



## **Gujarat Mineral Development Corporation Limited**

### **Tender Document for:**

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Selection of Contractor for Comprehensive Operations of  
Boiler, Turbine, Generator and Auxiliaries, and Balance of  
Plant (BoP) of GMDC's 2x125 MW Akrimota Thermal Power  
Station (ATPS)

**Tender Number: GMDC/POWER/ATPS/16/23-24**

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**General Manager (Power)**

**Gujarat Mineral Development Corporation Ltd.**

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

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

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[www.gmdcltd.com](http://www.gmdcltd.com)**



## Table of Contents

<b>TABLE OF CONTENTS</b> .....	<b>2</b>
<b>1. PURPOSE OF THE DOCUMENT</b> .....	<b>8</b>
<b>2. ABOUT GMDC</b> .....	<b>8</b>
<b>3. LOCATION OF WORK</b> .....	<b>8</b>
<b>4. ABOUT ATPS</b> .....	<b>8</b>
<b>5. GENERAL INSTRUCTIONS TO BIDDERS</b> .....	<b>9</b>
5.1. COST OF BIDDING .....	9
5.2. DUE DILIGENCE .....	9
5.3. CLARIFICATION OF BIDDING DOCUMENTS.....	9
5.4. AMENDMENT OF TENDER DOCUMENT .....	9
5.5. CONTACT DETAILS .....	10
5.6. LANGUAGE OF BID .....	10
5.7. LATE BIDS .....	10
5.8. RIGHT TO ACCEPT PROPOSAL.....	10
5.9. SITE VISIT.....	10
5.10. PERIOD OF VALIDITY OF BIDS .....	11
5.11. SUB-CONTRACT .....	11
5.12. CONSORTIUM / JOINT VENTURE .....	11
5.13. CHANGE IN LAW .....	11
5.14. INTERPRETATION .....	12
5.15. DECLARATION .....	12
5.16. AMENDMENT OF WORK ORDER .....	12
5.17. ESCALATION IN CONTRACT AMOUNT .....	12
<b>6. EARNEST MONEY DEPOSIT</b> .....	<b>14</b>
<b>7. TENDER PROCESSING FEE</b> .....	<b>14</b>
<b>8. SECURITY DEPOSIT</b> .....	<b>15</b>
<b>9. PROCEDURE FOR SUBMISSION OF THE BID</b> .....	<b>16</b>
<b>10. ELIGIBILITY AND QUALIFICATION CRITERIA OF BIDDER</b> .....	<b>17</b>
10.1. EXPERIENCE.....	17
10.2. FINANCIAL .....	18
10.3. STATUTORY .....	18
10.4. SITE VISIT CERTIFICATE.....	19
<b>11. EVALUATION OF BIDS</b> .....	<b>19</b>
11.1. SCORING CRITERIA .....	19
11.2. COMPLETENESS OF BIDS.....	21
11.3. TENDER DOCUMENT CLARIFICATIONS.....	21
11.4. REJECTION OF BID .....	21
11.5. OPENING OF BIDS .....	22



11.6. EVALUATION OF TECHNICAL BID.....	22
11.7. EVALUATION OF PRICE BID.....	23
11.8. DETERMINATION OF COMPOSITE SCORE.....	24
11.9. SELECTION OF BIDDER .....	24
11.10. DISCUSSION .....	24
11.11. ACCEPTANCE OF LOI AND AWARD OF CONTRACT (WORK ORDER) .....	24
<b>12. SCOPE OF WORK.....</b>	<b>25</b>
<b>13. PERIOD AND DURATION OF WORK .....</b>	<b>35</b>
<b>14. LIQUIDATED DAMAGES (LD) .....</b>	<b>35</b>
<b>15. GOODS &amp; SERVICE TAX.....</b>	<b>36</b>
<b>16. INSURANCE .....</b>	<b>36</b>
<b>17. PAYMENT TERMS .....</b>	<b>37</b>
<b>18. STATUTORY OBLIGATIONS.....</b>	<b>39</b>
<b>19. BANKRUPTCY.....</b>	<b>41</b>
<b>20. NOTICE .....</b>	<b>42</b>
<b>21. CANVASSING NOT PERMITTED.....</b>	<b>42</b>
<b>22. TERMINATION OF CONTRACT.....</b>	<b>42</b>
<b>23. ARBITRATION .....</b>	<b>43</b>
<b>24. GOVERNING LAW .....</b>	<b>43</b>
<b>25. JURISDICTION.....</b>	<b>43</b>
<b>26. NON-FULFILLMENT OF TERMS AND CONDITION OF THE CONTRACT .....</b>	<b>43</b>
<b>27. COMPLETION OF WORK .....</b>	<b>44</b>
<b>28. ACCIDENT AND RESPONSIBILITIES OF BIDDER .....</b>	<b>44</b>
<b>29. FORECLOSURE .....</b>	<b>45</b>
<b>30. FORCE MAJEURE .....</b>	<b>46</b>
<b>ANNEXURE A: INSTRUCTION TO BIDDERS FOR ONLINE TENDERING.....</b>	<b>47</b>
<b>ANNEXURE B: APPROVED BANKS .....</b>	<b>49</b>
<b>ANNEXURE C: BANK DETAILS FOR RTGS.....</b>	<b>50</b>
<b>ANNEXURE D: SERVICE LEVEL AGREEMENTS – OPERATIONS OF BTG AND BOP SYSTEMS .....</b>	<b>51</b>
APPENDIX I: WATER QUALITY COMPLIANCE .....	53
APPENDIX II: DM WATER CONSUMPTION .....	54
APPENDIX III: SPECIFIC HFO CONSUMPTION .....	55
APPENDIX IV: SOOT BLOWING COMPLIANCE.....	56
APPENDIX V: MAIN STEAM TEMPERATURE.....	57
APPENDIX VI: HOT REHEAT STEAM TEMPERATURE .....	58



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APPENDIX VII: MANPOWER AVAILABILITY.....	59
APPENDIX VIII: PLANT TRIPPING DUE TO HUMAN ERRORS .....	60
<b>ANNEXURE E: MANPOWER DEPLOYMENT FOR OPERATIONS WORK.....</b>	<b>61</b>
<b>ANNEXURE F: FLOWCHARTS.....</b>	<b>64</b>
<b>FORM PA .....</b>	<b>66</b>
<b>FORM PB.....</b>	<b>67</b>
<b>FORM PC .....</b>	<b>68</b>
<b>FORM PD .....</b>	<b>69</b>
<b>FORM PE.....</b>	<b>70</b>
<b>FORM PF .....</b>	<b>71</b>
<b>FORM PG .....</b>	<b>72</b>
<b>FORM PH – TECHNICAL BID.....</b>	<b>73</b>
<b>PRICE BID FORM – PP .....</b>	<b>74</b>
<b>FORMAT OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD) .....</b>	<b>75</b>



## TENDER NOTICE

**Tender Number: GMDC/POWER/ATPS/16/23-24**

<b>Place of work</b>	2x125 MW Akrimota Thermal Power Station, Village: Nanichher, Taluka: Lakhpat, District: Kutch, Gujarat.
<b>Brief description of work</b>	The work involves Comprehensive Operations of Boiler, Turbine, Generator and Auxiliaries, and Balance of Plant (BoP) of GMDC's 2x125 MW Akrimota Thermal Power Station (ATPS)
<b>Period of contract</b>	The contract period will be of <b>one year from the date of</b> acceptance of LOI. Further, there shall be a provision for extension for up to <b>one year</b> , as per the same terms and conditions with a further extension provision as per discretion of GMDC.
<b>Availability of tender</b>	Tender document will be available on the GMDC website (www.gmdcltd.com) and nprocure portal ( <a href="https://tender.nprocure.com">https://tender.nprocure.com</a> ). Bids shall be required to be submitted online on the nprocure portal ( <a href="https://tender.nprocure.com">https://tender.nprocure.com</a> ).
<b>EMD (Earnest Money Deposit)</b>	Rs. 9,00,000/- (Rupees Nine Lakhs Only) in any one of following form <ul style="list-style-type: none"><li>➤ DD in favour of GMDC Ltd, payable at Ahmedabad</li><li>➤ Digital Mode: Please note if payment is made through digital mode, kindly submit the receipt of the same in the attached documents. RTGS details for payment (Annexure-C): ICICI Bank, Ahmedabad Branch, Account Number: 002405019379 IFSC: ICIC 0000024</li><li>➤ Bank Guarantee issued by banks approved by Govt. Of Gujarat from time to time (except Co-Operative bank) in the form and manner acceptable to GMDC (Govt. GR is attached in Annexure B for approved banks). It should be valid for a period of not less than 6 (six) months from the last date of submission of bid.</li></ul>



	<b><i>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.</i></b>
<b>Tender processing fee</b>	<p><b>Rs. 15,000/-</b> (Rupees Fifteen Thousand Only) plus GST @ 18% aggregating to <b>Rs. 17,700/-</b> payable by Demand Draft/digital mode payment drawn in favor of “GMDC Ltd.” payable at Ahmedabad.</p> <p>Please note if payment is made through digital mode, kindly submit the receipt of the same in the attached documents. RTGS details for payment (Annexure C): ICICI Bank, Ahmedabad Branch, Account Number: 002405019379 IFSC: ICIC 0000024</p> <p><b><i>Relaxation in terms of submission of tender processing fee shall be given to the bidder who is holding valid certificate issued under the MSME Act, 2006 on the date of submission of tender.</i></b></p>
<b>Commencement of tender</b>	22/12/2023
<b>Last date for download the tender document</b>	16/01/2024 up to 18:00 hours
<b>Last date of submission of bid through online</b>	16/01/2024 up to 18:00 hours
<b>Last date of submission of physical documents i.e., EMD, Tender Processing Fee etc.</b>	16/01/2024 up to 18:00 hours at Corporate Office, GMDC, Ahmedabad
<b>Date and time for online opening of preliminary bid</b>	16/01/2024 up to 18:05 onwards at Corporate Office, GMDC, Ahmedabad
<b>General and important terms and conditions</b>	<ol style="list-style-type: none"><li>1. GMDC reserves absolute right/discretion to accept and/or reject any or all the tenders received or invite fresh bid at any stage or split the work between more than one bidder as the case may be.</li><li>2. The bidders are required to quote the rate strictly as per the terms and conditions mentioned in the tender</li></ol>



document. Conditional tender shall not be entertained and will be rejected summarily without assigning any reasons, whatsoever.

3. GMDC may issue amendments/corrigendum in the tender documents, schedule, forms etc. at any time during the period between publication of notice and submission of bids of the tender on website. The bidders in their own interest are advised to visit the website regularly till the last date of submission of the bid. No separate newspaper advertisement will be released for amendments/corrigendum.
4. GMDC reserves the rights to modify or alter any condition of the tender.
5. The bidders are advised to submit their price bid online on <https://www.tender.nprocure.com> only. Physical price bid shall not be accepted and shall be rejected summarily without assigning any reasons, whatsoever.
6. Failure to submit bid online in stipulated time due to any reason whatsoever by any bidder shall result in disqualification of bid. In such circumstances, bid submitted physically along with supporting documents, tender processing fees, EMD amount etc. shall not be considered as bid submitted and the same will be returned back to the bidder without opening the same. GMDC reserves the right to take suitable decision in this regard.



## **1. Purpose of the Document**

The tender (this document) floated by GMDC (Gujarat Mineral Development Corporation Limited); a Government of Gujarat Enterprise is to select a successful bidder which would be responsible for Comprehensive Operations of Boiler, Turbine, Generator and Auxiliaries, and Balance of Plant (BoP) of GMDC's 2x125 MW Akrimota Thermal Power Station (ATPS) at the quoted commercials and executed contract terms & conditions.

## **2. About GMDC**

Gujarat Mineral Development Corporation Limited herein after referred to as GMDC, a Government of Gujarat Enterprise, is a pioneer company in the field of mining for more than five decades, catering to the needs of the minerals and solid fuel for the industries based in Gujarat. GMDC's mining activities are spread all over Gujarat. It is currently dealing in minerals like lignite, bauxite, fluorspar, ball clay, silica sand and manganese. GMDC has also set up a 250 MW lignite based thermal power station at Nanichher in Kutch, wind power plant of 200 MW at Maliya, Jodiya, Godsar, Bhanvad, Bada, Varvada, Rojmal, and a solar power plant of 5 MW at Panandhro project.

## **3. Location of Work**

The work is to be carried out at Akrimota Thermal Power Plant Station (ATPS) located in village Nanichher of Lakhpat taluka in Kutch district of the Gujarat State. The project is located about 150 kms from Bhuj. The nearest railway station and airport is at Bhuj.

## **4. About ATPS**

GMDC has 2x125 MW thermal power project called ATPS. Both the units have been in commercial operation since March 2005. It is getting lignite from its own mines located at Mata no Madh and Umarsar. The water requirement for the power plant is taken from the nearest Kori creek through a 1.4 KM long sea water intake channel. The CFBC boiler is used here as it is environment friendly and controls sulphur in the flue gas emission. A 100-meter-thick green belt surrounds the entire site. The state-of-the-art technology DCS has been used.

## **5. General Instructions to Bidders**

The section aims to provide guidelines/instructions for bidders, to be used while submitting the proposals.

### **5.1. Cost of Bidding**

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

### **5.2. Due Diligence**

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

### **5.3. Clarification of Bidding Documents**

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

### **5.4. Amendment of Tender Document**

At any time before the deadline for submission of bids, GMDC may modify the tender document for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document by amending, modifying and/or supplementing the same. Any amendments/modifications in the tender document would be displayed on GMDC web site and all such amendments shall be binding on the bidder without any further act or deed on GMDC part. In the event of any amendment, GMDC reserves the right to extend the deadline for the submission of the bids, to allow prospective bidders reasonable time in which to take the amendment into



account while preparing their bids. GMDC may at its sole discretion, extend this deadline for submission of bids by amending the bid documents.

### **5.5. Contact Details**

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

General Manager (Power)

Gujarat Mineral Development Corporation Ltd.

Khanij Bhavan, 132' Ring Road, University Ground,

Vastrapur, Ahmedabad 380 052

☎EPABX: 079-27913501, 27913200Extn.No:1760

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

### **5.6. Language of Bid**

All proposals and various documents related to these proposals should be in English language. All correspondence between GMDC and the bidder would also be in English language. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation in English language.

### **5.7. Late Bids**

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

### **5.8. Right to Accept Proposal**

GMDC, reserves the right to accept or reject any proposal, and to annul the proposal process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or any obligation to inform the affected consortium of the grounds for such decision.

### **5.9. Site visit**

Bidders advised to visit the site to study the actual working conditions before submission of the bid and shall have to submit the site visit declaration in the prescribed format. The



information/details given in the tender document are only to describe the magnitude of work and are for mere guidance to the bidders.

Any neglect or failure on the part of the bidder in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risks or liabilities or the entire responsibility from completion of the work at the contracted rates and time in strict accordance with the contract documents.

#### **5.10. Period of Validity of Bids**

Bids shall remain valid for 180 days after the date of bid opening prescribed by GMDC and same may be extended unconditionally for further period of 60 days. The bid of the bidder shall be considered non-responsive if such bid is valid for a period less the bid validity period.

#### **5.11. Sub-contract**

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

#### **5.12. Consortium / Joint Venture**

Consortium / joint venture are not allowed.

#### **5.13. Change in Law**

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

In case of any Central/State Government directives regarding power plant operation and execution of work related thereto, the same shall have to be strictly adhered to and



binding upon the successful bidder for implementation, for which GMDC will not be responsible for any compensation.

#### **5.14. Interpretation**

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

#### **5.15. Declaration**

The bidder should give a declaration that it has not enclosed any conditional offer as per the format provided in FORM PD of the tender document.

#### **5.16. Amendment of Work Order**

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

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

#### **5.17. Escalation in Contract Amount**

The contract amount for the extension period shall be considered as the contract amount in the preceding year, with a yearly escalation as per Wholesale Price Index (WPI) and Consumer Price Index (CPI).

In case of extension of the contract, the contract amount for the period of extension shall be escalated taking the value quoted by the successful bidder for the preceding year. The

escalation rate shall be calculated based on the Wholesale Price Index (WPI) and Consumer Price Index (CPI).

For avoidance of doubt and by way of illustration, consider the following scenario:

- The contract amount for the preceding year is Rs. 10,00,00,000 (Rs. Ten Crores).
- The price index is 200 (two hundred) for the month when the contract is signed (say January 2024).
- The price index is 220 (two hundred and twenty) for the month when the contract ends (January 2025 – 12 (twelve) months from signing of the contract).
- The price index multiple for extension year shall be 1.1, calculated as 220 divided by 200.
- The contract amount for extension year shall be calculated as the contract amount in the preceding year multiplied by the price index multiple for the extension year, i.e., Rs. 10,00,00,000 x 1.1 = Rs. 11,00,00,000
- The price index for any year shall be a weighted average index as per 70% (seventy percent) of WPI and 30% of CPI (IW), i.e.,  $70\% * WPI + 30\% * CPI(IW)$
- WPI shall mean the Wholesale Price Index for all commodities as published by the Ministry of Industry (GoI) on <http://eaindustry.nic.in/#>
- CPI (IW) shall mean the Consumer Price Index for Industrial Workers as published by the Labour Bureau, GoI on <http://www.labourbureaunew.gov.in/>
- Should the WPI or the CPI (IW) not be published for any time period, the escalation rate proposed by the Managing Director of GMDC shall prevail.

The bidder shall have to quote charges inclusive of all other taxes except applicable GST. Applicable GST, over and above approved contract amount, at the time of invoicing shall be reimbursed by GMDC. 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 his rates after thorough reading of this RfP document and estimates of its cost through detailed due diligence of the site, statutory laws/regulations. GMDC reserves the right to seek any clarifications regarding price quoted from bidders before any decisions.

## 6. Earnest Money Deposit

A non-interest-bearing Earnest Money Deposit of Rs 9,00,000/- (Rupees Nine Lakhs Only) in any one of following form shall be submitted by the bidder along with the technical bid.

1. Demand Draft in favor of GMDC Limited payable at Ahmedabad.

OR

2. Digital Mode: Please note if payment is made through digital mode kindly submit the receipt of the same in the attached documents. RTGS details for payment (Annexure-C)

ICICI Bank, Ahmedabad Branch,  
Account Number: 002405019379  
IFSC: ICIC0000024

OR

3. Bank Guarantee issued by banks approved by Govt. Of Gujarat from time to time (except Co-Operative bank) in the form and manner acceptable to GMDC (Govt. GR is attached in Annexure B for approved banks). It should be valid for a period of not less than 6 (six) months from the last date of submission of bid.

***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.***

## 7. Tender Processing Fee

The tender processing fee is to be paid at the time of submission of supporting document of technical bid in the form of demand draft/pay order of **Rs. 15,000/-** (Rupees Fifteen Thousand Only) plus GST @ 18% aggregating to **Rs. 17,700/-** as mentioned in tender notice in the sealed



technical bid cover. If the amount mentioned in the DD/ digital mode payment is found short, the tender will not be considered for scrutiny and will be out rightly rejected.

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

## **8. Security Deposit**

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

**8.2.** The successful bidder shall submit security deposit of 10% of the total contract value excluding Goods & Service Tax (GST) within 10 days from the date of issuance of LOI in any one of following form:

1. Demand Draft in favor of GMDC Limited payable at Ahmedabad.

OR

2. Bank Guarantee issued by banks approved by Govt. Of Gujarat from time to time (except Co-Operative bank) in the form and manner acceptable to GMDC (Govt. GR approved banks are given in Annexure B for approved bank). It should be valid for a period of not less than 12 (twelve months) from the date of receipt of LOI and shall be renewed from time to time in case of requirement.

OR

3. Digital Mode: Please note if payment is made through digital mode kindly submit the receipt of the same in the attached documents. RTGS details for payment (Annexure-C):

ICICI Bank, Ahmedabad Branch

Account Number: 002405019379

IFSC: ICIC0000024



- 8.3. It shall be refunded to the successful bidder, within a period of six months after satisfactory completion of the work and removal of equipment, tools tackles, campsite etc., and the due fulfillment of all the terms and conditions of the contract.
- 8.4. The successful bidder shall obtain “No Dues Certificate” and “Site Clearance” certificate to this effect from the General Manager [Project]/Project-in-Charge and shall submit the same to the General Manager [Power] at HO, who after verification of the fact will arrange for refund of SD.
- 8.5. The successful bidder will also have to submit “NO DEMAND CERTIFICATE” along with the above-mentioned certificate.
- 8.6. The SD deposited by the successful bidder may be forfeited if the successful bidder fails to adhere to fulfill the conditions of work order/agreement.
- 8.7. Security deposit shall not bear any interest under any circumstances.
- 8.8. GMDC will reserve the right to recover the charges or the liquidated damages from the security deposit in the following circumstances-
  1. If the successful bidder or its employees causes any damage or destroy any property belonging to GMDC.
  2. The shortfall amount of all compensations, penalties, and other sums of money payable by the successful bidder or recoveries to be made under the terms of this contract which is due but not paid by the successful bidder in full, etc.
  3. Any other dues on account of statutory compliance.

## 9. Procedure for Submission of the Bid

- 9.1. Offers prepared in accordance with the procedures enumerated below.
- 9.2. Bid should be submitted **online** at [www.nprocure.com](http://www.nprocure.com) on or before the last date and time as prescribed in this tender.
- 9.3. The bidder should submit their bids in TWO parts, these are:
  1. Technical bid (Details of EMD, tender processing fee, and documents listed in FORM PA – hard copy)
  2. Price bid (online).



- 9.4. Manual price bids or the bids submitted by telex/telegram/fax/e-mail etc. will not be accepted under any circumstances. No correspondence will be entertained on this matter.
- 9.5. Bidders are advised to follow the ‘Instructions for Bids Submission’ given in Annexure A for e-submission of the bids online through n-procure.
- 9.6. Documents should be submitted as per check list given in FORM PA in offline/hard copy mode in the sealed cover superscribed as “Technical Bid for Tender Number: GMDC/POWER/ATPS/16/23-24 and Name of work: “Selection of Contractor for Comprehensive Operations of Boiler, Turbine, Generator and Auxiliaries, and Balance of Plant (BoP) of GMDC’s 2x125 MW Akrimota Thermal Power Station (ATPS)”. Bids must be submitted as per the schedule (date & time) indicated in tender notice.

## 10. Eligibility and Qualification Criteria of Bidder

### 10.1. Experience

The bidders should have the following minimum experience of having successfully completed similar works during last 7 (seven) years (i.e., period from 01/12/2016 to 30/11/2023):

1. Three or more similar completed works each having amount of Rs 3,40,00,000/- (Rupees Three Crores Forty Lakhs Only)

OR

2. Two or more similar completed works each having amount of Rs 4,25,00,000/- (Rupees Four Crores Twenty-Five Lakhs Only)

OR

3. One or more similar completed work having amount of Rs 6,80,00,000/- (Rupees Six Crores Eighty Lakhs Only)

“Similar works” means the bidders should have experience in:

1. O&M / operations of BTG at thermal power plant or any industry’s thermal power plant of capacity greater than 100 MW and works carried out under the single LOI/work order/agreement.

OR

2. O&M / operations of complete thermal power plant of capacity greater than 100 MW and works carried out under the single LOI/work order/agreement.

Bidder shall submit the details of work completed in FORM PC as provided in the tender document. Separate year-wise statement of experience with work orders and work executed certificates duly certified by the certificate issuing authority shall be submitted as supporting documents. In case of confidentiality, self-certified work orders should be submitted.

### **10.2. Financial**

1. Bidder must have an average positive net worth of last three financial years ended on 31.03.2021, 31.03.2022 and 31.03.2023.
2. Bidder must have a minimum average turnover of Rs 2,55,00,000/- (Two Crores Fifty-Five Lakhs Only) for last three financial years ended on 31.03.2021, 31.03.2022 and 31.03.2023.

A certificate from Chartered Accountant regarding financial capacity shall be submitted as per format provided in FORM PC of the tender document.

### **10.3. Statutory**

#### **1. Blacklisting of the Bidder**

The bidder or its directors have not been blacklisted by any government organization. The bidder will submit a declaration to this effect as per the format provided in FORM PD of the tender document. If at any time such declaration is found false, the bid will be rejected or if the contract work is already awarded, it will be terminated forthwith without payment of any compensation and the EMD/SD will be forfeited.

#### **2. Company Registration**

Registered in India under Indian Companies Act 1956/2013 or Limited Liability Partnership firm registered under LLP act in India (Partnership and sole proprietorship firms are also allowed to participate in the tender).

#### 10.4. Site Visit Certificate

The bidder should give a declaration of site visit as per the format provided in FORM PG of the tender document.

### 11. Evaluation of Bids

#### 11.1. Scoring criteria

##### 11.1.1 Technical Score

The Technical Bids of Bidders meeting pre-qualification criteria shall be considered for evaluation and assignment of technical scores. The technical score will be computed as per the scoring system detailed below:

Category	Criteria	Thresholds	Max Score	Verification
<b>Prior Experience</b> (50 marks)	Largest individual Operations / O&M project for a coal or lignite-based thermal power Plant in terms of MW	10 points - $\geq$ 500 MW 8 points - $\geq$ 400 MW 6 points - $\geq$ 300 MW 4 points - $\geq$ 200 MW 2 points - $\geq$ 100 MW 0 points - $<$ 100 MW	10	Document evidence including relevant portions of the work order / Contract / completion certificate for contracts undertaken
	Number of Operations / O&M projects for coal or lignite based thermal power plant with capacity $\geq$ 250 MW	15 points - $\geq$ 5 projects 12 points - 4 projects 9 points - 3 projects 6 points - 2 projects 3 points - 1 project 0 - no projects	15	
	Experience of operating CFBC boiler	10 points - Yes 0 points - No	10	
	Experience of working as an Operations / O&M service provider for any central/ state/ or PSUs organization	5 points - Yes 0 points - No	5	
	Number of years of experience in Operations / O&M services for coal or lignite based thermal power plants	10 points - $\geq$ 9 years 8 points - $\geq$ 7 years 6 points - $\geq$ 5 years 4 points - $\geq$ 3 years 2 points - $\geq$ 2 years 0 points - $<$ 2 years	10	
<b>Regional Presence</b> (10 marks)	Experience of working as Operations / O&M service provider or in house Operations / O&M capability in Gujarat state	10 points - Yes 0 points - No	10	



<b>Workforce Capabilities</b> (40 marks)	Number of employees for Operations services in thermal power plant	15 points - $\geq 100$ employees 12 points - $\geq 80$ employees 9 points - $\geq 60$ employees 6 points - $\geq 50$ employees 3 points - $< 50$ employees	15	Self-declaration of workforce capabilities
	Operations In-charge's years of experience	15 points - $\geq 20+$ years 12 points - $\geq 18+$ years 9 points - $\geq 15+$ years 6 points - $\geq 13+$ years 0 points - $< 13$ years	15	
	Shift In-charge's years of experience	10 points - $\geq 20+$ years 8 points - $\geq 15+$ years 4 points - $\geq 10+$ years 0 points - $< 10$ years	10	
	<b>Total</b>		<b>100</b>	

### 11.1.2 Financial Score

The Bidders obtaining a Technical Score of minimum 50 (fifty) shall be considered as technically qualified bidders. The Price Bid of only the technically qualified bidders shall be opened.

The Bidders shall be required to quote the Lumpsum Charges for Operations of BTG and BoP areas for the duration of the Contract, through online submission of Price Bids.

The Financial Score shall then be evaluated as follows:

$$\text{Financial Score(FiS)} = \frac{\text{FiL}}{\text{FiC}} \times 100$$

Where,

FiL is the L1 (Lowest Bidder)'s Lumpsum Charges for the operations contract,

FiC is the Lumpsum Charges for the operations contract quoted by the Bidder,

The Bidder recording the lowest Lumpsum Charges for the operations contract for the tenure of the Contract among all technically qualified Bidders shall be given maximum score of 100.

### **11.1.3 Composite Score**

The Composite Score of the bidders shall be computed using the Technical Score and the Financial Score as follows:

$$\text{Composite Score (CS)} = \text{Technical Score (TeS)} \times 50\% \\ + \text{Financial Score (FiS)} \times 50\%$$

Both technical and commercial criteria have been assigned a weightage of 50%.

The Bidder obtaining the highest Composite Score shall be declared the preferred bidder. In case of a tie between two or more Bidders based on the Composite Score (i.e., two or more Bidder obtain the same Composite Score), the Bidder securing the higher Technical Score (TeS) among the tied Bidders shall be declared as 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 with whom the Agreement shall be signed.

### **11.2. Completeness of Bids**

GMDC will examine the bids to determine whether they are complete, whether they meet all the conditions of the tender document and technical specifications, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bid documents are substantially responsive to the requirements of the tender document.

### **11.3. Tender Document Clarifications**

GMDC may at its discretion, seek from any or all bidders, clarifications on their bids, including technical information, documents, and materials.

### **11.4. Rejection of Bid**

A bid that does not meet all eligibility criteria or is not responsive shall be rejected by GMDC. Submission of false or incorrect information, history of delayed work, reports of unprofessional conduct, among other things, shall be sufficient grounds for disqualification in technical bid.



### **11.5. Opening of Bids**

Technical bids will be opened after verification of receipt of payment towards tender processing fee and EMD. The eligible bidders will be able to view the technical bids after opening of technical bid. On verification of the supporting documents, technical qualification of the bidders will be assessed. However, all successful bidders will be able to view the price bids online on their computers after opening of price bid.

### **11.6. Evaluation of Technical Bid**

The bidder shall be required to submit documents as per Form PA in hard copy along with supporting documents. GMDC shall examine and evaluate the Technical Bids as per the evaluation steps specified below.

#### **11.6.1 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 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 are determined to be responsive.

### **11.6.2 Assessment of Pre-qualification Criteria**

GMDC shall examine and evaluate the pre-qualification of each Technical Bid upon determining its responsiveness as per Section 11.6.1.

The Bidder must meet pre-qualification criteria specified in Section 10 and have submitted all relevant documents in order to qualify for next stage of assessment.

Evaluation of Technical Bids to assign Technical Score of only those Bidders shall be carried out whose Bids are meeting the pre-qualification criteria and submitted all required documents.

### **11.6.3 Determination of Technical Score**

GMDC shall examine and assign Technical Score to each pre-qualified Bid as per the scoring mechanism described in Section 11.1.1.

The Bids of the Bidders determined to be responsive, meeting the pre-qualification criteria, and obtaining a Technical Score of minimum 50 (fifty) will be declared as technical qualified Bids, and the Bidders thereby shall be declared as technically qualified Bidders.

## **11.7. Evaluation of Price Bid**

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

### **11.7.1 Opening of Price Bid**

The Price Bids of only the Bidders determined to be responsive and meeting the Pre-Qualification Criteria and obtaining required Technical Score in accordance with Section 11.6 shall be opened.

### **11.7.2 Determination of Financial Score**

GMDC shall determine the Financial Score for each technical qualified Bid as specified in Section 11.1.2.

### **11.8. Determination of Composite Score**

The Technical Score and Financial Score obtained by the Bidder shall be combined as per the formula provided in Section 11.1.3.

The Bidder obtaining the highest Composite Score shall be declared the Preferred Bidder. In case of a tie between two or more Bidders based on the Composite Score (i.e., two Bidder obtain the same Composite Score), the Bidder securing the higher Technical Score (TeS) among the tied Bidders shall be declared as 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 with whom the Agreement shall be signed.

### **11.9. Selection of Bidder**

The contract will be awarded to the bidder who scores highest in the composite score. GMDC reserves its right to reject any or all tenders or split the job between more than one bidder without assigning any reason and thereby without incurring any liability to the affected successful bidder or bidders or any obligation to inform the affected successful bidder or successful bidders of the grounds for GMDC's action/decision.

### **11.10. Discussion**

It is absolutely essential for the successful bidder to quote the lowest price at the time of making the offer in their own interest. GMDC, however, will have the discretion to choose to enter into any mode of discussion.

### **11.11. Acceptance of LOI and Award of Contract (Work Order)**

1. GMDC, on acceptance of the offer, will issue Letter of Intent (LOI) to the successful bidder, who will be required to confirm its acceptance of the LOI within 7 days from the date of receipt. If successful bidder does not accept the LOI within stipulated time-period, the amount of the EMD paid will be forfeited and necessary further actions may be initiated as may be deemed fit by GMDC.
2. The successful bidder shall have to submit the security deposit within 10 days from acceptance of LOI. The successful bidder shall submit the security deposit in the

manner prescribed in this tender document. In case of failure to submit the security deposit, the amount of EMD will be forfeited and necessary further actions may be initiated as may be deemed fit by GMDC.

3. GMDC will award the contract (Work Order) to the successful bidder, after the payment of security deposit, in token of acceptance of the terms and conditions of the contract, within 30 days from the date of issuance of LOI. In case of any necessity arising after executing work order and during the execution of the work, which requires alteration/modifications in the agreement, the same can be made in writing after mutual understanding and consent of both the parties.

## **12.Scope of Work**

Scope of work broadly includes operations of boiler turbine generator (BTG), 220 KV/11 KV/6.6 KV/415 V/230 V etc. switchyard & distribution, auxiliary utilities and balance of plant including but not limited to -

**12.1.** Operations of entire power plant (excluding lignite, lime, and ash handling plants), 220 KV/11 KV/6.6 KV/415 V/230 V switchyard and distribution, auxiliary system equipment including all central control rooms round the clock operations with complete ownership with qualified workforce as given in Annexure E.

1. The workforce deployment given in Annexure E is minimum indicative only and basis on present setup for reference purpose. The successful bidder must provide the workforce as per requirement. However, any changes can be executed with due discussion and mutual agreement with GMDC authority.
2. All staff shall be in line with the workforce profile mentioned in the annexure. Shortlisted suitable profiles shall be submitted to GMDC with detailed individual profile and documents and due approval shall be obtained for the selected workforce.
3. Guidelines, approval, and procedures for all recruitment and workforce changes to be followed as per GMDC instructions. All the appointment / replacement of operations staff shall be done as per procedures with due approval from General Manager [Power Project] and General Manager [Power].



4. Area / Position and Shift / General Shift wise reliever and leave reliever to be considered with weekly off / leave / holidays. Shift assignment shall be changed as per GMDC requirements.
- 12.2.** All type of bulk chemicals required for boiler, CW system etc. will be supplied by GMDC. The successful bidder must ensure no excess consumption due to mal operation/defective workmanship.
- 12.3.** The successful bidder must follow all existing GMDC's Standard Operating Procedures (SOPs).
- 12.4.** In situations where there is a gap and as required, the successful bidder must ensure to develop (in English language), operate and follow all the technical and non-technical Standard Operating Procedures (SOPs) covering all operational interfaces between GMDC, successful bidder and SEB (state electricity board), OEM manuals, Asset Optimization (AO), Health, Safety & Environmental (HSE) guidelines, procedures and guidelines including ERP (Enterprise Resource Planning) and Work Clearance Management (WCM)/Permit to Work (PTW) systems of GMDC and provide reports and information as mutually agreed.
- 12.5.** Prepare and maintain daily log sheets, ERP based logbooks, records/reports for all plant operations including CCR/field operations, and documents for equipment faults and outages, maintaining records for plant performance.
- 12.6.** Prepare and submit to GMDC, operations procedures, annual operating plans, etc. as approved by GMDC.
- 12.7.** Any additional software support required to maintain and update documentation/planning, to be maintained by the successful bidder.
- 12.8.** Operate all metering/logging equipment/instruments.
- 12.9.** Operate the equipment consistent with the technical limits and prudent operating practices taking all reasonable corrective actions approved by GMDC to achieve the same, in each case.



- 12.10.** Perform yearly energy audits for improvement in performance of the plant. Carry out works of analysis, documentation and performance improvement for performance achievement related to obligations of plant operations.
- 12.11.** Operate the plant in accordance to produce the most efficient heat rate and efficiency of the plant and to minimize the overall operating costs of the plant.
- 12.12.** Operate and maintain the plant in accordance to not cause any outage, except for the scheduled outages and to minimize the scheduled outages. Undertake improvement initiatives (Kaizen, Small Group Activities (SGA), Focus Improvement Plans (FIP)) to achieve the same and for better performance/availability of plant.
- 12.13.** Notify GMDC immediately for discovery of any unusual adverse operating condition or characteristics.
- 12.14.** GMDC will take care of perimeter and gate entry security.
- 12.15.** Ensure safety as per GMDC standard of the plant, all the successful bidder's employees and all other personnel who are working for and on behalf of the successful bidder.
- 12.16.** Compliance with all applicable statutory/legal requirements and GMDC's standards & systems.
- 12.17.** Attend meetings /coordination with any competent authority relating to plant operations of the plant or to any permit or any application thereof.
- 12.18.** The successful bidder is wholly responsible for their own employees and all other personnel who work for and on behalf of the successful bidder including but not limited to, all the applicable statutory obligations like ESI, PF, welfare amenities, uniform, PPE, first aid, medical, individual and group insurance etc.
- 12.19.** Provide first aid equipment for on-site emergency medical treatment.
- 12.20.** To provide legal, HR, payroll, and accounting etc. services with respect to the successful bidder's staff



- 12.21.** The successful bidder is responsible for training and development of their staff as per GMDC's guidelines. Provide on-going and refresher training (technical, safety performance, skill) on-Site/off-site for all successful bidder's staff.
- 12.22.** Undertake periodic performance tests on behalf of GMDC, if required and report results to GMDC within a reasonable time.
- 12.23.** Recommend to GMDC any remedial actions which the successful bidder considers necessary to maintain or improve performance or to correct any deficiencies revealed during plant operation or arising from inspection or analysis of test results.
- 12.24.** Run administrative systems which will provide accurate records of all technical parameters like power supplies, efficiency, etc.
- 12.25.** Carry out dispatch instructions set out in the PPA.
- 12.26.** Assist GMDC in making availability declarations and submitting invoices under the PPA.
- 12.27.** Assist GMDC to conduct, attend, and witness the reading and testing of the meters required or permitted to be carried out or conducted pursuant to the PPA and execute required subsequent procedures.
- 12.28.** An indicative list of required resources is shown in the Annexure E. However, the successful bidder must ensure sufficient operators at various locations to ensure smooth operations of the BTG-BOP systems. In addition, the successful bidder must ensure critical supervisors like Operations In-Charge, Shift In-Charges (SICs) for participating and leading daily planning meetings (DPMs). In case of absence of a supervisor due to unavoidable circumstances, the supervisor should nominate someone to participate in the DPM on their behalf.
- 12.29.** Attend other meetings with GMDC and such other persons as GMDC may specify from time to time on a reasonable notice.
- 12.30.** Prepare and submit to GMDC a development plan for plant performance improvement.
- 12.31.** Comply with all statutory requirements and assist GMDC in reporting the same to statutory authorities.



- 12.32.** The boiler and steam turbine generator shall be operated in accordance with OEM manuals, the technical requirements, IEGC (Indian Electricity Grid Code), state grid code, insurance provisions, prudent engineering practices, environmental regulations, and HSEQ (Health, Safety, Environment, and Quality), using fuel as per specification.
- 12.33.** The boiler must be operated using water and chemical meeting the OEM specifications.
- 12.34.** Within 15 (fifteen) days of the acceptance of LoA, the successful bidder must, by written notice, designate a person to be known as the successful bidder's "Operations In-Charge" who shall act as the successful bidder's representative, be empowered to make decisions on behalf of the successful bidder which are related to the implementation of this contract. The successful bidder may change their representative with the consent of GMDC upon delivery of written notice to GMDC. The successful bidder must also change their representative after a written intimation by GMDC to do so.
- 12.35.** The successful bidder must support GMDC after each major tripping of STG / 220 kV switchyard / power plant in preparing the trip analysis report and root cause analysis report and suggest recommendations for improvement / mitigating future unforeseen forced outage risks for evaluation and documentation.
- 12.36.** Travel, accommodation, and personnel costs including all related expenses for the successful bidder's personnel in connection with operations work will be in the successful bidder's scope.
- 12.37.** The successful bidder shall be responsible for obtaining all necessary approvals, permits, and licenses required by them for the performance of the services under the contract.
- 12.38.** The successful bidder shall provide technical support, assistance, and evaluation for the technical issues related to power plant on a real time basis, without undue delay.
- 12.39.** The successful bidder must extend reasonable assistance to GMDC in warranty and insurance claims and settlements.
- 12.40.** The successful bidder must hand over residential quarters provided by GMDC in good condition at the end of the agreement period.



**12.41.** The operations responsibility matrix with defined responsibilities for GMDC and successful bidder has been shown below:

S. No.	Description of Work /Activity	Responsibility of GMDC	Responsibility of Successful Bidder
1.	Overall operation of plant (excluding lignite, lime, and ash handling plants)	GMDC will provide necessary guidelines / standards references / system and plant details, drawings, and manuals	Operation of total plant including 220 KV/11 KV/11kV switchyard and other systems and utilities
2.	Start-up power & Back-up power		Resuming power, distribution & coordination with all load centers and GUVNL grid sub-station (GSS) end, will be in the successful bidder's scope
3.	Power sale to GUVNL	Power sale invoicing and interface with GUVNL	Inputs to GMDC for raising power sale invoices
4.	All type of fuel required for operations	GMDC to arrange all type of fuels	Operation shall be in the successful bidder's scope
5.	Water quality & quantity	GMDC will provide raw water from the nearest Kori creek through a 1.4 KM long sea water intake channel up to sea water pump house	Operation shall be in the successful bidder's scope including connected line/system, with in boundary limit defined. Successful bidder's operator will check all the parameters in their lab and take necessary steps to ensure correct quality of water is fed to plant.
6.	Bulk chemicals, lab chemicals & other raw materials	GMDC will provide all bulk chemicals, lab chemicals and other raw materials	Quality inspection /testing, utilization, disposal till designated location, accounting and reporting are in the successful bidder's scope
7.	Logs, registers, tags, stationeries, etc.	GMDC's scope with necessary printing machines for	Log book filling, reporting in register, application of tags/LOTO at required



		documentation/PTW system at site	location is in bidder's scope
8.	Safety, Lock-out Tag-out (LOTOP, PPE, Special PPE, etc.	Nil	All items are in the successful bidder's scope including requirement based in system and guideline changes as per GMDC's guidelines and standards
9.	Electrical and Instrumentation Laboratory along with calibrated testing instruments and equipment's	GMDC will provide existing site facility with Electrical and Instrumentation testing instruments and equipment	Operation & Maintenance and upkeep of all the facility provided by GMDC including scheduled testing and calibration against NABL standards. Facilitate with required additional site testing instruments and equipment as required for site in time bound manner as and when required. In case of damage or theft of any of the facility provided by GMDC, the same shall be replaced by the successful bidder with reputed GMDC approved make /model.
10.	Chemical Laboratory along with analyzers, calibrated testing instruments, machineries and equipment	GMDC will provide existing site facility lab chemicals and testing standards	Operation & Maintenance and upkeep of all the facility provided by GMDC including scheduled testing and calibration against NABL standards. Facilitate with required additional site testing instruments and equipment as required for site on time bound manner as and when required. In case of damage or theft of any of the facility provided by GMDC, the same shall be replaced by the successful bidder with



			reputed GMDC approved make /model.
11.	Sewage and waste discharge system	GMDC will provide necessary guidelines	Successful bidder's operator shall dispose the plant sewage and plant waste discharge in mutually agreed location. STP coordination and required support for STP plant operation and maintenance inside plant premises shall be done by the successful bidder.
12.	Waste water and waste from cooling Tower, boiler blowdown and water treatment	GMDC will provide necessary guidelines	Successful bidder must operate the system including waste handling and disposal till the designated location as per GMDC guidelines
13.	Effluents (ETP) disposal	GMDC will provide necessary guidelines	Successful bidder is responsible for ETP disposal as per GMDC guidelines
14.	Disposal of solid waste	GMDC will provide necessary guidelines	Successful bidder must dispose of all kind of solid waste as per GMDC guidelines to the designated location and maintain and submit record periodically as required by GMDC.
15.	Scrap disposal	GMDC will provide necessary guidelines	Successful bidder is responsible for segregation, shifting, storage and disposal of scraps to the designated location as per GMDC guidelines
16.	Used/waste oil and lubricants disposal	GMDC will provide necessary guidelines	Successful bidder is responsible for segregation, shifting, storage and disposal of used/waste oil and lubricants to the



			designated location as per GMDC guidelines
17.	Power evacuation	GMDC will provide necessary guidelines, standards, regulations and statutory guidelines	Successful bidder is responsible for complete operations of 220KV switch yard, transformers, capacitor banks, MRSS (Distribution system) including Grid Feeders, Double circuit Transmission lines. This includes coordination, scheduling, operation / power distribution.
18.	Major overhauling	GMDC will provide timeline and necessary guidelines	Coordination /support /facilitation required for major AOHs to be provided by the successful bidder
19.	EOT /Hoist/Lifting facilities	GMDC shall provide all available fixed and movable lifting facilities as it is condition	Successful bidder is responsible for operations of the same and ensure its healthiness
20.	Operation workforce	GMDC will give necessary guidelines	All the workforce resources required for BTG BoP normal operations. Quality and quantity of workforce profile shall be per Annexure E.
21.	Training and development of operation workforce	GMDC will provide necessary guidelines	Successful bidder is responsible for necessary trainings as per GMDC guidelines including technical, HSE, systems, integrated management system, asset optimization, etc. trainings
22.	Residential accommodation	GMDC will provide accommodation for the operations workforce in the plant township on a chargeable basis and as per availability	Co-ordination in allotment, upkeep, cleaning, shifting to the facilities will be in successful bidder's scope



23.	Medical facilities at dispensary / colony at nominal cost basis	Medical facilities as available in GMDC ATPS will be provided by the GMDC on chargeable basis	Successful bidder must take care all required medical facilities for the workforce who work for and on behalf the successful bidder
24.	Statutory approvals / license / permits from state/central authorities	All the statutory approval / renewal of license of the plant /systems are in the scope of GMDC	Successful bidder must provide and support in required data collection, reports and providing all required documents / reports as required
25.	Evaluation of plant performance and recommendations	GMDC will provide reference standards	Successful bidder shall regularly carryout performance evaluation of plant, equipment and systems and to provide recommendations and implement to improve the performance
26.	Emergency DG operation	GMDC will provide fuel for operation of DG and necessary guidelines. All engineering spares will be provided by GMDC	Operation of emergency DG is in the scope of successful operator
27.	Major modifications / Capex installation	GMDC will provide and implement major modification and capex installation	Successful bidder must coordinate and provide all necessary support for implementation
28.	ERP Interface / Access	GMDC will provide existing facilities and authorization for operations	Successful bidder shall ensure authenticated usage with trained workforce
29.	IT, Work Clearance Management (WCM) / Permit to Work (PTW), Asset Optimization (AO), Health Safety and Environment (HSE) management systems, etc	GMDC will provide all required access /credentials for O&M operator and will provide all necessary guidelines and support	O&M operator shall have trained workforce to ensure effective implementation and practices of these systems and ensure compliance to the same

### 13. Period and Duration of Work

- 13.1. The contract period will be of one year from the date of acceptance of LOI. Further, there shall be a provision for extension for up to one year, as per the same terms and conditions with a further extension provision subject to entire satisfaction and requirement of the GMDC.
- 13.2. In case of any reason including adverse working conditions during execution of the contract that may compel suspension/closure of the contract, GMDC shall be at liberty to conclude/postpone/complete/terminate/foreclose this contract. No compensation or payment shall be made on account of afore-stated events. Decision of GMDC in this regard shall be final and binding to the successful bidder.

### 14. Liquidated Damages (LD)

- 14.1. If the bidder fails to start the actual work within 14 days from the date of acceptance of LOI as required, a liquidated damage @ Rs. 20,000/- per day shall be leviable, for a maximum period of 20 days. If the bidder fails to start work even after 20 days, GMDC will be free to forfeit the EMD and/or SD and take suitable/necessary action.
- 14.2. In event of failure in execution of services under the scope of the successful bidder due to the reasons attributable to the successful bidder, GMDC shall have the right to make the deductions as detailed below:
1. Monthly payment shall be derived as per SLAs after consideration of deductions and incentives as per KPIs mentioned in Annexure D.
- 14.3. Under any circumstances, GMDC shall not be liable to pay any compensation to the successful bidder.
- 14.4. Overall cap on the total LD shall be 10% of the contract value and incentives would be capped at 5% of the contract value.**
- 14.5. GMDC shall not be made liable for any damage and /or compensation for the manpower and/or tools and tackles provided by the successful bidder.
- 14.6. GMDC reserves the right to review and assess the performance of the work at any time during the contract period. In case of poor performance by the successful bidder, GMDC



shall have discretion to take appropriate action including termination of the contract and blacklisting the successful bidder.

14.7. The successful bidder shall have to follow all safety norms. The successful bidder shall be responsible for safety of equipment and plants. If any damage occurs, then the successful bidder shall be responsible for repairing the damage made to the equipment and plant of GMDC and compensate for the cost of damage. This will be above the 10% LD cap and would equal to the actual cost of repair/replace.

## 15. Goods & Service Tax

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

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

## 16. Insurance

16.1. The successful bidder shall take full responsibility to take all precautions to prevent loss or damage to the works or part thereof for any reasons whatsoever (except for reasons which are beyond control of the successful bidder or act of God, e.g. flood, riots, war, earthquake, etc.) and shall at his own cost, repair and make good the loss/damage to the work so that on completion, the work shall be in good order and condition and in conformity with the requirements of the contract and instructions of the project authority, if any.

16.2. The successful bidder shall, at all times during the pendency of the contract, indemnify the GMDC against all claims, damages or compensation under the provisions of the Employee's Compensation Act and shall take insurance policy covering all risk, claims,



damages or compensation payable under the Employee's Compensation Act or under any other law relating thereto.

**16.3.** The Successful bidder shall take adequate statutorily prescribed insurance cover for all men and machinery engaged by him/it for performance of the work at site. Any insurance claim brought against the GMDC by an individual or by customers or by any such other persons who suffered damage due to negligence of the Successful bidder or his employees, the same shall be settled by the Successful bidder at his cost.

**16.4.** The successful bidder shall ensure that the insurance policy/policies are kept alive till full expiry of the contract by timely payment of premiums and shall not be cancelled without the approval of the GMDC. The cost of premiums shall be borne by the successful bidder and it shall be deemed to have been included in the tendered rate.

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

## **17. Payment Terms**

**17.1.** The successful bidder shall submit invoice after completing the mentioned work in all respect.

**17.2.** Monthly Payment will be done to the successful bidder on the total monthly contract amount (derived from Line no. 19 as per Price Bid Form – PP) after considering the deductions and incentives based on Service Level Agreements as mentioned in Annexure D.

**17.3.** Invoice shall be submitted to the office of the General Manager (Power Project), ATPS with following documents:

1. Duly Certified KPI values as per SLAs mentioned in Annexure D and corresponding appendices:



1. Duly certified water quality compliance report with daily as well as monthly average compliance values.
  2. Duly certified DM water consumption report for the month
  3. Duly certified report on specific HFO consumption for the month
  4. Duly certified date wise report on soot blowing compliance as per the schedule.
  5. Duly certified report on average values for main steam temperature
  6. Duly certified report on average values for hot reheat steam temperature
  7. Duly certified daily attendance of the manpower deployed in the plant
  8. Duly certified report on the plant tripping incidents with RCA reports
2. Copies of Muster Roll and Payment sheets showing the amount of PF deducted from salaries of the labour and employees, PF No. of labour and employee, amount of contribution of the Successful bidder.
  3. Copy of the challans for the PF amount deposited in RPFC for the previous month, in respect of PF deduction related exclusively to this contract as well as copies of monthly returns, i.e., 3A and yearly 6A.
  4. Compliance of all law relevant with the work carried out by Contract or such as Labour and Factories Act etc.
  5. Check List.

**17.4.** Invoice, submitted at the office of General Manager (Power Project) will be processed considering the following deductions:

1. Income tax as per provision of Income Tax Act, and other Taxes (and surcharges) applicable in force from time to time
2. Cost of any other services provided / material supplied plus 15% administrative charge, if any, by the GMDC.
3. Liquidated damages
4. Other deductions, if any.



**17.5.** An ad-hoc payment @ 80% of the payable amount arrived after considering above deduction, will be paid by office of the G.M. [Power Project], within 30 days of submission of the invoice along with its details.

**17.6.** The invoice shall then be sent to GMDC's Corporate Office at Ahmedabad for verification, auditing and approval. Balance 20% payable amount of Running account invoices shall become payable by Project within two weeks of the receipt of the approved invoice from Corporate Office.

## **18. Statutory Obligations**

**18.1.** That the successful bidder shall obtain license under the Factories Act 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.

**18.2.** That the Successful Bidder shall get his own License under Contract Labour (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.

**18.3.** 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 labour laws as well as maintain all books of records for the staff and employees deputed by it for this contract such as required under any laws applicable. The Successful Bidder shall also furnish a copy of such statements as documentary proof to the GMDC.

**18.4.** 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.

**18.5.** The Successful Bidder must issue to the employee's Identity card with their photos and shall also maintain relevant register.



- 18.6.** That the Successful Bidder shall give leave/holiday to its workforce as per the provisions of labour laws applicable.
- 18.7.** Every person deployed by the Successful bidder in a plant must wear safety gadgets to be provided by the Successful bidder.
- 18.8.** Any statutory clearance, permission required for the work, it's completion, commissioning shall be in successful bidder's scope.
- 18.9.** The Successful bidder will be required to obtain License from the office of the Labour Commissioner for the required strength of labour before commencement of work at site and the same shall be maintained updated and valid throughout the currency of the contract.
- 18.10.** If any amount becomes payable by GMDC as a result of any claim or application in terms of the provisions or non-compliance of provision of any Acts and the Rules and Regulations, By-laws or the Orders made there under, applicable from time to time, such amounts shall be recoverable from the Successful bidder for which GMDC will not be responsible for any compensation.
- 18.11.** That the Successful Bidder would obey with all applicable laws and maintain all such necessary records as necessitated under such enactments.
- 18.12.** The Successful bidder shall also indemnify the GMDC against any claims, compensations, damages, loss, liquidated damages etc. for breach and / or non-fulfillment of the prevailing Rules and Regulations and other statutory provisions in force from time to time and applicable to the work during the currency of contract.
- 18.13.** The Successful bidder shall abide by the provision of the Motor Vehicle Act for machinery. Any consequences arising out of non-compliance of said Provisions will be at the Successful bidder sole risk and cost, for which GMDC will not be responsible for any compensation.
- 18.14.** 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 contract. The Successful bidder shall serve GMDC 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.

1. The Factories Act of 1948 (63 to 1948) and Amendments and Rules (Amended up to date)
2. The Electricity Act, 2003 and rules made there under
3. The Indian Boiler Regulation Act, 1950 and rules made there under
4. The Minimum Wages Act, 1948
5. The Employees Compensation Act 1923 and Amendment Act 2010
6. The Payment of Wages Act 1936 and Amendment Act 2012
7. Payment of Bonus Act 1965 and Amended up to date
8. Contract Labour Regulations& Abolition Act 1970
9. Interstate Migrant Workmen (Regulations) Act 1979

**18.15.** All the activities arising under the scope of the works shall be complied with various statute/laws/rules/regulations etc. Including environmental laws and if the successful bidder fails to comply the laws; it will be done at the risk and cost of the successful bidder and expenses will be recovered from RA invoice of the successful bidder.

## **19. Bankruptcy**

**19.1.** 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 contract may become vested shall forthwith give notice thereof in writing to GMDC and in reasonable time during which he shall take all reasonable steps to prevent stoppage of performance of the contract, have the option of carrying out the contract subject to his or their providing such guarantees as may be



required by GMDC but not exceeding the value of the work for the time being remaining unexecuted.

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

## **20. Notice**

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

## **21. Canvassing Not Permitted**

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

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

## **22. Termination Of Contract**

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

### **23. Arbitration**

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

### **24. Governing Law**

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

### **25. Jurisdiction**

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

### **26. Non-Fulfillment of Terms And Condition of The Contract**

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

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



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

## **27. Completion Of Work**

**27.1.** Upon the Successful bidder fulfilling the entirety of its obligations under the Contract to the satisfaction of GMDC and subject to terms and conditions of the Contract, it shall become eligible to apply for a Completion Certificate. The General Manager (Power Project) / General Manager (Power) of GMDC shall formally issue the Completion Certificate, after verifying from the completion documents and satisfying himself that the Works under the Contract have been completed in accordance with all the provisions of this Contract. The Successful bidder, after obtaining the Completion Certificate shall become eligible to present the final invoice for the Works executed by it under the Contract.

**27.2.** Upon completion of Works under the Contract and before the application for the Completion Certificate, the Successful bidder shall clear the project of GMDC of all rubbish, dirt, structures, scrap, oily rags etc. Failure to clear the project may constrain GMDC to clear the said site at the risk and cost of the Successful bidder.

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

## **28. Accident and Responsibilities of Bidder**

**28.1.** The entire responsibility on account of any accidents, damage or personal injury which may occurred to any of the Successful bidder's vehicles/ equipments or his/its employees or any outside party shall be exclusively that of the Successful bidder and no claim whatsoever shall be entertain by the GMDC on this account. The Successful bidder shall keep the GMDC indemnified from all the consequence.



- 28.2.** 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.
- 28.3.** The Successful bidder shall pay all claims, damages and compensation with cost arising out of or resulting there from to the third party(s) and in case the GMDC would be required to face any proceedings all to pay any amount on the aforesaid account, it shall be deemed to have been discharge on behalf of the Successful bidder, the same amount shall be recovered 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.

## **29. Foreclosure**

- 29.1.** In case of any necessity or any situation arising due to local working conditions or any unforeseen reason not in the control of the GMDC or of the Successful Bidder, Committee comprising of representative of GMDC, 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 contract or any other available option or to Fore Close the contract in the interest of both the GMDC and the Successful Bidder.
- 29.2.** If after study of the prevailing conditions of the contract under execution, committee recommends to Fore Close the contract keeping in view the financial implication to both the GMDC and Successful Bidder, guideline/Modality of the Fore Closure of the contract shall be decided by the committee considering the work executed and unexecuted, period of the contract completed and balance period of the contract, value of the work executed and value of the work unexecuted etc.



### **30. Force Majeure**

- 30.1.** Force majeure is herein defined as any cause which is beyond the control of the Successful bidder or the GMDC as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:
- 30.2.** Natural phenomena such as flood, draughts, cyclone, earthquake and epidemics, declaration of war.
- 30.3.** 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.
- 30.4.** The Successful bidder will advise, in the event of his having resort to this clause by a registered letter duly certified by the statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition. In the event of delay lasting over two months, if arising out of Force Majeure, the contract may be terminated at the discretion of the GMDC.
- 30.5.** For delay arising out of Force Majeure, the Successful bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of force Majeure and neither company nor the Successful bidder shall be liable to pay extra costs (like increase in rates, remobilization, advance, idle charges for labour and machinery etc.) provided it is mutually established that the Force Majeure conditions did actually exist.
- 30.6.** 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.
- 30.7.** The Successful bidder or the GMDC 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.



## **Annexure A: Instruction to Bidders for Online Tendering**

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

**(n)Procure Cell**

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

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

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

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

5. Kindly take note that, valid Digital Signature Certificates is a must for all the interested Bidders. Online tendering process is not possible without a valid digital signature certificate.
6. Interested Bidders are also requested to complete their procedure for taking digital signature certificate in respect to filling of application form, supporting documents with necessary fees at least 3 days before last date of tender submission.
7. (n) code solutions reserves the rights to issue digital signature certificate after verification of application forms / supporting documents submitted by Bidder. (n) code solutions is fully authorized to issue digital signature certificate to Bidders.
8. Bidders who have no facility to participate in on-line tenders are requested to contact (n) code solutions for the same.



9. Free vendor training camp will be organized every Saturday between 4.00 to 5.00 P.M. at (n) code solutions-A Division of GNFC Ltd. at address mentioned above at Clause No. 5 of Chapter No-III.

10. Bidders are requested to take benefit of the same.

11. All the correspondence in respect to training, support or digital signature certificate should be addressed to (n) code solutions directly on the above mentioned address. In case the Bidders face any difficulty, they may contact the officials of the GMDC or GNFC on the below mentioned details:

a. GMDC:

Contact Person: General Manager (Power)

Contact numbers: 079-27913200/3501 Ext No 1760

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

b. GNFC

Contact Number: 079- 26857316/17/18

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



## Annexure B: Approved Banks

### 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 C: Bank Details for RTGS**

VALID FOR THREE MONTHS ONLY

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OR ORDER

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FOR GUJARAT MINERAL DEVE CORP LTD

**ICICI Bank**  
Ahmedabad Branch  
Jmc House, Opp. Parimal Garden Ahmedabad - 380005  
RTGS / NEFT - IFSC Code : ICIC0000024

**PRIVILEGE**  
BANKING

*Gandhi*

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

A/c No. 002405019379

Pay Rupees

29/12/12

SESHASAI (M) LTD - 2012

AUTHORISED SIGNATORIES  
Please sign above

⑈491099⑈ 380229002⑈ 019379⑈ 29



### Annexure D: Service Level Agreements – Operations of BTG and BoP Systems

S. No.	Key Performance Indicator (KPI)	KPI Measurement Criteria	K Factor	Weightage (%)	Monthly Amount (say)		1,00,00,000	Monthly amount considering actual value of K factor	Output measurement
					Actual Values	Applicable K factor	Monthly amount considering K factor = 1.00		
				<b>a</b>	<b>b</b>	<b>c</b>	<b>d = a x Allotted Monthly Amount</b>	<b>e = c x d</b>	
A	Water quality compliance (Refer Appendix I for calculations)	97.5% ≤ A ≤ 100%	1.02	20%	94%	0.90	20,00,000	18,00,000	
		95.0% ≤ A < 97.5%	1.00						
		90% ≤ A < 95%	0.90						
		85% ≤ A < 90%	0.80						
		A < 85%	0.00						
B	DM water consumption (Refer Appendix II for calculations)	B ≤ T	1.02	10%	T < Value ≤ T + 0.5%	1.00	10,00,000	10,00,000	
		T < B ≤ T + 0.5%	1.00						
		T + 0.5% < B ≤ T + 1.0%	0.90						
		T + 1.0% < B ≤ T + 1.5%	0.85						
		T + 1.5% < B	0.80						
C	Specific HFO Consumption (Refer Appendix III)	C ≤ T	1.02	20%	T + 0.5 < Value ≤ T + 1.0	0.90	20,00,000	18,00,000	
		T < C ≤ Target + 0.5	1.00						
		T + 0.5 < C ≤ T + 1.0	0.90						
		T + 1.0 < C ≤ T + 1.5	0.85						
		T + 1.5 < C	0.80						
D	Soot blowing compliance. (Refer Appendix IV for calculations)	95% ≤ A ≤ 100%	1.00	20%	96%	1.00	20,00,000	20,00,000	
		85% ≤ A < 95%	0.90						
		75% ≤ A < 85%	0.80						
		A < 75%	0.00						
E	Main Steam Temperature (Refer Appendix V for calculations)	E ≥ 525.0	1.02	15%	524	1.00	15,00,000	15,00,000	
		525.0 > E ≥ 520.0	1.00						
		520.0 > E ≥ 517.5	0.98						
		517.5 > E ≥ 515.0	0.95						
		E < 515.0	0.90						
F	Hot Reheat Steam Temperature (Refer Appendix VI for calculations)	F ≥ 525.0	1.02	15%	517	0.95	15,00,000	14,25,000	
		525.0 > F ≥ 520.0	1.00						
		520.0 > F ≥ 517.5	0.98						
		517.5 > F ≥ 515.0	0.95						
		F < 515.0	0.90						



Sub-total (A+B+C+D+E+F)						95,25,000			
S. No.	SLA Description	SLA Measurement	LD			Quantity		Monthly LD	Output Measurement
			a			b		d = a*b	
G	Manpower availability (Refer Appendix VII for calculations)	Deduction on unavailability of key personnel in the plant	2 x Price submitted in price bid for respective designation			0		0	Manual
H	Plant tripping due to human errors (Refer Appendix VIII for calculations)	Deduction any tripping happens in the plant due to reasons attributable to operations team	1,00,000			1		1,00,000	Manual
<b>Total (A+B+C+D+E+F-G-H)</b>								<b>94,25,000</b>	

**Note:**

1. Monthly payment shall be derived as per SLAs after consideration of deductions and incentives as mentioned above on the monthly contract amount derived from Line no. 19 as per Price Bid form – PP.
2. Deductions for the monthly invoice would be capped at 10% and incentives for the monthly invoice would be capped at 5% of the total monthly contract value.
3. The service level agreements of this contract as mentioned in Annexure D will be revised post turnaround of the plant as per the mutual discussion between GMDC team and the successful bidder following the below principles to arrive at KPI baseline and targets:
  1. KPIs reflecting overall performance of the plant (SHR, APC etc.) to be embedded in the contract for performance assessment of the successful bidder and monthly payments to maintain efficient plant operations.
  2. Post turnaround a baselining exercise will be conducted to determine the appropriate baseline and target for each KPI depending on the PG test, PPA agreements, and post turnaround plant stabilization.



## Appendix I: Water Quality Compliance

1. The standard parameters for water quality in various systems of the plant are as below:

	Desalination Plant	DM Plant	Feed water system	Boiler drum	RO Plant
Conductivity	< 10 μ mho/cm	< 1 μ mho/cm	< 5 μ mho/cm	< 100 μ mho/cm	-
pH	6.5-7	6.5-7	8.7-9.2	9.2-9.8	6.5-8.5
Silica content	< 20 ppb	< 20 ppb	< 20 ppb	<550 ppb	-
Ammonia content	-	-	< 0.5 ppm	-	< 0.5 ppm
Hydrazine	-	-	< 20 ppb	-	-
Phosphate	-	-	-	< 6 ppm	-
Chloride	-	-	-	< 5 ppm	<250 ppm
TDS	-	-	-	-	<1000 ppm

2. KPI compliance calculations –

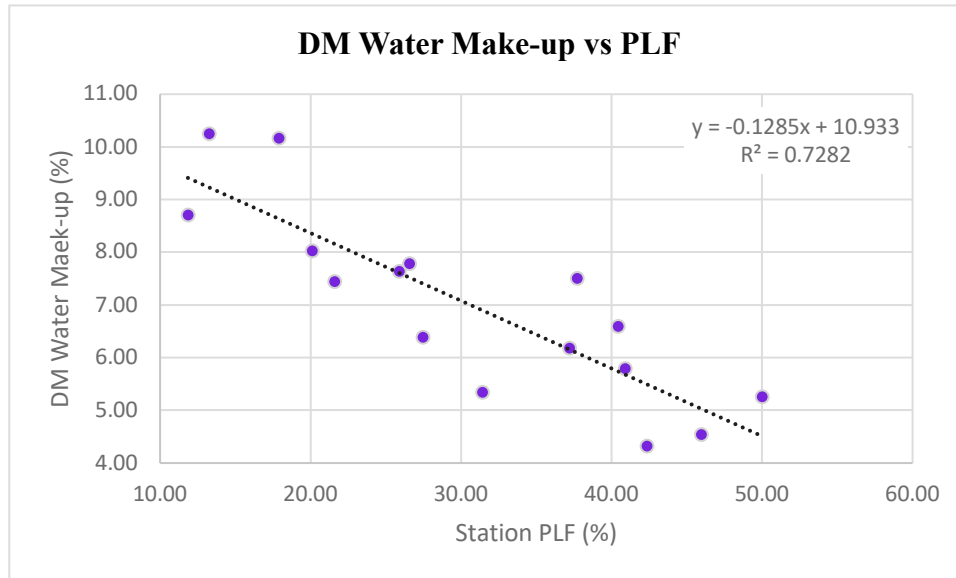
Date	Shift A - 1	Shift A - 2	Shift B - 1	Shift B - 2	Shift C - 1	Shift C - 2	% Compliance
<i>Formula</i>	<i>a</i>	<i>b</i>	<i>c</i>	<i>d</i>	<i>e</i>	<i>f</i>	$G = \frac{(a+b+c+d+e+f) * 100}{(20 * 6)}$
01-Jan-2024	18	19	20	20	18	17	93.33%
02-Jan-2024	19	19	20	17	16	18	90.83%
...	...		...		...		...
31-Jan-2024	20	20	16	17	16	19	90.00%
Average							

$$\text{Average monthly compliance} = \frac{\text{Compliance of (Day 1 + Day 2 + \dots + Day N)}}{N}$$

Note –

- a, b, c, d, e, f are the number of water quality parameters out of 20 that fall within the respective desired range as mentioned in the table above.
- Water quality measurements are to be done twice every 8-hour shift (shift A, shift B, shift C) and the number of parameters falling within the standard range mentioned above would be counted.
- In situations, where the plant is not operational, the water quality parameters would be considered to lie within the standard range.
- The successful bidder must ensure sufficient water output from each water treatment facility / system (pre-treatment plant, chlorination plant, desalination plant, de-mineralization plant, reverse osmosis plant) for continuous supply of treated water of desired quality to plant for smooth operations.

## Appendix II: DM Water Consumption



1. A curve of DM water make-up (%) v/s Station PLF (%) has been plotted basis the historical data of plant performance.
2. Successful bidder has to ensure that the **Target Value (T)** of DM water make up (y-axis) should be less than or equal to the corresponding value obtained through the equation ( $y = -0.1285x + 10.933$ ) using the Station PLF value (x-axis).
3. **Illustrative calculations –**

If station PLF for a certain month is 40%. The corresponding value of DM water makeup should be:

$$\text{DM water make – up (\%)} = (-0.1285) \times (40) + 10.933 = 5.19\%$$

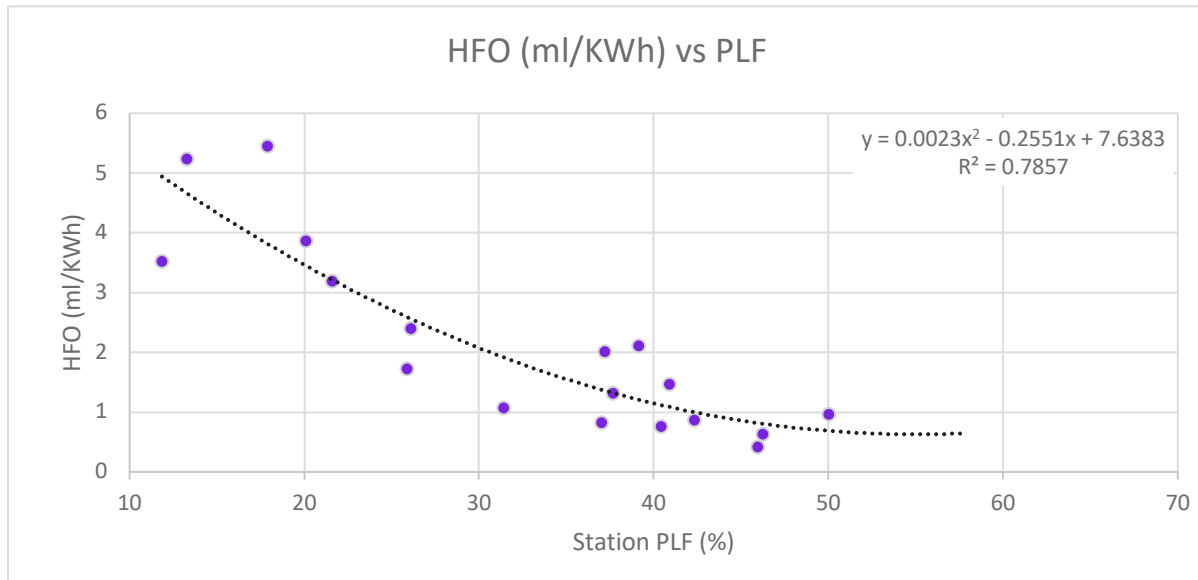
If the DM water make-up % for the corresponding month is  $\leq 5.19\%$ , an incentive would be given to the successful bidder for this KPI as per Annexure D.

In case the DM water make-up % exceeds the desired value obtained from the equation, corresponding deduction would be charged as per the Service Level Agreements mentioned in Annexure D.

**Note:**

The graph and corresponding equation may be revised in the duration of the contract as per the plant performance in recent months.

### Appendix III: Specific HFO Consumption



1. A curve of specific HFO consumption (ml/KWh) v/s Station PLF (%) has been plotted basis the historical monthly data of plant performance.
2. The successful bidder has to ensure that the **Target Value (T)** of specific HFO consumption (y-axis) should be less than or equal to the corresponding value obtained through the equation ( $y = 0.0023x^2 - 0.2551x + 7.6383$ ) using the Station PLF value (x-axis).

#### 3. Illustrative calculations –

If station PLF for a certain month is 40%. The corresponding value of specific HFO consumption (ml/KWh) should be:

$$\text{Specific HFO Consumption (ml/KWh)} = 0.0023x(40)^2 - 0.2551x40 + 7.6383 = 1.1143$$

If the specific HFO consumption (ml/KWh) for the corresponding month is  $\leq 1.1143$ , an incentive would be given to the successful bidder for this KPI as per Annexure D.

In case the specific HFO consumption (ml/KWh) exceeds the desired value obtained from the equation, corresponding deduction would be charged as per the Service Level Agreements mentioned in Annexure D.

#### Note:

The graph and corresponding equation may be revised in the duration of the contract as per the plant performance in recent months.



### Appendix IV: Soot Blowing Compliance

$$\text{Soot Blowing (SB) Compliance} = \frac{\text{SB Compliance U1} + \text{SB Compliance U2}}{2}$$

The unit-wise soot-blowing compliance will be calculated as follows:

U1	# Soot Blowers Scheduled			# Available Soot Blowers			# Soot Blowers Operated			% Compliance
	A	B	C	A	B	C	A	B	C	
<i>Date</i>	<i>a</i>	<i>b</i>	<i>c</i>	<i>d</i>	<i>e</i>	<i>f</i>	<i>g</i>	<i>h</i>	<i>i</i>	<i>G = (g+h+i)/(d+e+f)</i>
<i>Formula</i>	<i>a</i>	<i>b</i>	<i>c</i>	<i>d</i>	<i>e</i>	<i>f</i>	<i>g</i>	<i>h</i>	<i>i</i>	<i>G = (g+h+i)/(d+e+f)</i>
01-Jan-2024	10	12	8	10	12	8	10	12	7	96.7%
02-Jan-2024	10	12	8	9	8	8	8	8	8	96.0%
...	...	...	...	...	...	...	...	...	...	...
31-Jan-2024	10	12	8	10	10	6	10	10	6	100.0%
<b>Average</b>										<b>97.2%</b>

$$\text{Average Monthly SB Compliance} = \frac{\text{Compliance of (Day 1 + Day 2 + \dots + Day N)}}{N}$$

SB compliance will be computed for 2<sup>nd</sup> unit as well. Let's say SB Compliance U2 is 98.3%.

$$\text{Soot Blowing (SB) Compliance} = \frac{97.2\% + 98.3\%}{2} = 97.75\%$$

**Note:**

1. Successful bidder shall adhere to the soot-blowing schedule as mutually determined and finalized by GMDC team and successful bidder as per requirement of each unit at the start of the contract.
2. Soot blowing schedule will be revised time to time considering the overall health of the equipment and as mutually decided by GMDC site team and successful bidder for optimal performance of each unit. All such changes to the schedule shall be binding to the successful bidder.
3. Any soot blowing activity scheduled which is not performed or where completion is delayed as compared to the planned schedule and non-conforming shall be treated as a default for the purpose of calculating soot blowing compliance index.

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### **Appendix V: Main Steam Temperature**

1. Monthly payments would be based on the average main steam temperature values obtained for the month as per the Service Level Agreements mentioned in Annexure D.
2. Only the steam temperatures when the system is in-sync would be considered to calculate the applicable K-factor.
3. K-factor would be calculated individually for both units at the end of the month and lower of the two would be considered as the final K-factor for the monthly payment.

**Example:**

If the average monthly temperature for Unit-1 is 521 °C, the K-factor for Unit-1 would be 1.00.

And the average monthly temperature for Unit-2 is 518 °C, the K-factor for Unit-2 would be 0.98.

For the monthly invoice calculation for Main steam temperature KPI, 0.98 would be considered as the final K-factor on the applicable monthly amount.

---

## Appendix VI: Hot Reheat Steam Temperature

1. Monthly payments would be based on the average main steam temperature values obtained for the month as per the Service Level Agreements mentioned in Annexure D.
2. Only the steam temperatures when the system is in-sync would be considered to calculate the applicable K-factor.
5. K-factor would be calculated individually for both units at the end of the month and lower of the two would be considered as the final K-factor for the monthly payment.

**Example:**

If the average monthly temperature for Unit-1 is 518 °C, the K-factor for Unit-1 would be 0.98.

And the average monthly temperature for Unit-2 is 516 °C, the K-factor for Unit-2 would be 0.95.

For the monthly invoice calculation for Hot reheat steam temperature KPI, 0.95 would be considered as the final K-factor on the applicable monthly amount.

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### **Appendix VII: Manpower Availability**

1. Non-availability of each manpower will be tracked through daily attendance of manpower and the deduction equal to 2 x price submitted in price bid for respective designation per instance of non-availability of respective manpower will be charged.
2. For clarification, non-availability of particular manpower in a shift is counted as one instance of non-availability.
3. The successful bidder has to supply manpower as per the qualifications mentioned in Annexure E. At any point in the duration of the contract, if the successful bidder replaces any technical manpower, they have to ensure that the replaced manpower is of the same competence / qualifications as the previously staffed manpower.
4. In case the replaced manpower is not of similar competence, each instance would be considered as the non-availability of corresponding manpower and applicable deduction would be charged to the successful bidder accordingly.



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### **Appendix VIII: Plant Tripping due to Human Errors**

1. A deduction of Rs. 1,00,000 per instance would be charged if the total unit tripping occurs due to reasons attributable to human errors of the operations team. The deduction would be levied basis the Root Cause Analysis (RCA) reports of the incident.



## Annexure E: Manpower Deployment for Operations Work

The tentative manpower for various activities under this contract shall be as under:

S. No.	Designation	GEN	Daily Shift (A+B+C)	Total Indicative Manpower (exc. Relievers)
<b>A. Supervisors</b>				<b>1</b>
1	Operations In-Charge	1	0	1
<b>B. Operations - Central Control Room</b>				<b>68</b>
1	Shift In-Charge	1	3	4
2	Assistant Shift In-Charge	1	3	4
3	Desk Engineers - Boiler	2	6	8
4	Desk Engineers - Turbine	2	6	8
5	Desk Engineers - Lime <sup>1</sup>	2	6	8
6	Field Engineers - Boiler	2	6	8
7	Field Engineers - Turbine	2	6	8
8	Field Engineers - Lime <sup>1</sup>	1	3	4
9	Field Engineers - 6.6 KV	1	3	4
10	Field Engineers - Switchyard	1	3	4
11	Field Engineers - KVL (Cooling Tower)	1	3	4
12	Field Engineers - Auxiliary Boiler	1	3	4
<b>B. Operations - BoP (SWTP, RO Plant, Chemistry Lab)</b>				<b>25</b>
1	Operator - Pre-Treatment, Chlorination, Desalination, DM plant	3	9	12
2	Operator - RO Plant	2	6	8
3	Lab Chemist	2	3	5
<b>Total (A+B+C)</b>				<b>94</b>

The required qualifications of deployed manpower for operations of BTG and BoP is as follows:

S. No.	Designation	Qualifications
<b>A. Supervisors</b>		
1	Operations In-Charge	BE / B Tech Mechanical/Electrical / C&I Engg. having minimum of 13-15 Years' Experience in Coal based Thermal Power Plant with CFBC Boiler and worked in Boiler, Turbine, ESP, Ash handling, BOP, Coal Handling Operations with minimum 8-10 Years in > 80 MW (Unit Capacity) Power Plant in HOD/ Shift In-



		charge position. Boiler proficiency with BOE, NPTI and O&M Experience will be preferred.
<b>B. Operations - Central Control Room</b>		
1	Shift In-Charge	BE/ B Tech/NPTI Mechanical/ Elect Engg. having minimum of 10-12 Years' Experience in Coal based Thermal Power Plant with CFBC Boiler and worked in Boiler, Turbine, ESP, Ash handling, BOP, Coal Handling Operations with minimum 6-8 Years in > 80 MW (Unit Capacity) Power Plant in HOD/ In-charge position. Boiler proficiency with BOE & NPTI will be preferred. Should have 4-5 Years' experience in Control Room Desk Operations, plant start-up, shutdown, emergency handling, grid coordination, Annual overhauling, Electrical systems operations, synchronization, isolation, blackout/ restoration, etc.
2	Assistant Shift In-Charge	BE/ B Tech/NPTI Mechanical/ Elect Engg. having minimum of 8-10 Years' Experience in Coal based Thermal Power Plant with CFBC Boiler and worked in Boiler, Turbine, ESP, Ash handling, BOP, Coal Handling Operations with minimum 5-6 Years in > 80 MW (Unit Capacity) Power Plant in HOD/ In-charge position. Boiler proficiency with BOE & NPTI will be preferred. Should have 3-4 Years' experience in Control Room Desk Operations, plant start-up, shutdown, emergency handling, grid coordination, Annual overhauling, Electrical systems operations, synchronization, isolation, blackout/ restoration, etc.
3	Desk Engineers - Boiler	BE/ B Tech/NPTI Mechanical/ Elect Engg./ Diploma having minimum of 6-8 Years' Experience in Coal based Thermal Power Plant with CFBC Boiler and worked in Boiler, Turbine, ESP, Ash handling, BOP, Coal Handling Operations with minimum 4-5 Years in > 80 MW (Unit Capacity) Power Plant in HOD/ In-charge position. Boiler proficiency with BOE & NPTI will be preferred. Should have 3-4 Years' experience in Control Room Desk Operations, plant start-up, shutdown, emergency handling, grid coordination, Annual overhauling, Electrical systems operations, synchronization, isolation, blackout/ restoration, etc.
4	Desk Engineers - Turbine	
5	Desk Engineers - Lime <sup>1</sup>	
6	Field Engineers - Boiler	Diploma or BSc having 6-8 Years' Experience in Coal Based Thermal Power plant and minimum 3-4 years' work experience as Boiler Operator in Power plant > 80 MW Unit Capacity. Should have first class boiler attendant license. In case of ITI Minimum Experience shall be 8-10 Years'.
7	Field Engineers - Turbine	Diploma or BSc having 6-8 Years' Experience in Coal Based Thermal Power plant and minimum 3-4 years' work experience as Boiler/ Turbine Operator in Power plant > 80 MW Unit Capacity. In case of ITI Minimum Experience shall be 8-10 Years.
8	Field Engineers - Lime <sup>1</sup>	
9	Field Engineers - 6.6 KV	
10	Field Engineers - Switchyard	
11	Field Engineers - KVL (Cooling Tower)	
12	Field Engineers - Auxiliary Boiler	



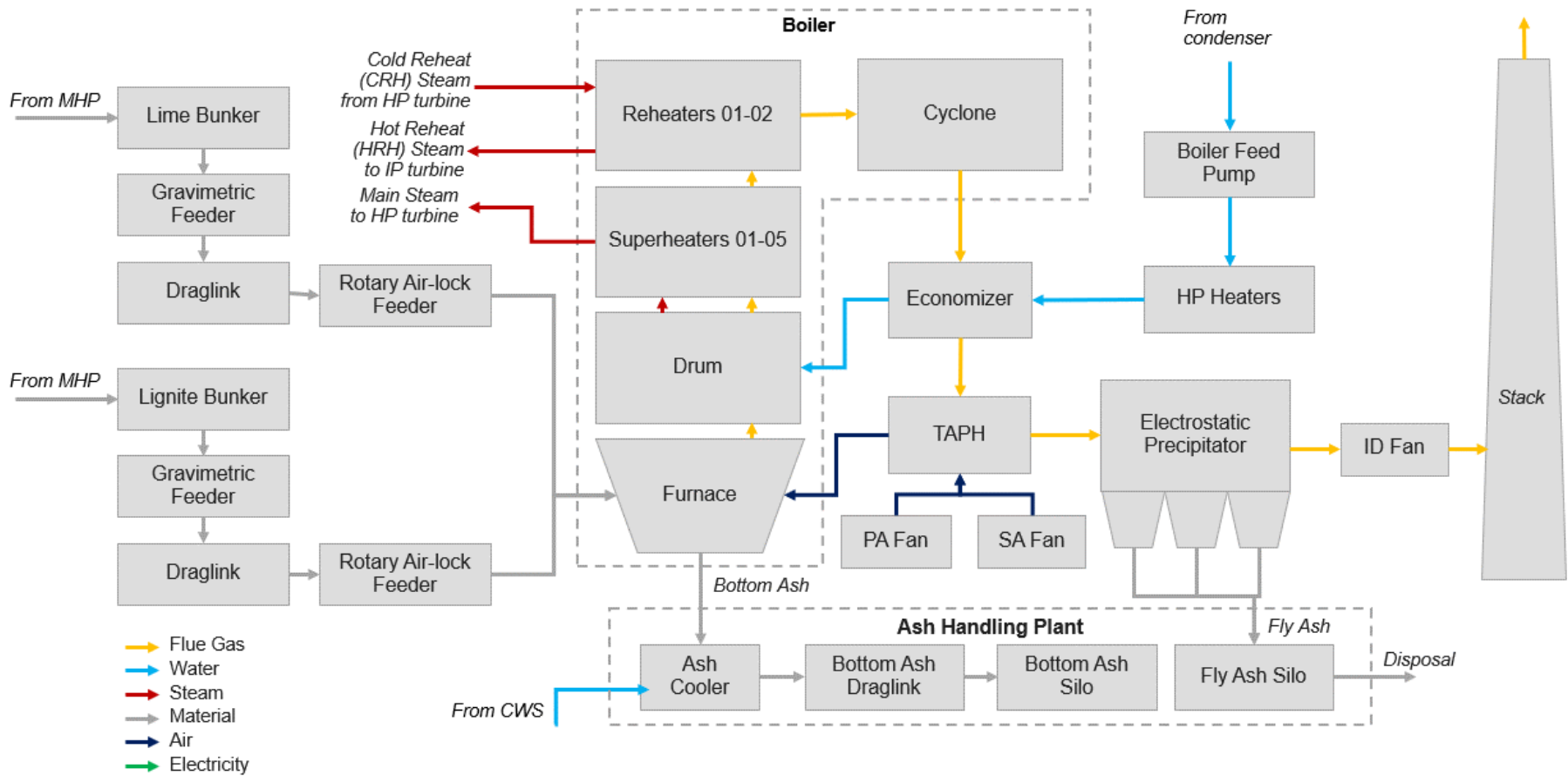
<b>B. Operations - BoP (SWTP, RO Plant, Chemistry Lab)</b>		
1	Operator - Pre-Treatment, Chlorination, Desalination, DM plant	Diploma or BSc having 6-8 Years' Experience in Coal Based Thermal Power plant and minimum 3-4 years' work experience as Boiler/ Turbine/ Water Treatment Plant Operator in Power plant > 80 MW Unit Capacity. In case of ITI Minimum Experience shall be 8-10 Years.
2	Operator - RO Plant	
3	Lab Chemist	BSc/ MSc Chemistry or BE/ Diploma Chemical Tech with 6-8 Years' experience in DM Plant, Boiler/ water treatment and management. Should have 3-4 Years' Experience in Coal Based Thermal Power Plant of > 80 MW Capacity in the similar profile. Specialization in Water Treatment, Water, Fuel Sampling & Analysis, Boiler Water Chemistry, and Air & Gas Analysis will be preferred.

**Note:**

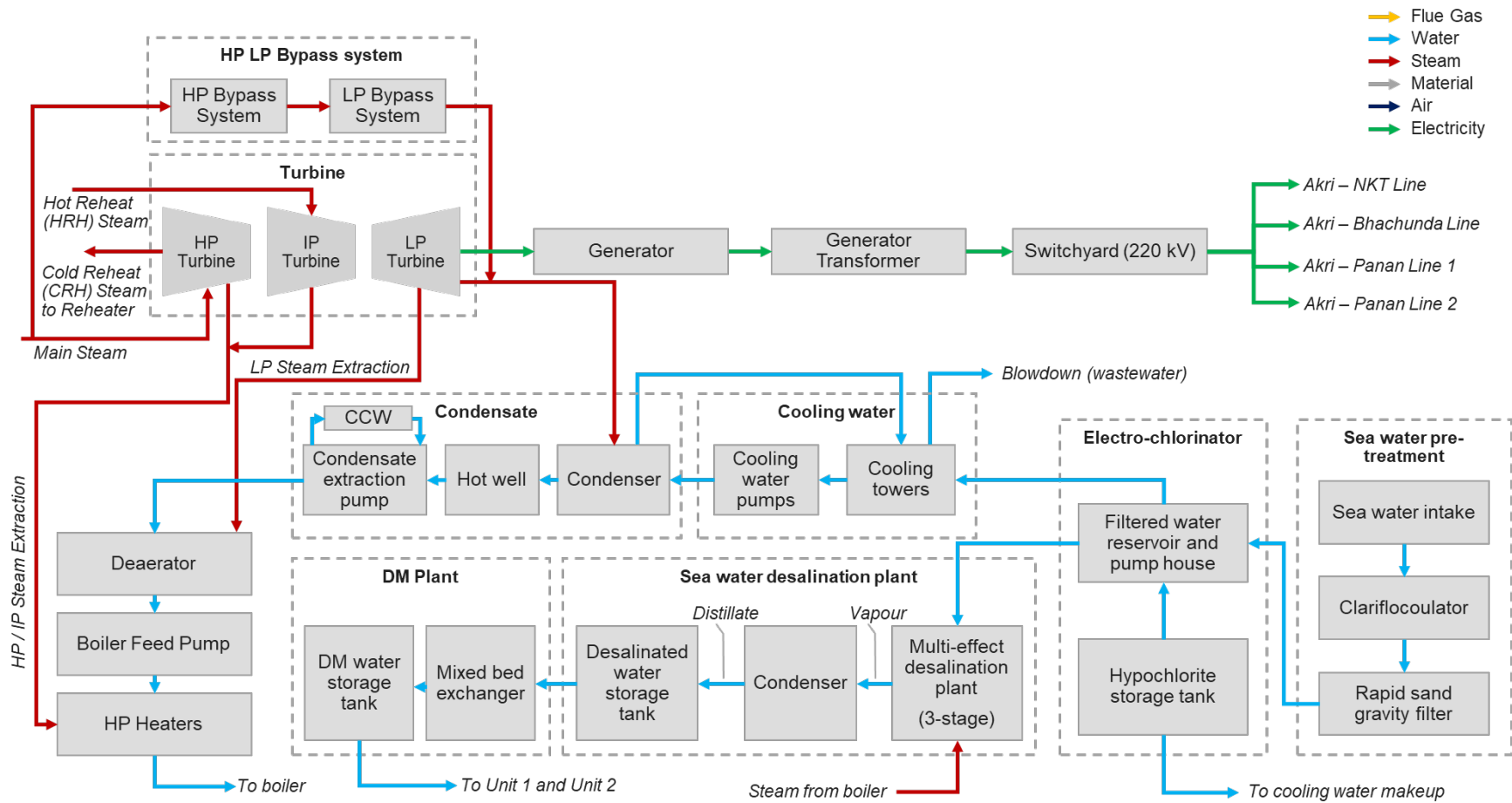
1. Lime Handling Plant is under revival. Manpower required for operating Lime Handling Plant would be required post revival. Payment for the same to be done post revival.

## Annexure F: Flowcharts

### Boiler Process Flow Diagram



### Turbine and BoP Process Flow Diagram





**FORM PA**  
**CHECK LIST OF DOCUMENTS ENCLOSED WITH TENDER**

**TECHNICAL BID**

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

**PRICE BID**

1	Online Price bid submission in <b>Form-PP</b>	Yes / No
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**FORM PB**  
**STATUS OF THE BIDDER**

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

Signature and Stamp of the Bidder



## FORM PC

### 1. Turnover and Net Worth

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

1.1 Net Worth= Rs. \_\_\_\_\_ for the Year ended on 31.03.2021  
Rs. \_\_\_\_\_ for the Year ended on 31.03.2022  
Rs. \_\_\_\_\_ for the Year ended on 31.03.2023

**Average Net Worth Rs.** \_\_\_\_\_

1.2 Turn Over = Rs. \_\_\_\_\_ for the Year ended on 31.03.2021  
Rs. \_\_\_\_\_ for the Year ended on 31.03.2022  
Rs. \_\_\_\_\_ for the Year ended on 31.03.2023

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

### 2. Details of Work Carried Out by the Bidder During the Last Seven Years (i.e. period from: 01/12/2016 to 30/11/2023)

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

Signature and Stamp of the Bidder  
CA

Signature and Stamp of the

**TO BE CERTIFIED BY CHARTERED ACCOUNTANT SHOWING MEMBERSHIP NO/ FIRM REGISTRATION NO**



**FORM PD**  
**Declaration**

(On letter head of the Bidder)

DATE:

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

Dear Sir,

I/we here by solemnly declare that

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

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

Yours faithfully,

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



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

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

**Undertaking Regarding Geniuses Of Documents**  
**(On Non-Judicial Stamp Paper Of Rs 300/-)**

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

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

**SIGNATURE OF THE BIDDER**

**WITH SEAL**

Dated .....



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

To,

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

Dear Sir,

We M/s. ----- hereby undertake that, we shall at all times, indemnify and keep indemnified that GMDC 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 Tender No. \_\_\_\_\_. We shall be responsible for all risk arising in connection with or on account of the operations covered by the contract covered by the above tender and shall make good all losses and damages arising there from. In case, the GMDC 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 Bidder/tender, the GMDC Limited shall have the power (without being bound to do so) to define, contest or compromise any such claim demand or cause of action. Any amount that may become payable by GMDC 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.

Yours faithfully,

For -----

(Signature & Stamp of the Bidder)



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**FORM PG**  
**Declaration**

(On letter head of the Bidder)

**Site Visit**

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

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

**SIGNATURE OF THE BIDDER WITH SEAL**

Dated .....

## FORM PH – TECHNICAL BID

### Technical Score Details

Category	Criteria	Applicable details (Basis Section 11.1.1)	Verification
<b>Prior Experience</b> (50 marks)	Largest individual Operations / O&M project for a coal or lignite-based thermal power Plant in terms of MW		Document evidence including relevant portions of the work order / Contract / completion certificate for contracts undertaken
	Number of Operations / O&M projects for coal or lignite based thermal power plant with capacity $\geq$ 250 MW		
	Experience of operating CFBC boiler		
	Experience of working as an Operations / O&M service provider for any central/ state/ or PSUs organization		
	Number of years of experience in Operations / O&M services for coal or lignite based thermal power plants		
<b>Regional Presence</b> (10 marks)	Experience of working as Operations / O&M service provider or in house Operations / O&M capability in Gujarat state		
<b>Workforce Capabilities</b> (40 marks)	Number of employees for Operations services in thermal power plant		Self-declaration of workforce capabilities
	Operations In-charge's years of experience		
	Shift In-charge's years of experience		



**PRICE BID FORM – PP**  
**(To be submitted online)**

S. No.	Designation	Total Manpower per day	Unit rate per person in INR per day	Total amount in INR per 365 days
<b>A. Supervisors</b>		<b>1</b>		
1	Operations In-Charge	1		
<b>B. Operations - Central Control Room</b>		<b>68</b>		
2	Shift In-Charge	4		
3	Assistant Shift In-Charge	4		
4	Desk Engineers - Boiler	8		
5	Desk Engineers - Turbine	8		
6	Desk Engineers - Lime <sup>1</sup>	8		
7	Field Engineers - Boiler	8		
8	Field Engineers - Turbine	8		
9	Field Engineers - Lime <sup>1</sup>	4		
10	Field Engineers - 6.6 KV	4		
11	Field Engineers - Switchyard	4		
12	Field Engineers - KVL (Cooling Tower)	4		
13	Field Engineers - Auxiliary Boiler	4		
<b>B. Operations - BoP (SWTP, RO Plant, Chemistry Lab)</b>		<b>25</b>		
14	Operator - Pre-Treatment, Chlorination, Desalination, DM plant	12		
15	Operator - RO Plant	8		
16	Lab Chemist	5		
17	Total amount in Rs. excluding GST at actual for one year for providing manpower as per scope of work (Sum of 1-16)			
18	Operations of Boiler, Turbine, Generator and Auxiliaries, and Balance of Plant (BoP) systems			
19	<b>Total contract amount in INR per year excluding GST at actual (sum of 17 &amp; 18)</b>			

GST shall be reimbursed extra as per prevailing and applicable rates on submission of proof thereof.

**SIGNATURE OF THE BIDDER WITH SEAL**

Dated .....



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

Gujarat Mineral Development Corporation Limited (GMDC)  
132 Ft Ring Road, Near University Ground Vastrapur, Ahmedabad.  
Bank Name: ICICI Bank Ltd  
IFS Code: ICIC0000024  
UIC GMDC530265584 for Field 7037 MT760

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

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

..... (Name of the Bank)

Address.....

Guarantee No.....

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

Date of Expiry.....

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

Invitation For Tender No..... Dated.....( bidding document )

For..... (Name of Facilities)

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

Date.....2023

To,

Gujarat Mineral Development Corporation Ltd.  
132 Ft Ring Road,  
Near University Ground  
Vastrapur,  
Ahmedabad.

Dear Sir,

In consideration of Gujarat Mineral Development Corporation (hereinafter called “GMDC”) which expression shall unless repugnant to the subject of context include his successors and assigns having agreed to exempt M/s..... (herein after called



“Bidder”) from demand under the terms and conditions of “Technical Bid Document” ( hereinafter called the said “Bidding Document”) issued by the GMDC vide TenderNo. \_\_\_\_\_ for \_\_\_\_\_ the work \_\_\_\_\_

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

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

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



reason of any such variation or extension being granted to the said Bidder or for any forbearance act or omission on your part or any indulgence by you to the said Bidder or any such matter or thing whatsoever under the law relating to sureties would but for this provision have effect of so relieving us.

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

**Yours faithfully**

**For.....**

**(Name of the Bank)**