Majeure conditions did actually exist
6. If any of the Force Majeure conditions exists in the place of operation of the Successful Bidder even at the time of submission of bid, he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations
7. The Successful Bidder or the Owner shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/ or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time

## Part 3: Instructions to Bidders

### 1. Introduction

#### 1.1 Bidding process overview

GMDC has adopted a single stage two packet envelope Bidding system with evaluation as per lowest cost based (L1) method as detailed out in Section 6 of Part 3 of this document.

Price Bid shall be submitted online through <https://gmdctender.nprocure.com>. The Bids for which the Price Bid is submitted in hard copy / physical form shall be rejected as non-responsive.

Complete Bid shall be submitted on or before the time and date fixed for submission of technical and price Bids as detailed in Section 1.6 of Part 3 of this document. Bids delivered after the due dates will be rejected.

The Bidders need to offer their Bids which conform to the scope of work and terms and conditions detailed in Part 2 of this document.

As a first step, evaluation of Technical Bid will be conducted as per Section 6.2 of Part 3 of this document. Post the evaluation of Technical Bids, the Price Bids of only those Bidders meeting the pre-qualification detailed in Sections 5.1 of Part 3 of this document shall be opened.

Subsequently, a Price Bid evaluation of qualified Bidders will be carried out as per Section 6.3 of Part 3 of this document. The Bidder quoting the lowest price among all the participating bidders, shall be considered as the 'Preferred Bidder'.

#### 1.2 Due diligence

Before Bidding, the Bidder shall undertake and shall be deemed before Bidding to have undertaken a thorough study of the proposed work, the job(s) involved, the Plant conditions, the labor, power, water, material and equipment availability, transport and communication facilities and temporary offices and accommodation quarters, and all other factors, constraints, and facilities necessary for the formulation of the Bid, supply of materials and the performance of the work.

The intending Bidders shall be deemed to have visited the Plant and familiarized themselves thoroughly with the working conditions at the Plant before submitting the Bid. Non-familiarity with the Plant conditions will not be considered a reason either for extra claims or for not carrying out the work in strict conformity with the specifications.

It will be imperative on each Bidder to acquaint himself of all local laws, conditions and factors which may have any effect on the execution of works and supplies under the Bid document. In their own interest, Bidder is requested to familiarize themselves with (but not limited to) the Indian Income Tax Act 1961, Indian Companies Act 2013, Customs Act 1962, Factory Act, Contract Labor Act 1970, Arbitration Act 1996, EPF Act 1952, Employees State Insurance Act (ESI) 1948 & other related applicable Acts and Laws & Regulations of India, with their latest amendments, as prevalent in India. Owner shall not entertain any request for clarification from the Bidder regarding such local conditions.

It must be understood and agreed that such factors have properly been investigated and considered while submitting the Bid. No claim for financial and other adjustments to the Work Order price, on account of lack of clarity or proper understanding of such factors, shall be entertained.

### 1.3 Acknowledgement by Bidder

By submitting the Bid, the Bidder acknowledges that:

1. It has made a complete and careful examination of the scope of work and terms and conditions mentioned in Part 2 of this document
2. It has made available all the relevant information requested by GMDC
3. It accepts the risks of inadequacy, or error due to improper due diligence on its part as described in Section 1.2 of Part 3 of this document
4. It does not have any conflict of interest
5. It is bound by the undertakings provided by it under and in terms hereof

GMDC shall not be liable for any omission, mistake, or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by GMDC.

### 1.4 Cost of Bidding

The Bidders shall be responsible for all the costs associated with the preparation of their Bids and their participation in the Bid Process. GMDC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

### 1.5 RFP Fee

Bidder shall have to submit non-refundable RFP Document/RFP Fee of INR 17,700 (i.e., RFP fee of INR 15,000 plus 18% GST). The RFP Document Fee shall be submitted in the form of a Demand Draft in favor of "**Gujarat Mineral Development Corporation Limited**" and **payable at Ahmedabad** along with the Bid as per marking and sealing section. This Demand Draft for RFP document shall be non-refundable. Bids that are not accompanied by the RFP Fee in acceptable amount and form shall be considered non-responsive and shall be consequently rejected.

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

### 1.6 Schedule of Bidding

The key activities and timelines for the Bidding process have been detailed below. While GMDC shall endeavor to adhere to the timelines, it is subject to Approvals and other external contingencies.

Category	Activity	Schedule
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Category	Activity	Schedule
<b>RFP release</b>	Issuance of BidPackage to Bidders	RFP shall be available from <b>30<sup>th</sup> October 2023</b> from the website <a href="http://www.gmdcltd.com">http://www.gmdcltd.com</a> and <a href="https://gmdctender.nprocure.com">https://gmdctender.nprocure.com</a>
<b>Bid submission and evaluation</b>	Online submission of Price Bid	Bidders shall submit their Price Bids online on <a href="https://gmdctender.nprocure.com">https://gmdctender.nprocure.com</a> on or before <b>17<sup>th</sup> November 2023</b>
	Submission of Technical Bid (hard copy), RFP Fee in person	Bidders shall submit their Technical Bids strictly after the submission of the Price Bid but on or before <b>18<sup>th</sup> November 2023 up to 1700 hrs.</b> at the following address:  Gujarat Mineral Development Corporation Ltd Khanij Bhavan, 132-Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad- 380052  The Technical Bid, RFP fee shall be made by Speed Post / RPAD / Hand / Courier
<b>Vendor selection</b>	Evaluation of Technical and Price Bids and selection of Vendor	To be informed to the Bidder after the Bid submission date

## 2. Bid requirements

### 2.1 Bid validity

Bids shall remain valid for a period of not less than 180 (one hundred and eighty) days from the Bid submission date (described as 'Bid Validity Period'). The Bid shall be considered non-responsive if such Bid is valid for a period less than the Bid Validity Period.

In exceptional circumstances, prior to expiry of the original Bid Validity Period, relevant authorities from GMDC may request the Bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its Bid Security / EMD. A Bidder agreeing to the request will not be required or permitted to modify his Bid but will be required to extend the validity of his Bid Security/EMD for the period of the extension, and in compliance with Section 2.5 of Part 3 of this document in all respects.

### 2.2 Number of Bids by Bidder

No Bidder shall submit more than one Bid pursuant to this RFP. If a Bidder submits or participates in more than one Bid, such Bids by the Bidder shall be disqualified.

### 2.3 Governing law and jurisdiction

The Bidding process shall be governed by and construed in accordance with the Indian laws and the courts at Ahmedabad, Gujarat shall have exclusive jurisdiction over all disputes arising under, pursuant to, and / or in connection to the Bidding process.

## **2.4 GMDC's right to accept and reject any Bids or all Bids**

Notwithstanding anything contained in this RFP, GMDC reserves the rights to accept or reject any Bid and to annul the Bidding process / Bid evaluation process and reject all Bids at any time without any liability or any obligations for such acceptance, rejection, or annulment, without assigning any reasons thereof.

It shall be deemed that by submitting the Bids, the Bidder agrees and releases GMDC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and / or performance of any obligations hereunder, pursuant hereto and / or in connection to the Bidding process and waives, to the fullest extent permitted by Applicable Laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

Without prejudice to the generality of the above terms, GMDC reserves the right to reject any Bid if:

1. The Bid does not meet the technical eligibility and qualification criteria specified in this RFP
2. A material misrepresentation is made or discovered at any time, or if the Bidder is found to be indulging in fraudulent and corrupt practices
3. The Bidder does not provide, within the time specified by GMDC, the supplemental information sought by GMDC for evaluation of the Bid
4. The Bidder submits a conditional Bid

If such disqualification / rejection occurs after the Bids have been opened and the Preferred Bidder as per award criteria gets disqualified / rejected, then GMDC reserves the right to consider the next best Bidder or take any other measure as may be deemed fit in the sole discretion of GMDC, including annulment of the process.

## **2.5 Earnest Money Deposit (EMD) / Bid Security**

The Bidder shall furnish a separate Bid Security (described as 'Earnest Money Deposit') as part of its Bid as per the given format. The Bid Security / EMD shall be sealed in separate sealed envelope along with the RFP fee, as described in Section 4.4 of Part 3 of this document. An amount of INR 2.5 Lakhs shall be provided as EMD by the banks approved by the Government of Gujarat from time to time except for co-operative banks, in favor of "Gujarat Mineral Development Corporation Ltd." The list of approved banks has been listed in Annexure 15.

The EMD shall be in any of the below mentioned format:

1. Account payee Demand Draft / Banker's Cheque
2. Direct bank transfer (IMPS / NEFT / RTGS) to bank details specified in Annexure 16

Any Bid not accompanied with valid Earnest Money Deposit and RFP fee in the acceptable amount, form, and validity period will be summarily rejected by GMDC as being non-responsive and Bids of such Bidder shall not be evaluated further. The Bidder shall also submit a blank cheque along with the bid submission, providing the Bidder's bank details to GMDC

GMDC shall not be liable to pay any interest on the Bid Security/EMD deposit and the same shall be interest free.

The EMD shall be furnished in Indian Rupees only.

The Bid Security of unsuccessful Bidders will be returned by GMDC, as promptly as possible on acceptance of the Bid of the Preferred Bidder or if and when GMDC cancels the Bidding process. Where Bid Security has been paid by Demand Draft/ Banker's Cheque deposit, the refund thereof shall be in the form of an account payee demand draft in favor of the unsuccessful Bidder(s). Bidders may, by specific instructions in writing to GMDC, give the name and address of the person in whose favor the said demand draft shall be drawn by GMDC for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.

The Preferred Bidder's EMD will be returned, without any interest, upon the Preferred Bidder signing the Agreement and furnishing the Performance Security in accordance with the provision thereof or if and when GMDC cancels the Bidding.

GMDC shall be entitled to forfeit and appropriate the Bid Security as damages inter alia in any of the events specified below. The Bidder, by submitting its Bid, shall be deemed to have acknowledged and confirmed that GMDC will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

1. If a Bidder engages in corrupt, fraudulent, coercive, undesirable, or restrictive practices as specified in Section 8 of Part 3 of this document
2. If a Bidder withdraws its Bid during the Bid validity period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and GMDC
3. In the case of a Successful Bidder if it fails within the specified time limit:
  - a. to sign and return the duplicate copy of LOA
  - b. to sign the Agreement within the time period specified by GMDC

to furnish the Performance Security within the period prescribed therefore in the RFP, or commits any breach prior to furnishing the Performance Security

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

### **3. Pre-Bid activities**

#### **3.1 Content of the RFP**

This RFP comprises of the content listed below and may additionally include any addenda issued in accordance with Section 3.2 of Part 3 of this document.

Part 1: Introduction

Part 2: Terms of reference / Scope of work

Part 3: Instructions to Bidders

Part 4: Annexures

### **3.2 Amendment of Bidding documents**

At any time prior to the Bid submission date, GMDC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of an addenda/corrigendum.

Any addendum/corrigendum issued hereunder will be in writing and shall be uploaded on GMDC's website <http://www.gmdcltd.com> and <https://gmdctender.nprocure.com>.

In order to afford the Bidders a reasonable time for taking an addendum into account, or for any other reason, GMDC may, in its sole discretion, extend the Bid submission date.

## **4. Preparation and submission of Bids**

### **4.1 Language of Bid**

The Bids and all related correspondence and documents in relation to the Bidding process shall be in English language. All supporting documents and printed literature furnished by the Bidders with the Bid may be in any other language provided that they are accompanied by translations in the English language, duly authenticated and certified by the Bidder.

The Bidders shall ensure that any number mentioned in the Bid shall be followed by words in relation to such numerical format of the number, and in the event, there is a conflict in the numerical and the word format of the number, the number provided in words shall prevail.

### **4.2 Bid currency**

All prices quoted in the Bid shall be quoted in Indian National Rupee(s) (INR).

### **4.3 Format and signing of Bid**

The Bidder shall provide all the information sought under this RFP. GMDC will evaluate only those Bids that are received in the required formats and complete in all respects.

The Bid must be properly signed by the authorized signatory as detailed below:

1. Proprietor, in case the Bidder is a proprietary firm, or
2. Duly authorized person holding a Power of Attorney, in case Bidder is either a Limited Company or a Limited Liability Partnership firm

In case of the Bidder being Company incorporated under Indian Companies Act 1956/2013, the Power of Attorney shall be supported by a Board Resolution in favor of the person vesting power to the person signing the Bid.

### **4.4 Sealing and marking of Bids**

#### **4.4.1 EMD and RFP fee**

The RFP fee as specified in Section 1.5 of Part 3 shall be sealed in an envelope on which the following shall be super scribed:

**“RFP No. GMDC/Power/ATPS/11/23-24 for Selection of Contractor for Condition Assessment of Plant Civil Structures / Components at GMDC’s 2X125 MW Akrimota Thermal Power Station (ATPS), Gujarat – EMD and RFP Fee”.**

**4.4.2 Technical Bid**

The technical Bid shall be submitted in hard copy and shall include the following documents:

S. No	Reference	Document details
1	Annexure 5	Letter of Bid submission signed by authorized signatory of Bidder
2	Annexure 6	Bidder’s experience and credentials <ul style="list-style-type: none"> <li>- Certificate of Incorporation, Pan Card, GSTIN registration in case of individual bidder</li> <li>- Evidence for work experience of similar nature – copy of work order, Contract and completion certificate, or Contract awarded, and threshold amount received if client documents are confidential.</li> <li>– The bidder must possess all the required test machines, which must be owned by the bidder (rentals are not allowed, and bills must be submitted)</li> </ul>
3	Annexure 7	Revenue statement on auditor's / CA's letterhead, signed with seal
4	Annexure 8	No blacklisting certificate on stamp paper
5	Annexure 9	No deviation certificate
6	Annexure 10	Authorization of signatory in the form of Board Resolution/ or Power of Attorney (POA notarized and Applicable in case of Bid not being signed by the person directly authorized by the firm), as applicable
7	Annexure 11	Undertaking
8	Annexure 12	Undertaking of Indemnity
9		RFP documents issued along with updated addendums/amendments thereto, duly signed by the Bidder through its authorized signatory on all pages.

The documents required as part of the Technical Bid shall be submitted in hard copy in person as per the required format. All the documents shall be placed and sealed in an envelope on which the following shall be super scribed:

**“RFP No. GMDC/Power/ATPS/11/23-24 for Selection of Contractor for Condition Assessment of Various Civil Structures / Components at GMDC’s 2X125 MW Akrimota Thermal Power Station (ATPS), Gujarat – Technical Bid”.**

Both envelopes specified in Sections 4.4.1 and 4.4.2 shall be placed in an outer envelope and the following shall be super scribed:

**“RFP No. GMDC/Power/ATPS/11/23-24 for Selection of Contractor for Condition Assessment of Various Civil Structures / Components at GMDC’s 2X125 MW Akrimota Thermal Power Station (ATPS), Gujarat – Bid Submission”.**

The envelopes shall be submitted to the address mentioned in Section 1.6

#### **4.4.3 Price Bid**

Price Bid shall be duly filled by the Bidder at designated places on <https://gmdctender.nprocure.com> as per the format provided in the Annexure 10.

#### **4.5 Bid submission date**

The last date and time of submission of the Bids (the “Bid submission date”) are specified in Section 1.6. The Bidders shall duly submit their Technical and Price Bids according to the dates specified.

GMDC may, in its sole discretion, extend the Bid submission date by issuing an addendum uniformly for all Bidders as per Section 3.2. In such event, the extended Bid submission date shall be applicable for all Bidders. Any such change in the Bid submission date shall be notified to the Bidders by uploading the addenda on GMDC’s website <http://www.gmdcltd.com> and <https://gmdctender.nprocure.com>.

#### **4.6 Late submission**

Physical submissions for Technical Bid, EMD, and RFP fee received by GMDC after the specified time and date shall not be eligible for consideration and shall be summarily rejected.

GMDC shall not be responsible for any delay or non-receipt / non-delivery of any documents/ or technical issues pertaining to online Bid. The Bidder is expected to take its registration for e-bidding well in time and complete all procedure relating to e-submission well in time so that there is time for handling any technical glitches. Bidders who are not familiar with the procedure for online Bidding may use the training made available by e Bidding platform nProcure. The contact details of nProcure are as follows:

**nCode Solutions (A Division of GNFC Ltd.)**

**403, GNFC Infotower, Bodakdev,**

**Ahmedabad - 380054. India**

**Sales : 079- 4000 7323**

**Support : 079- 4000 7300**

**Email : [nprocure@ncode.in](mailto:nprocure@ncode.in)**

#### **4.7 Modification and withdrawal of Bids**

Bidder shall not be able to modify any part of its Bid after the Bid submission date. In order to avoid forfeiture of Bid Security, a Bidder may withdraw its Bid after online submission thereof. The Bidder may modify, substitute, or withdraw its Bid online after submission, prior to the Bid submission date.

Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid submission date, unless the same has been explicitly sought for by GMDC, shall be disregarded.

## 5. Bid evaluation criteria

### 5.1 Pre-qualification criteria

S. No	Parameter	Supporting documents
1	At least one office in India which has been operational for the last three years or more	Company incorporation certificate, Pan card and GSTIN Registration Certificate should be provided for individual bidders
2	Not blacklisted by any Public Sector Undertaking (PSU) / Central or State Government in India / Central or State Government undertaking	No blacklisting certificate on 300 Rs. Stamp paper
3	Average audited annual revenue of INR 1 Cr per annum for last three years (FY2020 to FY2022)	Revenue statement on auditor's / CA's letterhead, signed with seal
4	At least one Contract of similar works <sup>1</sup> of value > INR 62 Lakhs, or two Contracts of value > INR 39 Lakhs, or three Contracts of value > INR 31 Lakhs in the last seven years (FY2017 to FY2023)	Relevant portions of the Work Order /Contract / completion certificate for Contracts undertaken

### 5.2 Financial criteria

The Bidders meeting the pre-qualification criteria shall be considered as qualified Bidders. The Price Bid of only the qualified Bidders shall be opened.

The Bidders shall be required to quote the Lumpsum Charges for condition assessment of civil components for the project, as per the format provided in Annexure 13, through online submission of Price Bids.

The Bidder quoting the lowest price (L1) among the qualified Bidders, shall be declared as the Preferred Bidder. In case of a tie among two or more qualified Bidders, the Bidders with the highest average audited annual revenue per annum for last three years (FY2020 to FY2022), shall be considered the Preferred Bidder.

<sup>1</sup>Similar works include – Condition assessment / Remnant life assessment / Fitness for service of various civil structures / equipment in process industries (power, oil & gas, chemicals, paint, cement, metal) in India.

## **6. Bid evaluation process**

### **6.1 Opening of technical Bid**

The Bidder's names, the presence or absence of requisite RFP Fee and Bid Security and such other details, as GMDC in its sole discretion may consider appropriate, shall be announced at the opening of Technical Bid.

GMDC will subsequently examine and evaluate Technical Bids in accordance with the provisions set out hereunder in Section 6.2.

### **6.2 Evaluation of technical Bid**

The Bidders shall be required to submit documents as per Section 4.4.2 along with supporting documents. GMDC shall examine and evaluate the Technical Bids as per the evaluation steps specified below.

#### **6.2.1 Test of responsiveness**

Prior to evaluation of the Technical Bids, GMDC shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:

1. The EMD, RFP Fee and Technical Bids are submitted in hard copy as per the appropriate formats in person as per Section 4.4.1 and 4.4.2 within the Bid submission date
2. The Price Bid is submitted online as per the appropriate format within the Bid submission date
3. It does not contain any conditionality
4. It is not non-responsive to the terms hereof and any other condition specified elsewhere in the RFP

GMDC reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by GMDC in respect of such Bid.

Evaluation of pre-qualification criteria and document checks of only those Bidders shall be carried out whose Bids determined to be responsive.

#### **6.2.2 Assessment of pre-qualification criteria**

GMDC shall examine and evaluate the pre-qualification of each Technical Bid upon determining its responsiveness as per Section 6.2.1.

The Bidder must meet pre-qualification criteria specified in Section 5.1 and have submitted all documents as per Section 4.4.2 in order to qualify for next stage of assessment.

### **6.3 Evaluation of Price Bid**

The Bidders shall be required to submit documents as per Section 4.4.3. GMDC shall examine and evaluate the Price Bids as per the evaluation steps specified below.

### **6.3.1 Opening of Price Bid**

The Price Bids of only the Bidders determined to be responsive and meeting the Pre-Qualification Criteria in accordance with Section 6.2 shall be opened.

### **6.4 Identification of Preferred Bidder**

The Bidder quoting the lowest price (L1) among the qualified Bidders, shall be declared as the Preferred Bidder. In case of a tie among two or more qualified Bidders, the Bidders with the highest average audited annual revenue per annum for last three years (FY2020 to FY2022), shall be considered the Preferred Bidder.

After discussions at the discretion of GMDC, the LOA would be granted to the Preferred Bidder who would then be the Successful Bidder.

### **6.5 Clarification of Bids and request for information**

To facilitate evaluation of Bids, GMDC may, at its sole discretion, seek in writing / in-person meetings, clarifications / documents / missing information from any Bidder pertaining to its Bid. If the response from the Bidder is not received by GMDC before the expiration of the deadline prescribed in the written request, GMDC reserves the right to proceed with the evaluation process at the total risk and cost of the Bidder.

### **6.6 Verification and disqualification**

GMDC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by GMDC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by GMDC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of GMDC there under.

GMDC reserves the right to reject any Bid and / or appropriate EMD if:

1. At any time, a material misrepresentation in terms of misleading or false representation is made or uncovered, or
2. The Bidder does not provide, within the time specified by GMDC, the supplemental information sought by GMDC for evaluation of the Bid
3. In case of fraudulent Bid and the Bidder is found to be involved in fraudulent and corrupt practice as per Section 8
4. In case the Bidder has any conflict of interest as per Section 9
5. A Bidder makes an effort to influence GMDC in its decisions on the evaluation process/ selection process
6. While evaluating the Bid, if it comes to GMDC's knowledge expressly or implied, that some Bidders may have compounded in any manner whatsoever or otherwise joined to form an alliance resulting in distorting competitive price discovery or delaying the processing of proposal
7. Record of poor performance such as abandoning the work, rescinding of Work Order for which the reasons are attributable to the non-performance of the Bidder, consistent history of litigation awarded against the applicant or financial failure due to bankruptcy.

8. A Bidder submits or participates in more than one Bid under this RFP

If such disqualification / rejection occurs after the Bids have been opened and the Preferred Bidder as per award criteria gets disqualified / rejected, then GMDC reserves the right to consider the next best Bidder or take any other measure as may be deemed fit in the sole discretion of GMDC, including annulment of the process.

In case it is found during the evaluation of Bids or at any time before signing of the Work Order or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification criteria/ technical criteria have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Bidder either by issue of the LOA or entering into the Work Order, and if the Successful Bidder has already been issued the LOA or has entered into the Work Order, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by GMDC to the Successful Bidder or the Bidder, as the case may be, without GMDC being liable in any manner whatsoever to the Successful Bidder or the Bidder. In such an event, GMDC shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to GMDC under the RFP and/or the Work Order.

### **6.7 Contacts during Bid evaluation**

Bids shall be deemed to be under consideration immediately after they are opened and until such time GMDC makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested Parties are advised to refrain, save and except as required under the Bidding documents, from contacting by any means, GMDC and/ or their consultants/ employees/representatives on matters related to the Bids under consideration.

### **6.8 Correspondence with Bidder**

Save and except as provided in this RFP, GMDC shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

### **6.9 Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising GMDC in relation to, or matters arising out of, or concerning the Bidding process. GMDC will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. GMDC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or GMDC or as may be required by law or in connection with any legal process.

## **7. Appointment of Bidder**

### **7.1 Notification of award**

Prior to expiry of the Bid Validity Period, GMDC shall notify the Preferred Bidder as the Successful Bidder in Writing that their Bid has been accepted. This letter ("Letter of Award"/ "LOA") shall be issued, induplicate, and shall specify the sum which GMDC shall pay to the Successful Bidder and sum that the Successful Bidder shall pay to GMDC in consideration of scope as per the terms of Work Order.

Successful Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Bidder is not received by the stipulated date, GMDC may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as damages on account of failure of the Successful Bidder to acknowledge the LOA, and the next eligible and qualified Bidder may be considered.

### **7.2 Signing of Work Order**

After acknowledgement of the LOA as aforesaid by the Successful Bidder, it shall cause the Successful Bidder, subject to furnishing the Performance Security as per the RFP provisions, to execute/sign the Agreement within the 07 (seven) days from the date of LOA.

After the signing of the Work Order, the Successful Bidder shall be called the "Contractor".

### **7.3 Performance Security**

The Successful Bidder shall furnish Performance Security to GMDC for securing the due and faithful performance of its obligations under the Agreement, within 7 (seven) days from the date of acceptance of LOA, in the form of Demand Draft or an unconditional and irrevocable bank guarantee (Annexure 14) for amount of equivalent to 10% (Ten percent) of the Lumpsum Charges for the condition assessment of civil structures / components (without GST), payable to GMDC by the Successful Bidder (the "Performance Security") from the banks approved by the Government of Gujarat from time to time except for co-operative banks. Such Performance Security shall be in favor of "Gujarat Mineral Development Corporation Ltd" and admissible and payable at Ahmedabad branch from the banks approved by the Government of Gujarat from time to time except for co-operative banks.

The Successful Bidder will be bounded for conflict resolution for a period of 12 (twelve) months after the completion of the Work Order. Hence, the Bidder shall maintain a valid and binding Performance Security for a period of 24 (twenty-four) months. The Bidder shall ensure that the Performance Security shall subsist in full force and effect in terms hereof, throughout the tenure of the Work Order and thereafter until expiry of three months. In case tenure of the Work Order is extended then the Bidder shall have to renew Performance Security for a period of extended tenure.

If the Successful Bidder, fails to furnish the Performance Security, it shall be lawful for GMDC to forfeit the EMD and cancel the Contract or any part thereof.

GMDC shall be entitled to forfeit and appropriate the amount of the Performance Security in whole or in part:

1. in the event GMDC requires to recover any sum due and payable to it by the Bidder including but not limited to damages; and which the Bidder has failed to pay in relation thereof; and
2. in relation to Bidder's breach in accordance with the terms contained in the Agreement

At any time during the Validity Period, the Performance Security has either been partially or completely been encashed by GMDC in accordance with the provision of the Work Order, the Bidder shall within 15 (fifteen) days of such encashment either replenish, or provide a fresh Performance Security, as the case may be, failing which GMDC shall be entitled to terminate the Work Order.

At the end of the tenure of the Work Order, the Performance Security shall be returned to the Bidder without any interest, subject to any deductions which may be made by GMDC in respect of any outstanding dues under the terms of the Agreement.

#### **7.4 Proprietary data**

Subject to the provisions of Section 6.9, all documents and other information provided by GMDC or submitted by Bidder to GMDC shall remain or become the property of GMDC. Bidder is to treat all information as strictly confidential. GMDC will not return any Bid, or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Bidder to GMDC in relation to the assignment pursuant to the scope of work / terms of reference shall be the property of GMDC.

#### **7.5 Tax liability**

The rates quoted in Price Bid Annexure 13 shall be inclusive of all taxes, duties, surcharge Levies etc. as applicable except applicable Goods and Service Tax. Applicable GST at the time of invoicing shall be reimbursed by GMDC.

GMDC shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.

### **8. Fraudulent and corrupt practices**

The Bidders and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Bidding process and subsequent to the issue of the LOA and during the subsistence of the Work Order. Notwithstanding anything to the contrary contained herein, or in the LOA or in the Work Order, GMDC may reject a Bid, withdraw the LOA, or terminate the Work Order, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder or as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice in the Bidding process. In such an event, GMDC shall be entitled to forfeit and appropriate the EMD, as the case may be, without prejudice to any other right or remedy that may be available to GMDC under the Bidding documents and/ or the Contract, or otherwise. In case of cancellation of Work Order, if already awarded, GMDC shall be entitled to recover from the Bidder the amount of any loss arising from such cancellation in accordance with provisions of RFP document.

Without prejudice to the rights of GMDC hereinabove and the rights and remedies which GMDC may have under the LOA or the Work Order or otherwise if a Bidder as the case may

be, is found by GMDC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding process, or after the issue of the LOA or the execution of the Work Order and/or otherwise, such Bidder shall not be eligible to participate in any RFP or RFP issued by GMDC during a period of 2 (two) years from the date of identification of such practice.

For the purposes of this Section 8, the following terms shall have the meaning hereinafter respectively assigned to them:

1. **“Corrupt practice”** shall mean (i)the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of GMDC who is or has been associated in any manner, directly or indirectly, with the Bidding process or the LOA or has dealt with matters concerning the Work Order or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of GMDC, shall be deemed to constitute influencing the actions of a person connected with the Bidding process); or (ii) engaging in any manner whatsoever, whether during the Bidding process or after the issue of the LOA or after the execution of the Work Order, any person in respect of any matter relating to the LOA or the Work Order or otherwise, who at any time has been or is a legal, financial or technical adviser of GMDC in relation to any matter concerning the assignment
2. **“Fraudulent practice”** shall mean a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding process
3. **“Coercive practice”** shall mean impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding process
4. **“Undesirable practice”** shall mean(i)establishing contact with any person connected with or employed or engaged by GMDC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding process; or (ii)having a Conflict of Interest as per Section 9
5. **“Restrictive practice”** shall mean forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding process

## **9. Conflict of Interest**

The Bidder shall not have a conflict of interest that may affect the selection process. Any Bidder found to have a conflict of interest shall be disqualified. In the event of disqualification, GMDC shall forfeit and appropriate the Bid Security, if available, or as mutually agreed genuine pre-estimated compensation and damages payable to GMDC for, inter alia, the time, cost, and effort of GMDC including consideration of such Bid, without prejudice to any other right or remedy that may be available to GMDC hereunder or otherwise.

GMDC requires that the appointed Bidder provide professional, objective, and impartial advice and at all times hold GMDC's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of GMDC.

Without limiting the generality of the above, shall be deemed to have a conflict of interest affecting the selection process, if the relationship between two Bidders is established through common holding, either directly or through associates, of at least 26% holding of equity/profit sharing in another company/firm, or in each other and other terms as specified hereunder:

1. The Bidder, its member or associate (or any constituent thereof) and any other Bidder, its member or associate (or any constituent thereof) have common controlling Ownership interest. Common controlling Ownership interest for Company, Limited Liability Partnership Firm is defined as follows. Associates of the Bidding firm shall mean parent and/or subsidiary and/or sister concerned firm having meaning specified in definition Section:
  - a. **If Bidder is a Company:** In such case, the Bidder (including its associate or any shareholder thereof of Bidder and/or its associates) possessing over 26% of the paid up and subscribed capital in its own company or associate as the case may be, also holds:
    - i. more than 26% of the paid up and subscribed equity capital in the other Bidder, its member or associate of such other Bidder or associates is company and/or
    - ii. More than 26% of profit sharing in other Bidder or associates such other Bidder or associates is a Limited Liability Partnership firm and/or
  - b. **If Bidder is a Limited Liability Partnership Firm:** In such case, the Bidder or its partners or associate having a profit sharing of more than 26% of such Bidder or its partners or associate as the case may be also holds:
    - i. more than 26% of the paid up and subscribed equity capital in the other Bidder or associate of such other Bidder, its member or associates is company and/or
    - ii. more than 26% of profit sharing in other Bidder or its associates such other Bidder or its associates is a Limited Liability Partnership firm and/or
2. A constituent of such Bidders is also a constituent of another Bidders, or
3. Such Bidders receive or has received any direct or indirect subsidy or grant from any other Bidder/s, or has provided any such subsidy to any other Bidders, or
4. Such Bidder has the same legal representative for purposes of this Bid as any other Bidders or
5. such Bidders have a relationship with another Bidders, directly or through common third Parties, that puts them in a position to have access to each other's' information about, or to influence the Bid of either or each of the other Bidders or
6. there is a conflict among this and other assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Bidder will depend on the circumstances of each case. While providing services to GMDC for

this assignment, the Bidder shall not take up any assignment that by its nature will result in conflict with the present assignment.

7. The Bidder shall furnish an affirmative statement as to the existence of, or potential for conflict of interest on the part of the Bidder due to prior, current Contracts, engagements, or affiliations with GMDC. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Bidder to complete the requirements as given in the RFP.

## Part 4: Annexures

Annexure No.	Description
Annexure 1	List of Priority 1 Civil Structures/ Components for condition assessment
Annexure 2	List of Priority 2 Civil Structures/ Components for condition assessment
Annexure 3	Plant layout
Annexure 4	Indicative reporting format
Annexure 5	Letter of bid submission
Annexure 6	Bidders experience and credentials
Annexure 7	Revenue statement
Annexure 8	No blacklisting certificate
Annexure 9	No deviation certificate
Annexure 10	Format for power of attorney
Annexure 11	Undertaking regarding genuines of documents
Annexure 12	Undertaking of indemnity
Annexure 13	Indicative format of Price bid
Annexure 14	Format for Bank Guarantee towards Performance Security
Annexure 15	List of approved banks for Performance Security
Annexure 16	Bank details for EMD bank transfer

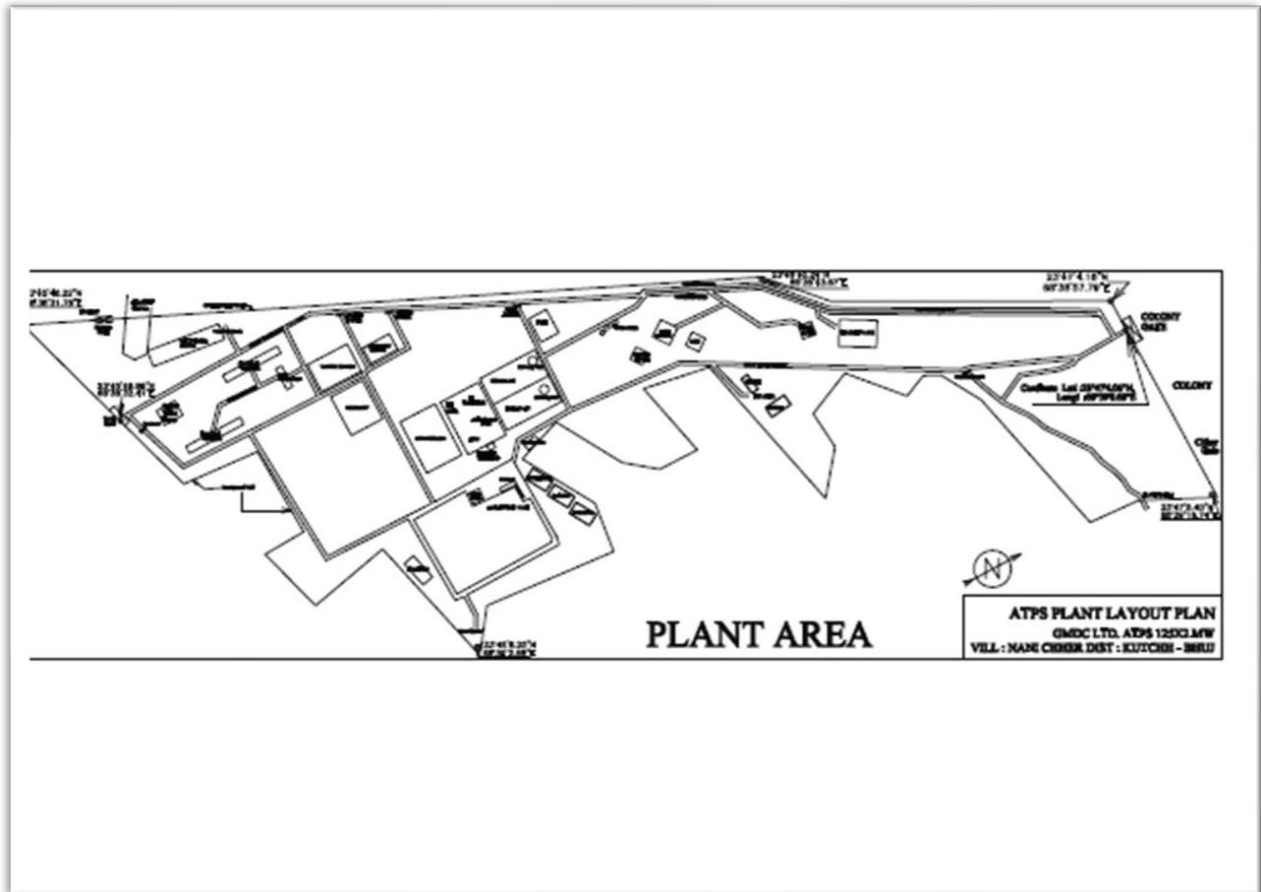
**Annexure 1: List of Priority 1 Civil Structures / Components for condition assessment**

*(Attached separately)*

**Annexure 2: List of Priority 2 Civil Structures / Components for condition assessment**

*(Attached separately)*

### Annexure 3: Plant layout



## Annexure 4: Indicative Reporting format

Name of Plant/ Building: \_\_\_\_\_

Description: \_\_\_\_\_

Location: \_\_\_\_\_

Contact person: \_\_\_\_\_

Inspection report date: \_\_\_\_\_

Inspected by: \_\_\_\_\_

Sr. No.	Description	Observations	Corrective Remarks
<b>A)</b>	<b>Visual Inspection</b>		
<b>1</b>	Foundation strata		
	<ul style="list-style-type: none"> <li>Settlement of columns</li> </ul>		
	<ul style="list-style-type: none"> <li>Settlement of walls</li> </ul>		
	<ul style="list-style-type: none"> <li>Cracks in columns., walls, joint at plinth</li> </ul>		
<b>2</b>	Superstructure inspection		
	<ul style="list-style-type: none"> <li>Cracks in columns/rusting of steel / exposed steel</li> </ul>		
	<ul style="list-style-type: none"> <li>Cracks in beams/ rusting of steel /exposed steel</li> </ul>		
	<ul style="list-style-type: none"> <li>Cracks in slabs/ rusting of steel, /exposed steel</li> </ul>		
	<ul style="list-style-type: none"> <li>Cracks in external walls</li> </ul>		
	<ul style="list-style-type: none"> <li>Cracks in internal walls</li> </ul>		
<b>3</b>	Leakages & dampness in external walls		
<b>4</b>	Toilet leakages, cracks		

5	Terrace water proofing inspection		
6	Leakage & dampness on the top floor slab		
7	Inspection of water tank above terrace		
8	Inspection of underground water tank		
9	Leakages & damages in plumbing lines/ waterlines, drainage lines		
10	Electrical line		
11	Details of last repairs		
	<ul style="list-style-type: none"> <li>• Date</li> </ul>		
	<ul style="list-style-type: none"> <li>• Cost of repair work</li> </ul>		
	<ul style="list-style-type: none"> <li>• What was repaired?</li> </ul>		
12	Date of construction of building		
13	R.C.C/ load bearing structure		
14	Idea about foundation strata from surrounding areas & enquiry		
15	High flood level		
	<ul style="list-style-type: none"> <li>• HFL during this monsoon</li> </ul>		
	<ul style="list-style-type: none"> <li>• HFL during last five years</li> </ul>		
16	Any cracks observed during earthquake		
17	Architectural plans available		
18	Structural plans available		
19	Building plan approval date		
<b>B)</b>	<b>Tests Recommended</b>		

<b>20</b>	Rebound hammer test		
	<ul style="list-style-type: none"> <li>• Concrete core cutting</li> </ul>		
	<ul style="list-style-type: none"> <li>• Half-cell potential test for determining the probability of corrosion in embedded steel</li> </ul>		
	<ul style="list-style-type: none"> <li>• Carbonation test for carbonation depth measurement for steel</li> </ul>		
	<ul style="list-style-type: none"> <li>• Ultrasonic pulse velocity test (UPV) for strength assessment of concrete</li> </ul>		
	<ul style="list-style-type: none"> <li>• Integrity test for pile foundations</li> </ul>		
<b>21</b>	Repairs/ retrofit suggested		
<b>22</b>	Conclusion		
<b>23</b>	<b>Review of repairs carried out</b>		

Structural Engineer

License No.

Attachments:

1. Drawings
2. Photographs

## **Annexure 5: Letter of Bid submission**

(To be printed on Bidder's letterhead)

Dated:

To,  
General Manager (Power),  
Gujarat Mineral Development Corporation Ltd  
Khanij Bhavan,  
132-Ring Road, Gujarat University Ground, Vastrapur,  
Ahmedabad- 380052

**Subject:** Submission of Bid towards Request for Proposal (RFP) for Selection of Contractor for Condition Assessment of Plant Civil Structures / Components at GMDC's 2X125 MW Akrimota Thermal Power Station (ATPS), Gujarat

Dear Sir/Madam,

We, the undersigned, offer to provide the condition assessment of various plant civil structures / components for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Bid. We are hereby submitting our Bid, which includes this Technical Bid, and a Price Bid, as follows.

1. Physical submission of Technical Bid, EMD and RFP Fee, as per the requirement of the RFP
2. Online submission of Price Bid as per the requirement of the RFP

We are submitting our Bid in individual capacity. We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If discussions are held during the period of validity of the Bid, i.e., before the date indicated in RFP, we undertake to discuss on the basis of the proposed personnel. Our Bid is binding upon us and subject to the modifications resulting from commercial discussions.

We undertake, if our Bid is accepted, to initiate the civil condition assessment services related to the assignment not later than the period specified in the RFP.

We understand you are not bound to accept any proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

## Annexure 6: Bidder's experience and credentials

### A – Pre-Qualification Criteria

#### 1. Bidder's organization

[Provide here a brief description of the background and organization of your firm/entity. The brief description should include Ownership details, date, and place of incorporation of the firm, objectives of the firm etc. Provide supporting documents such as Certificate of Incorporation, MOA, AOA, GSTIN Registration, which may be applicable etc.]

#### 2. Similar works by Bidder

[Using the format below, provide information on each project for which your firm, was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out job similar to the ones specified in Pre-Qualification Criteria set forth in the RFP (If possible, the Bidder shall specify exact job for which experience details may be submitted)]

Parameter	Response
Name of work	
Description of work	
Value of the Contract (in INR)	
Duration of the work (in months)	
Start date (month and year)	
End date (month and year)	

Similar works shall mean condition assessment / remnant life assessment / fitness for service of various civil structures / equipment in process industries (power, oil & gas, chemicals, paint, cement, metal) in India as part of one Work Order/ Contract

The Bidder must provide document evidence including relevant portions of the Work Order / Contract / completion certificate for contracts undertaken.

## Annexure 7: Revenue statement

(To be printed on Statutory Auditor's/ Registered Chartered Accountant's letterhead)

I hereby declare that I have scrutinized and audited the financial statement of M/s. \_\_\_\_\_ . Following is the audited revenue for the last three years and the net worth for the last year.

Years	Revenue (INR Cr)
2019-2020	
2020-2021	
2021-2022	

Years	Net worth (INR Cr)
As on 31 <sup>st</sup> March 2022	

\_\_\_\_\_  
(Signed and Sealed by the statutory auditor/Registered Chartered Accountant)

## **Annexure 8: No blacklisting certificate**

(To be printed on stamp paper of value INR 300)

### **Format for Affidavit certifying that the Entity/Promoter/s / Director/s of Bidder are not black listed**

#### **No-Blacklisting Affidavit**

I M/s. \_\_\_\_\_ (Name of the Bidder), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by Government of Gujarat (GoG) / any other entity of GoG or blacklisted by any state government or central government / department / Local Government / agency in India or from abroad from participating in Project/s, either individually or as member of a Consortium as on the \_\_\_\_\_ (Bid submission date).

We further confirm that we are aware that our Bid for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 2023.

Name of the Bidder:

Signature of the Authorized person:

Name of the Authorized person:

## **Annexure 9: No Deviation Certificate**

(To be printed on Bidder's letterhead)

Dated:

To,  
General Manager (Power),  
Gujarat Mineral Development Corporation Ltd  
Khanij Bhavan,  
132-Ring Road, Gujarat University Ground, Vastrapur,  
Ahmedabad- 380052

**Subject:** No deviation certificate regarding Bid for Request for Proposal (RFP) for Selection of Contractor for Condition Assessment of Plant Civil Structures/ Components at GMDC's 2X125 MW Akrimota Thermal Power Station (ATPS), Gujarat

Dear Sir/Madam,

We \_\_\_\_\_ (Name of the Bidder), confirm our acceptance to all terms and conditions mentioned in the RFP document, and all subsequent clarifications, in totality and withdraw all deviations raised by us, if any.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

## Annexure 10: Format for Power of Attorney

(On stamp paper of value INR 300)

KNOW ALL MEN by these presents that we, \_\_\_\_\_ [name of the firm], a FIRM incorporated under the and having its Registered Office/ office at \_\_\_\_\_ [Address of the Company firm] (hereinafter referred to as "Company/firm"):

WHEREAS in response to the RFP for \_\_\_\_\_ [Name of the Assignment] ("Project"), the Company/ firm is submitting Bid comprising Technical Bid physically while Price Bid through online submission for the project and GMDC and is desirous of appointing an attorney for the purpose thereof.

WHEREAS the Company deems it expedient to appoint Mr. \_\_\_\_\_ son / daughter of \_\_\_\_\_ resident of \_\_\_\_\_, holding the post of \_\_\_\_\_ as the Attorney of the Company/firm.

NOW KNOW WE ALL BY THESE PRESENTS, THAT \_\_\_\_\_ [name of the company/firm] do hereby nominate, constitute and appoint \_\_\_\_\_ [name & designation of the person] \_\_\_\_\_ as its true and lawful Attorney of the Company/ firm to do and execute all or any of the following acts, deeds and things for the Company/ firm in its name and on its behalf, that is to say:

To act as the Company's/firm's official representative for submitting the Bid comprising Technical Bid and Price Bid for the said project and other relevant documents in connection therewith;

To sign all the necessary documents, papers, testimonials, applications, representations and correspondence necessary and proper for the purpose aforesaid;

To RFP documents, receive and make inquiries, make the necessary corrections and clarifications to the Proposal and other documents, as may be necessary;

To do all such acts, deeds, and things in the name and on behalf of the Company as necessary for the purpose aforesaid.

<p>The common seal of [name of the company/firm] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Director sheld on ____Day of, 2023 in the presence of [name &amp; designation of the person] and countersigned by [name&amp; designation of the person] of the Company/firm of [name of the company]</p>	<p>_____</p> <p>[name &amp; designation of the person]</p> <p>_____</p> <p>[name &amp; designation of the person]</p>
--	---

## **Annexure 11: Undertaking**

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of RFP, and we are liable to any punitive action for furnishing false information / documents.

Dated this \_\_\_\_\_ day of 2023.

Signature

(Company Seal)

In the capacity of duly authorized to sign Bids for and on behalf of:

Signed by

Authorized Signatory with designation

## **Annexure 12: Undertaking of Indemnity**

(To be printed on Bidder's letterhead)

Dated:

To,  
General Manager (Power),  
Gujarat Mineral Development Corporation Ltd  
Khanij Bhavan,  
132-Ring Road, Gujarat University Ground, Vastrapur,  
Ahmedabad- 380052

Dear Sir/Madam,

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

### Annexure 13: Indicative format of Price Bid

(This is indicative format for Bidder's reference only. The PRICE PROPOSAL SHOULD BE SUBMITTED ONLINE ONLY at designated places through <http://gmdctender.nprocure.com>. Price Bid should not be submitted in hard copy and or placed with Technical Bid. Prices submitted in hard copy and or placed with Technical Bid shall result in outright rejection of Bid)

Dated:

To,  
General Manager (Power),  
Gujarat Mineral Development Corporation Ltd  
Khanij Bhavan,  
132-Ring Road, Gujarat University Ground, Vastrapur,  
Ahmedabad- 380052

**Subject:** Price Bid for Request for Proposal (RFP) for Selection of Contractor for Condition Assessment of Plant Civil Structures / Components at GMDC's 2X125 MW Akrimota Thermal Power Station (ATPS), Gujarat

Dear Sir,

After thoroughly reading and accepting the RFP terms, understanding the requirements, and scope of work under this RFP, and its terms and conditions, we hereby agree to provide our services at the following rates

Description	Total Amount (in INR, excl. GST)
Lumpsum Charges for condition assessment of plant civil structures / components as per services indicated in Section 3 of Part 2 in the RFP	

Note:

The Bidder to quote charges inclusive of all other taxes except applicable GST. Applicable GST, over and above approved Lumpsum Charges for condition assessment of plant civil structures / components, at the time of invoicing shall be reimbursed by GMDC subject to submission of proof of depositing the same with the GST Authority. The risk of applicability of any taxes, duties, and levies except GST, shall rest with the Bidder.

GMDC shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.

Each Bidder must quote their rates after through reading of this RFP document and estimates of its cost through detailed due diligence of the Plant, statutory laws/regulations. GMDC reserves right to seek any clarifications regarding price quoted from bidders before any decisions.

**Annexure 14: Format for Bank Guarantee towards Performance Security**

Please note, the following details for compulsory e-confirmation for Bank Guarantee through ICICI Bank through SFMS under our:

**Bank Name: ICICI BANK LTD.  
IFS Code: ICIC0000024  
UIC GMDC530265584 for Field 7037.**

Name of the Bank :  
Address :  
Guarantee No :  
Name of the Contractor : M/s \_\_\_\_\_  
Date of Expiry :  
Limit to liability : Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_  
only)

**Ref:** RFP bearing No. \_\_\_\_\_

**Subject: Bank Guarantee towards Security Deposit.**

Date.....2023

**To**

**General Manger (\_\_\_\_),**  
Gujarat Mineral Development GMDC.  
132 Ft Ring Road, Near University Ground  
Vastrapur, Ahmedabad.

Dear Sir,

In consideration of Gujarat Mineral Development GMDC (hereinafter called "GMDC") which expression shall unless repugnant to the subject of context include his successors and assigns having agreed to exempt **M/s** \_\_\_\_\_(hereinafter called "Contractor") from demand under the terms and conditions of "Technical Bid Document" ( hereinafter called the said "Bidding Document") issued by the GMDC vide RFP \_\_\_\_\_ . **The present** Bank Guarantee is

towards Security Deposit (SD) of Bid in terms of Clause No. \_\_\_\_\_ of Chapter – \_\_\_\_\_ of the afore-said bidding document for the due fulfillment by the Contractor of the terms and conditions contained in the said Bidding Document on production of Bank Guarantee for **Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)**

- 1) We the \_\_\_\_\_ (Name of the Bank) hereinafter referred to as “Bank” having our registered office at \_\_\_\_\_ do hereby undertake and agree to indemnify and keep indemnified GMDC to extent of **Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** against any losses, damage cost, charges and expenses caused to or suffered by or that may be caused or suffered by GMDC by reason of any breach or breaches by the Contractor of any of the terms and conditions contained in the said Bidding Document and unconditionally pay the amount claimed by GMDC on demand and without demur to the extent aforesaid.
- 2) We \_\_\_\_\_ (Name of the Bank) do hereby undertake to pay the amounts due and payable under the guarantee without any demur merely on a demand by you stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by you by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Bidding Document by reason of the Contractor’s failure to perform according to the terms and conditions of said Bidding Document. Any such demand on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding **Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)**.
- 3) We \_\_\_\_\_ (Name of the Bank) further agree that GMDC shall be the sole judge of and as to whether the Contractor has committed any breach or breaches of terms and conditions of the said Bidding Document and the extent of loss, damages, costs, charges and expenses caused to or suffered by or that may caused to or suffered by GMDC on account hereof to the extent of the Bid Security required to be deposited by the Contractor in respect of the said document and the decision of GMDC that the Contractor has committed such breach or breaches and as to the amount or amounts of loss, damages, costs, charges, and expenses caused to or suffered by or that may be caused to or suffered by GMDC shall be final and binding on us.
- 4) We \_\_\_\_\_ (Name of the Bank) undertake to pay to the GMDC any money so demanded notwithstanding any dispute or disputes raised by the said Contractor (s) in any suit or proceeding pending before any forum of law relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the said Contractor (s) shall have no claim against us for making such payment.
- 5) We \_\_\_\_\_ (Name of the Bank) further agree that guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance on the said Bidding Document and that it shall continue to be enforceable till you certify that terms and conditions of the said Bidding Document have been fully and properly carried out by the said Contractor and accordingly discharge the guarantee. Unless a demand or claim under this guaranteed is made on us in writing on or before the (date) \_\_\_\_\_ we shall be discharged from all liability under this guarantee thereafter.
- 6) We \_\_\_\_\_ (Name of the Bank) further agree with you that you have the fullest liberty without our consent and without affecting in any manner our obligations

hereunder to vary any of the terms and conditions of the said Bidding Document or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by you against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Bidding Document and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor or for any forbearance act or omission on your part or any indulgence by you to the said Contractor or any such matter or thing whatsoever under the law relating to sureties would but for this provision have effect of so relieving us. The Bank further agrees that in case this guarantee is required for a longer period, the bank may extend the same.

- 7) We \_\_\_\_\_ (Name of the Bank) further undertake to unconditionally pay the amount claimed by GMDC merely on demand and without demur to the extent aforesaid.
- 8) We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of GMDC in writing.
- 9) This Guarantee will not be discharged due to the change in the constitution of the Bank or the said Contractor.
- 10) The Bank has under its constitution power to give this guarantee and \_\_\_\_\_ Mr. \_\_\_\_\_ who has signed it on behalf of the Bank have authority to do so.

Yours faithfully

For.....

(Name of the Bank)

Notwithstanding anything contained hereinabove

- (I) Our liability under this Bank Guarantee shall not exceed **Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)**
- (II) This Bank Guarantee is valid up to \_\_\_\_\_ (Date).
- (III) We are liable to pay the guarantee amount or any part thereof under this bank Guarantee only and only if you serve upon us a written claim or a demand on or before \_\_\_\_\_ (date).
- (IV) This bank guarantee is operative only when accompanied with SFMS advice from us.

Yours faithfully

For \_\_\_\_\_(Name of the Bank)

## **Annexure 15:List of approved banks for EMD, RFP Fee, Performance Security**

The following list of banks can get updated from time to time as per the latest notice provided by the Government of Gujarat. The Bidder can provide EMD / RFP Fee / Performance Security from any of the approved banks by the Government of Gujarat in the latest notice, except for the co-operative banks.

Acceptance of Bank Guarantee as  
Security Deposit and Earnest  
Money Deposit.

**Government of Gujarat**

**Finance Department**

GR. No.: FD/MSM/e-file/4/2023/0057/D.M.O.

Date: 21/04/2023

Read: FD GR. No.: EMD/4/2022/0002/DMO Dt. 20/05/2022

**Preamble:**

Tendering authorities of the State Government and its Boards/Corporations/PSUs frequently take Bank Guarantee from the bidders towards Security Deposit and Earnest Money Deposit. The State Government had issued the list of eligible banks vide above read resolutions of this department dated 20/05/2022.

After careful consideration, the Government has decided to approve the list of Banks whose Bank Guarantees would be accepted for the purpose mentioned above. It has now been decided to resolve as follows:

**Resolution:**

Government Departments and State Government Boards / Corporations / PSUs would accept Bank Guarantee (towards Security Deposit and Earnest Money Deposit) issued by any of the banks included in the **Annexure I**, attached to this Resolution.

The tendering authority will be required to ascertain the authenticity of the Bank Guarantee and set up necessary internal control procedures.

By order and in the name of the Governor of Gujarat.

  
(S. Chhakechhuak)

Additional Secretary (Budget)  
Finance Department

**To,**

The Secretary to His Excellency Governor of Gujarat, Raj Bhavan, Gandhinagar

Principal Secretary to Hon. Chief Minister

PS to Hon. Finance Minister

PS to all Hon. Ministers, State Ministers and Deputy Ministers

PS to Chief Secretary

PS to Principal Secretary, Finance Department

PS to Secretary (EA), Finance Department

PS to Secretary (Expenditure), Finance Department

PS to Additional Secretary (B), Finance Department

All Administrative Departments, Sachivalaya, Gandhinagar

System Manager, Finance Department for put up on GSWAN website

Select File DMO-Finance Department

**Annexure I.**

**Finance Department, GR. No.: FD/MSM/e-file/4/2023/0057/D.M.O.**

Date: 21/04/2023

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

❖ **All Nationalized Banks**

(B) Guarantees issued by the following Banks will be accepted as SD/EMD for the period up to March 31, 2024. The validity cut-off date in the GR is with respect to the date of issue of Bank Guarantee irrespective of the date of termination of Bank Guarantee.

Sr No	Name of Banks	Sr No	Name of Banks
1	AXIS Bank	17	Kotak Mahindra Bank
2	AU Small Finance Bank	18	South Indian Bank
3	Bandhan Bank	19	Standard Chartered Bank
4	BNP Paribas	20	Tamilnadu Mercantile Bank
5	City Union Bank	21	Utkarsh Small Finance Bank
6	CSB Bank	22	The Kalapur Commercial Co-op. Bank
7	DBS Bank India Limited	23	Ahmedabad Mercantile Co-op. Bank
8	DCB Bank	24	Nutan Nagarik Sahakari Bank Ltd.
9	Equitas Small Finance Bank	25	Rajkot Nagarik Sahakari Bank Ltd.
10	FEDERAL Bank	26	Saraswat Co-Operative Bank Ltd
11	HDFC Bank	27	SVC Co-Operative Bank LTD.
12	HSBC Bank	28	The Gujarat State Co-operative Bank
13	ICICI Bank	29	The Mehsana Urban Co-Op. Bank Ltd
14	IndusInd Bank	30	The Surat District Co-Operative Bank Ltd
15	Karnataka Bank	31	The Surat People's Co-Op. Bank Ltd
16	Karur Vysya Bank	32	Saurashtra Gramin Bank

**All the eligible banks are instructed to collect the original documents/papers of guarantee from the concerned tendering authority.**

  
(S. Chhakchhuak)

Additional Secretary (Budget)  
Finance Department

-----XXXXX-----

Annexure 16: Bank details for EMD bank transfer

SESHAASAI (M) F.V.15 - 2019

28/12/12 N 51

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

**RIVILEGE**  
 RASHTRIYA

Pay Rupees

Ac No. 002405019379

*Cancel*

₹

FOR GUARANT MINERAL DEVE CORP LTD

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

VALID FOR THREE MONTHS ONLY

D	D	M	M	Y	Y	Y	Y	Y	Y

OR ORDER

AUTHORISED SIGNATORIES  
 Please sign above

11 19 1099 11 3802290021 0 19379 29