

GMDC/LP/ /15-16

Dates:19th August, 2015

NOTICE INVITING TENDER

TENDER NO. LP/01/15-16

- Turnkey Mining Contract involving Overburden/ Inter burden removal, Excavation and/or Loading of Lignite from mines face and ancillary activities at Lignite Mine Rajpardi, District- Bharuch, Gujarat.
- Combined Work of Transportation & Unloading of lignite from mines face to Stack yard on the ground surface level and Re- Loading of Lignite from stack yard on the ground surface level at Lignite Mine Rajpardi, District- Bharuch, Gujarat.
- Interested parties may please download the Tender Document of Tender No. LP/01/15-15 from website:gmdd.nprocure.com & www.gmdcltd.com



General Manager (Lignite Projects)
GUJARAT MINERAL DEVELOPMENT GMDC LTD.
(A Govt. of Gujarat Enterprise)
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GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED

“KHANIJ BHAVAN”

132 FT. RING ROAD, UNIVERSITY GROUND

VASTRAPUR

AHMEDABAD 380 052

TENDER NO. LP/01/15-16

E-TENDER

For

- 1. Turnkey Mining Contract involving Overburden/ Inter burden removal, Excavation and/or Loading of Lignite from mines face and ancillary activities at Lignite Mine , District- Bharuch, Gujarat.**
- 2. Combined Work of Transportation & Unloading of lignite from mines face to Stack yard on the ground surface level and Re-Loading of Lignite from stack yard on the ground surface level at Lignite Mine Rajpardi, District- Bharuch, Gujarat.**



CIN: L14100GJ1963SGC001206

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TENDER NOTICE**TENDER NO. LP/01/15-16****Summary:**

Place of work	Amod(G-19 Extn.) Lignite Mine, Taluka- Jhagadia,Dist. - Bharuch, Gujarat.
Brief Description of work	<p>The successful bidder will be awarded -</p> <ul style="list-style-type: none"> • Turnkey Mining Contract involving Overburden/ Interburden removal, Excavation and/or Loading of Lignite from mines face and ancillary activities at Lignite Mine Rajpardi • Combined Work of Transportation & Unloading of lignite from mines face to Stack yard on the ground surface level and Re- Loading of Lignite from stack yard on the ground surface level at Lignite Mine Rajpardi
Item wise Quantity.	<ul style="list-style-type: none"> • Estimated qty. of Lignite Mining& Loading& Dispatch on turnkey basis =79 Lac MT • Estimated qty. of OB/IB = 1225 Lac M³ • Estimated qty. of Combined Work of Transportation & Unloading of lignite from mines face to Stack yard on the ground surface level and Re- Loading of Lignite from stack yard on the ground surface level at Lignite Mine Rajpardi = 10 Lac MT during the 9 Year or till Exhaustion of the Mine whichever is earlier
Period of contract	9 years or till Exhaustion of the Mine whichever is earlier
Estimated Contract Value	Rs.760 Crore (Rupees Seven Hundred sixty crore only)

EMD	<p>Rs.2.50 Crore (Rupees two crore fifty lac only)</p> <ul style="list-style-type: none"> In form of DD in favour of GMDC Ltd. payable at Ahmedabad from banks approved by Govt. of Gujarat from time to time(except Co-Operative bank) or Fixed deposit (FD) issued in favour of GMDC from the banks approved by Govt. of Gujarat (Listed at Annexure- II)from time to time(except Co-Operative bank) valid for a period of not less than 6 (six) months from the date of opening of preliminary bid. The FD shall be renewable at the discretion of GMDC.or A Bank Guarantee, issued by the approved banks in the form and manner acceptable to GMDC. It should be valid for a period of not less than 6 (six) months from the date of opening of the bids.
Tender Processing Fee	Rs. 30,000 (Thirty Thousand only) payable by Demand Draft favoring “GMDC Ltd.” payable at Ahmedabad.
Availability of Tender document	On web site www.gmdcltd.com , https://gmdc.nprocure.com ,
Downloading of tender document from websites	From Dt.19/08/2015
Last date of submission of written request for clarification if any, on Bid Document	26/08/2015 up to 15:30 Hrs.
Pre-Bid Meeting	<p>On dt.01/09/2015 at 16:00 Hrs.</p> <ul style="list-style-type: none"> All the prospective and eligible Bidders are invited to attend a Pre-Bid Meeting on 01/09/2015 at 16:00 Hrs. at Corporate Office, GMDC, Ahmedabad (Gujarat). Maximum two members per Bidder may be allowed for the Pre-Bid meeting.
Last date of on line submission of offer	10/09/2015 up to 15:30 Hrs. on https://gmdc.nprocure.com only.
Submission of Tender fee, EMD and Supporting documents	10/09/2015 up to 15:30 Hrs. at Corporate office, Ahmedabad.

for Tech. bid	
Date and time for online opening and viewing of preliminary bid.	10/09/2015 at 16:30 Hrs.

1. GMDC reserves absolute right/discretion to reject any or all the tenders received or invite fresh bid at any stage or split the work between one or more bidders as the case may be.
2. The bidders are required to quote the rate strictly as per the terms and conditions mentioned in the Tender document. The conditional tender shall not be entertained and will be liable for outright rejection.
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.
4. GMDC reserve the rights to modify or alter any Condition of the Tender.
5. The bidders are advised to submit their bids on line on <https://www.gmdc.nprocure.com>
6. Failure to submit bid on online in stipulated time due to any reason whatsoever by any bidder shall result in disqualification of bid. In such circumstances, bid submitted physically for supporting documents, tender fees, EMD amount etc. shall not be considered as bid submitted and returned back to bidder without opening the same. GMDC reserves the right to take suitable decision as deemed fit.



CIN: L14100GJ1963SGC001206

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Chapter I: Brief Introduction

1. GMDC

- 1.1. Gujarat Mineral Development Corporation Limited (GMDC), a Government of Gujarat Company, is a pioneer institution 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 and outside Gujarat. GMDC's mining activities are spread over in various districts of the state including Kutch, Jamnagar, Bhavnagar, Bharuch, Baroda, Surat and Banaskantha. It is currently dealing in minerals like Bauxite, Fluorspar, Ball Clay, Silica sand, Manganese and Lignite. GMDC has also set up a 250 MW lignite based Thermal Power Station at NaniChher in Kutch, Wind power of 100 MW at Maliya, Jodiya, Godsar, Bhanvad and Solar Power plant of 5 MW at Panandhro Project. GMDC is operating Lignite mines, in Panandhro, Mata-No-Madhand Umarsar in Kutch, Rajpardi in Bharuch district, Tadkeshwar in Surat District and Surkha (N) in Bhavnagar District.

2. LOCATION

- 2.1. The lease of Rajpardi Lignite Mine is spread over in villages Amod, Bhuri and Maljipura of Jhagadia Taluka in Bharuch District of the State. The project is located about 30 kms from Bharuch on the Bharuch- Rajpipala road. It is 3 kms from Rajpardi, which is a small town nearby. The nearest Railway Station is at Bharuch and Airport is at Baroda, located 30 kms and 105 Km away from the lease area respectively.

3. THE PROJECT

- 3.1. Climate of the area is warm, humid and subtropical in nature. Monsoon is generally heavy compared to the other parts of the State. Average rainfall is about 1466mm. Highest rainfall in this area was recorded during the year 2013. It was 2764mm. Temperature in winter ranges from 15°C to 25°C while in summer it goes up to 45°C.

4. EXPLORATION AND INTERPRETATION:

- 4.1. Commissioner of Geology and Mining of Govt. of Gujarat carried out exploration in this area. GMDC had also carried out fresh additional drilling. Geological information is authentic, however, geological surprises cannot be ruled out.

5. CURRENT STATUS

- 5.1. Currently project is in operation and lignite production capacity of 1.0 MTPA. Project has established infrastructures facilities such as roads, rest shelter for workers, first aid facilities and weigh bridges where quantity of lignite loaded is captured in ERP.

6. METHOD OF MINING

- 6.1. Lignite has been mined by opencast mining method, using conventional mining machinery like hydraulic excavators/hydraulic shovels and dumpers for OB/IB removal, and excavation & loading of lignite in to consumer's trucks or dumpers/trucks of other agency from mines working face as directed by GMDC. Entire mining operations, inclusive of all ancillary operations, are proposed to be outsourced to a bidder selected through tendering process. The entire topsoil excavated from the mining area will be stacked separately or spread over the reclaimed area as directed by the General Manager (P). Other minerals like Silica sand, Ball Clay or any other economic mineral, if found in the mining area, will be mined out separately and shall be stacked at places as may be advised by the Mine Manager or loaded into consumers' trucks for which no extra payment will be made.
- 6.2. It is proposed to carry out Dip to Rise mining and carrying out lignite mining by leaving in-situ barrier and extracting the lignite by forming a compartment in the initial years (1st & 2nd year as the works progress) and finally adopting the method from dip to rise mining throughout the contract period. In present working condition, to advance the working towards the ultimate depth leaving barrier against water/slurry with recommended design and after attending the ultimate depth the mining should be carried forward in upward direction.
- 6.3. Considering the maximum conservation of the lignite, it is proposed to carry out the mining up to 3rd Lignite seam. In order to keep safe and workable mining condition mining of the 3rd seam lignite is not proposed in the area adjoining to existing working face in the northern most direction in length of about 600 mtr. (North - South) as shown in the plate no-1. Rest of the proposed working area proposed for mining up to 3rd seam lignite up to maximum 150 mtr. depth and mine floor RL finalized in the dip to rise direction. Mining for 1st and 3rd lignite seam proposed as shown in the plate no.1. In case of unsafe working conditions arise during contract period at any time of point in execution of the work, mining of the 3rd seam lignite may not be carried out and the overall quantities of OB/IB and lignite may be reviewed.
- 6.4. Down throw Fault of about 6 to 8 mtr. along the strike in the southern side of the existing working pit was encountered (shown in the plate no.1). This kind of geological disturbance may appear in future also in the proposed working area. Frequent sliding of in- pit dump is observed at the mine. This is resulting in to failure of in-situ barrier, heaving/cracks in the lignite benches, always threats of burying of the exposed lignite, mines working prone to unwanted incidents/accidents due to unsafe working condition etc. In case of such major/heavy sliding takes place adjoining to the proposed working area during the contract period and working conditions become unsafe and not workable, the affected area of the proposed working may be left for the mining and working may

not be carried out in the affected area. Under such contingences, the quantities of the Lignite and OB/IB may be reviewed considering the boundary of net workable area available after leaving the affected area of the working. Rate of the work finalized at the time of award of the work may be reviewed proportionately with respect to Stripping Ratio considering variation in the quantities of Lignite and OB/IB. Decision in the revision of the rate taken by the GMDC will be binding to the successful bidder.

7. DESCRIPTION OF THE WORK

7.1. Definition of Work:

- A. **Work of Lignite Mining, Loading and Dispatch:** Work of Lignite Mining, Loading and Dispatch which includes excavation, transportation and unloading of OB/IB up to dump, dozing, spreading, leveling, dust suppression, road formation, excavation and loading of lignite in to consumer trucks/ dumper from mines face, loading/unloading of lignite from trucks/dumpers in case of excess/shortage (Vadh/Ghat) in desired tonnage of lignite to be loaded in Trucks/dumpers and related ancillary activities requires to be carried out under turnkey mining contract.
- B. **Combined Work of Lignite Transportation & Re-Loading of Lignite from Stack Yard:** Combined Work of Lignite Transportation & Re-Loading of Lignite from Stack Yard means excavation of Lignite from mine face, loading into the dumpers, Transportation of Lignite from Mines face to stack yard on the ground surface level. (approx. One way average distance = 2.50 km), and Work of Re-Loading of Lignite and dispatch in to consumer truck from stack yard.
- C. **Contractor-** For the purpose of the tender, Contractor means the entity that emerges as the successful bidder in the entire tendering process for carrying out the work under this Tender of Rajpardi Lignite Project.
- D. **Bidder:** Bidder shall mean the single registered entity that has submitted a Proposal for Qualification in response of this Tender.
- E. **Overburden (OB):** Lignite being sedimentary in nature occurs either in a single layer or in multiple layers at various depths. Opencast mining method to win this lignite involves excavation of the entire overlying materials up-to the depth of lignite formation in the target area. The materials lying from the surface level to the first layer of lignite in the target area is termed as Overburden (OB). For the purpose of the tender the OB materials chiefly constitute top soil, silica sand, sandstone, clay, shale etc.
- F. **Inter-burden (IB):** By virtue of the sedimentary origin of lignite, it occurs either in a single layer or in multiple layers. In case of multiple layered lignite deposits the materials lying in between two subsequent layers of lignite in the target area is termed as Inter-burden (IB). For the purpose of the tender the IB materials chiefly constitute various type of clays, shale etc. This does not include water spread

over lignite due to any reason including inundation while carrying out excavation/mining or any other operation.

- G. **Exposed Lignite:** Exposed Lignite means, the area in which the entire OB/IB has been removed up to the lignite layer excluding a thickness of 0.30 mtr. of OB/IB material which are being purposefully left to maintain the quality of lignite over a period of time. Further, this arrangement prevents the occurrence of spontaneous heating in the exposed lignite layers. For the purpose of this tender, if anything other than this 0.30 mtr. of this OB/IB layer exists than it will not be considered as Exposed Lignite.

7.2. **GMDC proposes to award the work as described below:**

- A. Lignite Mining, Loading and dispatch into consumer trucks or dumpers = **79 Lac MT (approximately).**
- B. Overburden / inter burden (OB/IB) Removal work to expose the lignite: Estimated Quantity of OB/IB removal = **1225 Lac M³**
- C. Estimated Quantity of Lignite available in the proposed area and **Mining, Loading and dispatch into consumer truck or dumper from mines face as directed by GMDC = 79 Lac MT**
- D. **Combined Work of Lignite Transportation & Re-Loading of Lignite from Stack Yard** will be carried out **as and when require basis**. The requirement of the works and its quantities are indicative only and may vary as per the actual requirement of the work. There shall be no compensation/adjustments to the Contractor. In case of any increase or decrease in the quantities up to 20% of the estimated quantities for **Combined Work of Lignite Transportation & Re-Loading of Lignite from Stack Yard**. Estimated Quantity of Combined Work = **10 Lac MT during the 9 year or till exhaustion of the mine.**
- E. Estimated quantity of 10 Lac MT of **Combined Work of Lignite Transportation & Re-Loading of Lignite from Stack Yard** is included in total quantity of 79 Lac MT of Lignite Mining, Loading and Dispatch.
- F. If necessary Contractor may have to blend the minor seams or the lignite seam having inferior quality, if any encountered with main lignite seam for the purpose of maintaining quality of the lignite by excavating the lignite seams and spreading it over the exposed main lignite seam as directed by GMDC's General Manager (P). No extra claim shall be entertained for such type of work.
- G. The Contractor shall be required to work in such area as may be directed by the GMDC General Manager (P) from time to time within the mining lease area. The entire area as per bid drawing may be allotted in phase manner and not necessarily at a time before commencement of the work. Depending upon local consideration or requirement of GMDC, it may temporarily discontinue the work in any part of the area assigned to the Contractor and ask the Contractor to work in

the alternative area within mining lease.

- H. The information provided above is GMDC's estimate only and indicative only. The bidder should have their own inspection and make their assessment of the site and satisfy themselves of all technical information provided above. Site visit are allowed as required by the bidder. Permission for conducting the detailed survey and exploration may be given with prior appointments which may be sought from General Manager (P)/General Manager (LP).GMDC is not responsible for any variation in the estimates.
- I. The estimation of the Lignite and OB/IB is based on the available data of the Borehole as per Borehole Litholog. The details are at Annexure-I. In case of any reason including adverse working conditions during execution of the contract that may compel suspension/closure of the mining operations, GMDC shall be at liberty to conclude/postpone/complete/terminate/foreclose this contract. No compensation or payment shall be made on account of non completion of the balance qty. work or for whole contract quantity. Decision of GMDC in this regard shall be final and binding to Contractor.

7.3. Related ancillary activities that the contractor is expected to perform as a part of the work awarded:

- A. Breaking and removal of hard strata encountered if any in OB/IB removal in the proposed working area shall be required to be dealt by deploying suitable machineries like rock breaker etc. for which **no extra payment shall be made. Drilling and Blasting is not permitted.**
- B. Contractor shall be responsible for various ancillary activities including those listed below:
- (a) Construction and maintenance of haul roads, ramps & footpaths and service road for light vehicles.
 - (b) Maintenance of separate dumps for OB, top soil and other economic minerals (Silica sand, Ball clay etc.).
 - (c) Dust suppression at all working places, haul roads, dumps, along the consumer truck traffic circuit, Weighbridges, Adm. bldg., mines Time Office area and as directed by the General Manager(P).
 - (d) Prevention, suppression and dealing with spontaneous heating/fire in working area, dump or any other place under its control. DGMS safety instructions shall be followed from time to time.
 - (e) Pre-monsoon preparation and dewatering of workings owing to ground water Seepage and monsoon water, inclusive of arrangements for preventing inrush of surface water into the working pit / areas. For the purpose, the Contractor shall make its own arrangements for pumps, pipeline, electric cable, electric panel and

other related accessories and shall also make adequate arrangements as may be required.

- (f) All activities arising for complying with various statute/laws/Rules/Regulations etc. including Environmental laws and if Contractor fails to do; it will be done at the risk and cost of the Contractor and expenses will be recovered from RA Bills of the Contractor.
- (g) Pumping and discharge of the accumulated water in the existing mine Pit as directed by the General Manager (P). **Current pumping** and discharge from the pit is **about 32000 M³ per day** in normal period and **55000 M³ per day during the monsoon** period.
- (h) Illumination of all working areas, haul roads, truck roads, footpaths, OB dumps, other stack yards and any other places where persons and machineries are engaged in the mine etc. as per the standard specified by the Director General of Mines Safety.
- (i) Deployment of loading machine or excavator for Vadh-Ghat activity in lignite Trucks nearby weighbridge area as directed. **No extra payment will be made for such activities.**
- (j) Apart from the compliance of various provisions of Mines Act 1952 and Rules, Regulations, laws, byelaws, framed there under, the following shall be within the Scope of work of Contractor.
 - i. Maintaining height and width of the OB and Lignite benches to safe limits as approved by DGMS and as directed by the General Manager (P).
 - ii. Internal Dump (Back Filled area): Height of the each lift of the backfill dump shall not be more than 10 meter and overall slope angle shall be within safe limit (less than 22 degree) to prevent dump failure.
 - iii. Construction of garland drains all around the mines workings and dumps, haul roads, truck roads or any other places as directed by the General Manager (P).
 - iv. Contractor has to ensure for the stability of the working benches and dump benches. In case of any failure of working benches and/or dump benches, Contractor will have to take corrective measures for the stability of the working benches and dump benches under his scope of work. **Contractor will not be entitled to any cost incurred on account of re-handling/handling of OB benches/dump benches, collapsed material or on account of recovery of lignite under such collapsed OB benches/dump benches.**
- C. The available LT power supply may be provided to contractor on the **chargeable basis** at the nearest point by GMDC to operate pumps to dewater the pit of seepage or monsoon water. However, Contractor may choose to carry out the pumping operation by deploying their own diesel pumps of adequate capacity

D. GMDC is having following high head and high capacity pumps and associated switchgears at the mines:

- (a) High Head 167 HP SS Pump with Starter Panel – 2 Nos.
- (b) High Capacity 215 HP SS Pump – 4 Nos.
- (c) 275 HP Starter Panel – 4 Nos.
- (d) LT Distribution Panel 1200 Amp – 1 No.
- (e) LT Distribution Panel 1000 Amp – 1 No.

Out of the above 6 nos. of the pumps, 2 nos. of High Head 167 HP SS Pump and 04 nos. of High Capacity 215 HP SS Pump are installed at the mines and are in operation. Above items of GMDC including pipes, cable etc. installed at the mine. These shall be used by the contractor till time the Contractor develops its capacity. Meantime, Contractor shall have to make his own arrangement of necessary accessories for the installation and operation of all the pumps at an earliest. GMDC will hand over the above 6 nos. of pumps, 6 nos. of the Starter panels and 2 nos. of Distribution panel to the Contractor so that the pumping activity can be started immediately with the commencement of the work. Monthly Rental charges for providing the said pumps and panels shall be payable by the Contractor along with applicable taxes and duties. **Contractor shall be charged Rs. 0.75 Lac per month as rental charges plus applicable taxes and duties.** The charges shall be deducted from the RA Bills. Contractor shall carry out operation, maintenance, repair etc. of the above all pumps for dewatering. GMDC will not provide any charges/cost/reimbursement/repair charges if any incurred by the Contractor for the above pumps and panels and to carry out the pumping operation of the same. After completion of the contract period, all the pumps and panels shall be taken away by the Contractor and shall have to pay Rs. 9.02 Lac (Rupees Nine Lac two thousand only) to GMDC as scrap value of the pumps and panels. If at any case the contract period extends beyond 9th year than the contractor shall continue to pay monthly charges at the rate 0.75 Lac (Taxes extra) and this additional payment will be deducted from 9.02 Lac while determining the scrape value. However, if the period goes beyond 10th year no scrap value will be charged. Contractor shall make adequate arrangement of pumping in addition of the above arrangement of the pumping to meet with total requirement of dewatering of the mine. Details of the pumps, panels, accessories etc. are as per Annexure-III.

Besides the above offer contractor will be at its liberty to develop his own pumping capacity to meet the requirement as per clause no. 7.3.B (g) of Chapter-I of the Tender Document. Looking at the hydro geological conditions of the mines, the contractor should essentially deploy at least two pumps having a capacity of discharging 250 M³/Hour up to a head of 120 mtr and above.

E. Silica sand, Ball Clay, Sandstone or any other economic mineral, if found in the mining area, will be mined out separately and shall either be stacked at places as may be advised by the Mine Manager or may have to be loaded into consumers' trucks for which no extra payment will be made. All the quantities of silica sand,

ballclay, sandstone etc. are included in OB/IB and not estimated separately.

F. Apart from the compliance of various provisions of Mines Act 1952 and Rules, Regulations, laws, byelaws, framed there under, the following shall be within the Scope of work of Contractor.

- (a) Maintaining height and width of the OB and Lignite benches to safe limits as approved by DGMS and as directed by the General Manager (P).
- (b) Internal Dump (Back Filled area): Height of the each lift of the backfill dump shall not be more than 10 meter and overall slope angle shall be within safe limit (less than 22 degree) to prevent dump failure.
- (c) Construction of garland drains all around the mines workings and dumps, haul roads, truck roads or any other places as directed by the General Manager (P).
- (d) Contractor has to ensure for the stability of the working benches and dump benches. In case of any failure of working benches and/or dump benches, Contractor will have to take corrective measures for the stability of the working benches and dump benches under his scope of work. **Contractor will not be entitled to any cost incurred on account of re-handling/handling of OB benches/dump benches, collapsed material or on account of recovery of lignite under such collapsed OB benches/dump benches.**

8. DIESEL ARRANGEMENT:

- 8.1. The Contractor will make suitable arrangement, at his own cost and risk, for procurement and storage of diesel, oil, lubricants etc. for the consumption at works site. GMDC will provide space up to 1700 sq. mtr for diesel storage facilities within lease and acquired area. At the end of the contract period, the contractor shall hand over the space and the facilities provided by GMDC as close as to its original condition existing at the time of allotment. If the existing diesel storage pump is handed over to the contractor then the onus of transferring the explosive license to the name of contractor at the onset of the contract and again transferring back to the name of GMDC at the end of the contract shall lie with the contractor.
- 8.2. To carry out the works described in the scope of work bidder will quote Diesel Component for the work of Lignite Mining, Loading and Dispatch to be carried out as under –
 - A. Diesel required in Litre per MT of Lignite Dispatch which includes excavation, transportation and unloading of OB/IB up to dump, dozing, spreading, leveling, dust suppression, road formation, excavation and loading of lignite in to consumer trucks/ dumper from mines face and related ancillary activities requires to be carried out under turnkey mining contract.
 - B. Quantity of diesel will be restricted to the actual lignite dispatched multiplied by Diesel Component fixed and agreed by the Contractor.
 - C. The cost of the diesel will be paid for the quantity of diesel finalized as per above Clause 8.2 B of Chapter II on monthly basis by considering price of the Diesel in Rupees per Litre which shall be taken as landing cost of the diesel at the Project

procured by the GMDC for their own use or landing cost at the project as provided by the supplier.

D. There shall be no reimbursement of the cost of diesel to be consumed for any other related ancillary activities including OB/IB removal.

8.3. To carry out the works described in the scope of work, the bidder will make arrangement of the diesel required for the **Combined Work of Lignite Transportation & Re-Loading of Lignite from Stack Yard –**

A. To carry out the works described in the scope of work bidder will quote the **firm rate in Rupees per MT** to carry out **Combined Work of Lignite Transportation & Re-Loading of Lignite from Stack Yard.**

B. To carry out the work described in the scope of work for the work of **Combined Work of Lignite Transportation & Re-Loading of Lignite from Stack Yard**, the 30% of initial contract rate shall be treated as diesel component in case of any increase / decrease in price of diesel with respect to the frozen rate of diesel = Rs.46.31 per Litre (as on the date of uploading of the Tender Document i.e.19/08/2015), the contract rate of all Combined work shall be increased / decreased on pro rata basis as per the following formula. No escalation on any other account will be paid or considered by GMDC.

$$NR = IR \{(0.30 \times NDP / FDP) + 0.70\}$$

Where, NR = New Rate in Rs. Per MT

IR = Initial Rate in Rs. Per MT

NDP = New Diesel Price in Rs. Per liter

FDP= Frozen Diesel Price=Rs.46.31 Per liter. (as on the date of uploading of the Tender Document i.e.19/08/2015)

C. There shall be no Escalation/Payment/adjustment on any account except variation in diesel price for the **Combined Work of Lignite Transportation & Re-Loading of Lignite from Stack Yard** including in case increase in One way distance of 2.50 km for the work of Lignite transportation from Mines face to stack yard on the ground surface level.

D. There shall be no Escalation/Payment/adjustment in agreed rate during the contract period on account of any increase/decrease in One way distance of 2.50 km for the Combined work of Lignite transportation from Mines face to stack yard on the ground surface level and Re-Loading of Lignite in to consumer truck from stack yard on the ground surface level.

9. DURATION AND QUANTITY OF WORK

9.1. The period of the contract will be **9 years** from the date of commencement of the work OR **TILL THE EXHAUSTION OF MINE whichever earlier.**

- 9.2. The Contractor shall excavate, load and dispatch the lignite for quantity of **79 Lac MT**. However if for any reason(s) the contractor is not able to excavate the stipulated quantity in the nine years, GMDC may extend the period, if the contractor makes a request to allow it/ him to complete the unexecuted quantities of the works on the terms and conditions at which this contract had been granted. The Contractor shall carry out the Combined Work of Lignite Transportation from Mines face to stack yard on the ground surface level. (appx. One way distance = - 2.50 km) and Work of Re-Loading of Lignite and dispatch in to consumer truck from stack yard on the ground surface level **as and when require basis**. The Contractor shall carry out the works to the satisfaction of GMDC mentioned in Clause No.7.2 and 9 of the Chapter-I.
- 9.3. The terms "Monthly Schedule" means the schedules which will be provided to the bidder as per the provisions of the contract and shall contain the details as to the month and specified quantity of OB/IB, Excavation and/or Loading of Lignite to be carried out by the bidder as minimum quantity in the respective month. Contractor will build up a stock equivalent to at least 1/2 (half) month target at stack yard before the onset of monsoon and will compact it so as to prevent spontaneous combustion. Location of the stack yard will be decided by the General Manager (P). Excavation, loading and transportation of Lignite at the stack yard shall be carried out by Contractor to build up the stock. No extra payment shall be made for this work. The removal of overburden/inter-burden, Excavation, and Loading of Lignite should be as per production schedule enumerated at Table-1 (chapter-V part-II) for the purpose of the contract.
- 9.4. The GM (P) would provide total monthly as well as yearly targeted quantity of OB/IB removal, Excavation and/or Loading of Lignite and other works along with minimum quantity specified in the monthly schedule. The Contractor is expected to work for fulfillment of the total monthly as well as yearly targeted quantity as its fundamental obligations. The Contractor shall strictly adhere to the obligation of regular OB/IB removal. GM (P) would monitor the Excavation and/or Loading of Lignite as per the, schedule provided to the Contractor.
- 9.5. The GM (P) shall provide monthly schedule for over burden / inter burden (OB/IB) removal, Excavation & Loading of Lignite and Combined work. The Bidder will remove the OB/IB quantities in such a way that quantity of lignite is always exposed as per production schedule enumerated at Table-1 (chapter-V part-II) for the purpose of the contract so that the production of lignite by GMDC is not suffered and un-interrupted supply continues to the consumers.
- 9.6. If the quantity awarded remains unexecuted for any reason whatsoever, at the end of contract period of Nine years, GMDC may at its sole discretion grant such extension of time as it may deem fit for execution of balanced unexecuted quantity or any part thereof on the same rate, terms and conditions of the Contract. If the Contractor completes the awarded work quantity before completion of the awarded

contract period of Nine years, GMDC may in its sole discretion to award such additional work quantity as it may deem fit at the same rate, terms and conditions of the Contract.

- 9.7. GMDC reserves the right to increase or decrease the annual quantity in an operating year by giving at least 30 days prior notice in writing. Contractor will not be entitled to any compensation or indemnity on account of increase or decrease in the quantity of OB/IB and lignite and other works.

10. TENDER DOCUMENT PROCESSING FEE:

The tender documents can be downloaded from our web site www.gmdcltd.com and <https://gmdc.nprocure.com/> . The cost of tender documents is to be paid at the time of submission of supporting document of technical bid in the form of demand draft of Rs. 30000/- as mentioned in tender notice, in the sealed technical bid cover . If the amount mentioned in the DD is found short, the tender will not be considered for scrutiny and will be out rightly rejected.

Chapter II
INSTRUCTIONS to the BIDDERS

1. The bidders are advised to read carefully all the instructions, evaluation norms and other terms and conditions described in these documents under different Chapters carefully before rendering their offer. In case of any doubt they may seek clarification from General Manager (LP) available at GMDC's head office at Ahmedabad.
2. **SITE VISIT**
 - 2.1. Bidders are advised to visit the site to study the actual working conditions, before submission of the bid. The information/details given in the tender document are only to describe the magnitude of work and are for mere guidance to the bidders. The project works are under the charge of Shri R.K. Dash, General Manager (Project) and his contact numbers in his Office is (02645) – 240185, email:rajparadi@gmdcltd.com; rsdas@gmdcltd.co.in
 - 2.2. 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 scheduled rates and time in strict accordance with the contract documents.
3. **MINING SCHEME:**
 - 3.1. The detailed scope of work is described in the Chapter titled "TERMS & CONDITIONS OF THE TENDER" and also in the Chapter "MINING SCHEME" of the document. Major quantity of mining work will be within the area shown in the enclosed drawings/maps (Plate No-1). However, in the case of GMDC's urgent requirement or any unforeseen cause, work may be required to be carried out at other locations within the mine lease area for which no extra claim shall be entertained. The Contractor will be required to excavate and remove all types of strata overlying the main Lignite seam as well as the strata found between different seams of lignite. The Contractor shall excavate and load lignite in consumer's trucks from mines working face. If necessary Contractor has to blend the minor seams with main lignite seam for quality of the lignite by excavating the minor seams and spreading over it the main lignite seam. No extra claim shall be entertained for such type of work. Method of Mining shall be as mentioned at clause no.6 of the Chapter – II.
 - 3.2. Time is and shall remain the essence of the contract. The compliance with monthly and yearly schedules and specified quantities-durations therein are the prime requirement of the contract.

4. THE TENDER DOCUMENT & EVALUATION

- 4.1. It is a three stage bid evaluation system. It is mandatory that the bids are first submitted on-line at <https://gmddc.nprocure.com> by the date and time prescribed in the tender notice as above. **Failure to submit bid on online in stipulated time due to any reason whatsoever by any bidder shall not be entertained.** In such circumstances, even if a bid is submitted physically for supporting documents, tender fees, EMD amount etc. shall not be considered as bid submitted and returned back to bidder without opening the same. GMDDC reserves the right to take suitable decision as deemed fit.

A. Stage – I Preliminary Evaluation of Bid

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

B. Stage - II Evaluation of Technical Bid

After preliminary bid evaluation, Technical evaluation of the bid documents as listed below submitted on-line would be taken up. This will include the documents required to be submitted in support of experience, financial position, status of the bidder, machinery and equipment owned by the bidders etc. However Tender fee and EMD will be submitted in the sealed cover super-scribed "PRELIMINARY BID, TENDER NO.LP/01/15-16 and Name of work". Bidders are required to submit these documents separately at GMDDC Corporate Office, Ahmedabad before the stipulated time and other documents as mentioned at Sr. No. 3 to 23 will be submitted online in prescribed format as mentioned under Forms and Declaration Certificates in the Tender Document.

List of the Documents to be submitted online & physically:

S. No.	Document	Submission
1.	Tender Fee	Detail on online & Physical
2.	EMD	Detail on online & Physical
3.	FORM–A (check list of documents enclosed with tender)	Online
4.	FORM–B (Status of the Bidder)	Online
5.	FORM–C-1 (Details of work carried out during the last seven years by the bidder)	Online

6.	FORM C-2 (Details of work carried out should be provided as per FORM C-2 provided in the tender Document)	Online
7.	FORM C-3 (Details of Bidder as per the format provided in Form C-3 of the Tender Document)	Online
8.	FORM–D (Details of heavy earth moving machinery, equipment etc. Owned and readily available with bidder)	Online
9.	Form–E (Details of heavy earth moving machinery, equipment etc. Owned and readily available with bidder as per format provided in FORM E of the Tender Document)	
10.	CA certificate of ownership of machinery	Online
11.	CA Certificate of Net worth, Turnover and Working Capital as per format provided in FORM I of the Tender Document	Online
12.	CA certificate of Turnover of Last Five year as per format provided in FORM J of the Tender Document.	Online
13.	Bid Capacity Certificate certified by CA as per format provided in FORM K of the Tender Document	Online
14.	Undertaking of Genuineness of Document as per format provided in FORM H of the Tender Document	Online
15.	Undertaking regarding genuineness of documents for Bid Capacity Certificate as per format provided in FORM L of the Tender Document.	Online
16.	Undertaking of Indemnity as per format provided in FORM M of the Tender Document.	Online
17.	Declaration of site visit as per format provided in FORM N of the Tender Document.	Online
18.	Declaration of unconditional offer as per format provided in FORM O of the Tender Document.	Online
19.	Declaration of not Blacklisted as per the format provided in Form G of the Tender Document	Online
20.	Power of Authority to sign the documents	Online
21.	Declaration regarding unconditional acceptance of all the terms and conditions of the Tender document as per format provided in FORM P of the Tender Document	Online

22.	Copy of P.F. Registration details	Online
23.	Joint Venture Agreement in case of Joint Venture/ Consortium	Online

Before awarding work to the L1 bidder, the details of above mentioned documents submitted will be subject to physical scrutiny by GMDC. Any discrepancy at the time of physical verification will be the sufficient ground to disqualify the bidder from the process of tendering. In such eventuality, GMDC reserves the right to select the next best bidder.

C. Stage – III Price-Bid

- (a) The Bidders must submit a **Price Bid only on-line** before the stipulated time. Price bid of all bidders whose Bids meet the prescribed technical requirements, would be taken up for opening at this stage of the Bidding process. If the Price – bid is submitted only in the physical format, the tender will not be taken up for scrutiny and will be out rightly rejected.
- (b) If the EMD and tender fee are not found in the sealed technical bid document cover in the required form and manner or if the amount thereof is found short, the tender will not be considered for technical scrutiny and will be out rightly rejected.
- (c) The GMDC reserves the right to reject any or all the bidders or split the work between more than one bidder without assigning any reason thereof.
- (d) The technical bid cover should contain self attested documents (as referred at the clause 4.1B, to the effect that all the supporting documents submitted with the tender are genuine and correct. If it is found at any point of time that the said documents were not genuine then in that case the tender will be rejected, earnest money will be forfeited and the bidder may be debarred from participating in further/future GMDC tender as per declaration format enclosed in the tender document **(FORM H)**

5. OPENING OF BIDS AND DETERMINATION OF THE LOWEST (L1) BID

- 5.1. E-tendering procedure is explained in Chapter – III.
- 5.2. For Preliminary evaluation, the bids will be opened for verification of receipt of payment towards document fee and EMD. The bidders will be able to view it on their computers after opening of the same.
- 5.3. On verification of the supporting documents as per requirement of the tender, technical qualification of the bidders will be assessed. Technically qualified bidders will be communicated the date and time of on-line opening of price bids by fax or telephone or email or SMS. However, all the bidders will be able to view the price bids on-line on their computers as well.
- 5.4. Evaluation of the Price Bid:

- A. For tender evaluation, total rate shall be determined. This will be based on two components as a package namely, Work Component (Excluding Diesel) and Diesel Component for the work of Lignite Mining and Loading and Dispatch into consumer truck/dumper. Price of the Diesel in Rs/Ltr. shall be taken as landing cost of the diesel procured by the GMDC at the Project for their own use on date of uploading of the tender document or as landing cost of the diesel at the Project provided by the supplier on date of uploading of the tender document.

Example:

Sr. No.	Work	Bidder-A	Bidder-B
A	Lignite Mining, Loading & Dispatch		
i	Work Component in Rs. per MT (Excluding Diesel):	103	100
ii	Diesel Component in Litre per MT:	4.50	4.40
Evaluation	Price of Diesel as on Opening of technical bid in Rs. per Litre	70	70
	Diesel component in Rs.	4.50 x70=315	4.40x70=308
	Total of Work Component & Diesel Component	103+315=418	100+308=408
	Bidder Position	L2	L1

- B. If more than one bidder quote same lowest total package rate with different combinations of work component and diesel component, the bidder with lower diesel component will be considered as L1 bidder.

Example:

Sr. No.	Work	Bidder-A	Bidder-B
A	Lignite Mining, Loading & Dispatch		
i	Work Component in Rs. per MT (Excluding Diesel):	93	100
ii	Diesel Component in Litre per MT:	4.50	4.40
Evaluation	Price of Diesel as on Opening of technical bid in Rs. per Litre	70	70
	Diesel component in Rs.	4.50 x70=315	4.40x70=308
	Total of Work Component & Diesel Component	93+315=408	100+308=408
	Bidder Position	L2	L1

- C. Even after considering the above parameter and criteria, If more than one bidder quote same rate of Work Component and Diesel Component and same lowest total package rate, GMDC reserves the right of evaluation of the price bid considering the higher bid capacity of the bidder as per Clause no .4 of Chapter-IV of the tender document and decide the L1 Bidder as deemed fit.

Example:

Sr. No.	Work	Bidder-A	Bidder-B
A	Lignite Mining, Loading & Dispatch		
i	Work Component in Rs. per MT (Excluding Diesel):	100	100
ii	Diesel Component in Litre per MT:	4.40	4.40
Evaluation	Price of Diesel as on Opening of technical bid in Rs. per Litre	70	70
	Diesel component in Rs.	4.40 x70=308	4.40x70=308
	Total of Work Component & Diesel Component	100+308=408	100+308=408
	Bid Capacity	Rs.1000 Crore	Rs.1050 Crore
	Bidder Position	L2	L1

- D. L1 bidder may be called for negotiation. **Rate quoted for the Combined Work shall not be considered for Evaluation of the Price Bid.** To assist in the scrutiny, evaluation and comparison of bids, GMDC may, at its discretion, seek from any or all bidders, clarification(s) on his/their Bids, including technical information, documents and materials after the Technical Bid Opening but before opening of the Price Bid (part-II). The request for clarification and response shall be in writing or by fax, but no change in the final price or substance of the bid shall be permissible.

6. Price Bid:

- 6.1. GMDC proposes to award the **Work of Lignite Mining, Loading and Dispatch** and Bidders shall quote their rates into **two Components** as under:

A. Work Component:

Work Component in Rs per MT of Lignite Dispatch includes excavation, transportation and unloading of OB/IB up to dump, dozing, spreading, leveling, dust suppression, road formation, excavation and loading of lignite in to consumer trucks/ dumper and all related ancillary activities for the work of Lignite Mining & Loading & Dispatch but excludes the cost of diesel.

B. Diesel Component:

Diesel required in Litre per MT of Lignite Dispatch which includes excavation, transportation and unloading of OB/IB up to dump, dozing, spreading, leveling, dust suppression, road formation, excavation and loading of lignite in to consumer trucks/ dumper and all related ancillary activities requires to be carried out for the work of Lignite Mining & Loading & Dispatch under turnkey mining contract.

- 6.2. While submitting the price bid electronically, Bidders are requested to quote their Rate for work component per MT, inclusive of all taxes except Service Tax, as under:

PRICE BID FORM – AA (To be submitted online)

Lignite Mining, Loading & Dispatch which includes excavation, transportation and unloading of OB/IB up to dump, dozing, spreading, leveling, dust suppression, road formation, monsoon preparation, excavation and loading of lignite in to consumer trucks/ dumper and related ancillary activities requires to be carried out under turnkey mining contract.				
S. No.	Description	Estimated Qty. for the contract period	Unit	Rate in Rs. per Unit
A	Work Component (Excluding Diesel):	79 Lac MT	MT	
S. No.	Description	Estimated Qty. for the contract period	Unit	Diesel Component per Unit
i	Diesel Component:	79 Lac MT	Litre per MT	
ii	Price of Diesel as on date of uploading of the Tender Document i.e. 19/08/2015	79 Lac MT	Rs per Litre	46.31
B (i X ii)	Diesel Component in Rs/MT			
Total Rate in Rs/MT(A + B)				

- 6.3. Escalation on Work Component (Excluding Diesel)

- A. To carry out the work of Lignite Mining, Loading & Dispatch as described in the scope of work, Escalation on Work Component shall be at the rate of 5% on the finalized/agreed. As an example Work Component every year for Finalized/Agreed Work Component = Rs.100.00 per MT is given in the following table

During the Year of the Contract period	Work Component in Rs. per MT to be considered
1 st	100.00
2 nd	105.00

3 rd	110.25
4 th	115.76
5 th	121.55
6 th	127.63
7 th	134.01
8 th	140.71
9 th	147.75

B. Escalation on work component is applicable in case of completion of the year of the contract period or achieving the cumulative assigned target quantity of lignite dispatch for that particular year whichever is later as per example given under. However, in case, reasons for shortfall in achieving the assigned yearly targets of lignite dispatch are not attributed to Contractor, Escalation on Work Component shall increase at the rate of 5% on the finalized/agreed Work Component every year as mentioned above.

Example: Applicability of Escalation on Work Component							
Year	Month	Target Qty.	Actual Qty.	Cumm u. Target Qty.	Cumm. Actual Qty.	Cumm. Shortfal I/Excess Qty.	Remark
1 st	1	1.20	1.00	1.20	1.00	-0.20	Reasons for shortfall in lignite dispatch attributed to the contractor
	2	1.20	1.10	2.40	2.10	-0.30	
	3	1.20	1.25	3.60	3.35	-0.25	
	4	1.20	1.15	4.80	4.50	-0.30	
	5	1.20	1.10	6.00	5.60	-0.40	
	6	0.50	0.40	6.50	6.00	-0.50	
	7	0.00	0.25	6.50	6.25	-0.25	
	8	0.00	0.00	6.50	6.25	-0.25	
	9	0.50	0.40	7.00	6.65	-0.35	
	10	1.00	1.10	8.00	7.75	-0.25	
	11	1.00	1.15	9.00	8.90	-0.10	
	12	1.00	0.90	10.00	9.80	-0.20	
2 nd	13	1.20	1.30	11.20	11.10	-0.10	Escalation on Work Component Applicable
	14	1.20	1.40	12.40	12.50	0.10	
	15	1.20	1.35	13.60	13.85	0.25	
	16	1.20	1.25	14.80	15.10	0.30	
	17	1.20	1.25	16.00	16.35	0.35	
	18	0.50	0.40	16.50	16.75	0.25	

Example: Applicability of Escalation on Work Component							
Year	Month	Target Qty.	Actual Qty.	Cummu. Target Qty.	Cummu. Actual Qty.	Cummu. Shortfal I/Excess Qty.	Remark
	19	0.00	0.00	16.50	16.75	0.25	
	20	0.00	0.00	16.50	16.75	0.25	
	21	0.50	0.40	17.00	17.15	0.15	
	22	1.00	1.20	18.00	18.35	0.35	
	23	1.00	1.15	19.00	19.50	0.50	
	24	1.00	1.10	20.00	20.60	0.60	
3 rd	25	1.20	1.15	21.20	21.75	0.55	Escalation on Work Component Applicable
	26	1.20	1.30	22.40	23.05	0.65	
	27	1.20	1.25	23.60	24.30	0.70	
	28	1.20	1.30	24.80	25.60	0.80	
	29	1.20	1.20	26.00	26.80	0.80	
	30	0.50	0.40	26.50	27.20	0.70	
	31	0.00	0.00	26.50	27.20	0.70	
	32	0.00	0.00	26.50	27.20	0.70	
	33	0.50	0.40	27.00	27.60	0.60	
	34	1.00	1.20	28.00	28.80	0.80	
	35	1.00	1.15	29.00	29.95	0.95	
	36	1.00	1.10	30.00	31.05	1.05	

There shall be no reimbursement on the cost of diesel to be consumed for any other related ancillary activities including OB/IB removal.

- 6.4. **Combined Work of Lignite Transportation & Re-Loading of Lignite from Stack Yard** will be carried out **as and when require basis**.
- 6.5. GMDC reserves the right to ask the Contractor to carry out the above works at the lowest rate quoted by any of the bidder who submitted the bid and quoted the rate for the above mentioned works.
- 6.6. Bidders are requested to quote electronically their rate per MT inclusive of all taxes except service tax for the Combined work as under:

COMBINED WORK PRICE BID FORM – BB (To be submitted online)

Description	Estimated Qty. for the contract period	Unit	Rate in Rs. per Unit
Combined Work of Lignite Transportation & Re-Loading of Lignite from Stack Yard means excavation of Lignite from mine face, loading into the dumpers, Transportation of Lignite from Mines face to stack yard on the ground surface level. (approx. One way average distance = 2.50 km), and Work of Re-Loading of Lignite and dispatch in to consumer truck from stack yard.	10 Lac MT	MT	

- 6.7. The requirement of the works and its quantities are indicative only and may vary as per the actual requirement of the work. In case of any increase or decrease in quantities or non execution of works above, there shall be no compensation/adjustments to the Contractor. To carry out the work described in the scope of work for Combined works, the 30% of initial contract rate (ICR) shall be treated as diesel component in case of any increase / decrease in price of diesel with respect to the frozen rate of diesel (as on the date of opening of technical bid), the contract rate of Combined works shall be increased / decreased on pro rata basis as per the following formula. No escalation on any other account will be paid or considered by GMDC.

$$NR = IR \times \{(0.30 \times NDP / FDP) + 0.70\}$$

Where, NR = New Rate in Rs. Per MT

IR = Initial Rate in Rs. Per MT

NDP = New Diesel Price in Rs. Per liter

FDP= Frozen Diesel Price = Rs.46.31 Per liter. (as on the date of uploading of the tender document i.e. 19/08/2015).

- 6.8. For **Combined Work**, there shall be no Escalation/Payment/adjustment on any account except variation in diesel price for Lignite transportation from Mines face to stack yard on the ground surface level and Re-Loading of Lignite in to consumer truck from stack yard on the ground surface level including in case increase in One way distance of 2.50 km for the work of Lignite transportation from Mines face to stack yard on the ground surface level. The payment shall be based on the actual quantity of Lignite dispatched only.

- 6.9. The bidders are required to quote the rates strictly as per the terms and Conditions mentioned in the contract. Any conditional tender will not be entertained and may be summarily rejected. Rate quoted shall remain valid for 120 days from the date of opening of the technical bid, which shall be deemed extended unconditionally for further period of 90 days, if GMDC requires it.
- 6.10. Lignite shall be mined out and loaded into consumer's trucks/dumpers. Payment will be made to the bidder based on the actual quantity being weighed at GMDC's weighbridge at the time of dispatch. In case of lignite being mined out and loaded in to dumpers of the Contractor for transportation up to stack yard on the ground at surface level, payment shall be made to the bidder based on the actual quantity being weighed at GMDC's weighbridge at the time of final lignite dispatch for both the works of the Combined work of Transportation & Unloading of lignite from mines face to stack yard on the ground at surface level and Re-Loading of lignite from stack yard in to consumer trucks and for the main work of Lignite Mining, Loading and Dispatch. **The GMDC shall have no liability of payment to the Contractor if the lignite dispatch falls below the anticipated targets given for excavation. Under no circumstances Contractor cannot seek payments for the work of removal of OB/IB, which is undertaken to meet the market demand of lignite dispatch.**
- 6.11. The Agreed Rate for 'Work Component' and 'Combined work' as explained shall remain valid for the entire period of the contract including any extension thereon. Escalation in the rate will be allowed only as per provision contained and explained in this document and incorporated in the Contract. Any other fresh imposition or variation in existing taxes or levies during the currency of the contract by the Govt. if applicable after submission of the bid and payable by the Contractor, shall be reimbursed by GMDC on actual subject to submission of documentary proof of having remitted the same and to the extent directly related to the services rendered by the Contractor under this contract after. This shall be subject to submission of documentary proof clearly mentioning the name of work and respective RA Bill No. There shall be no variation in rate and no adjustment in payment due to variation in stripping ratio.
- 6.12. **SERVICE TAX:** Service Tax will be paid/adjusted/reimbursed to the Contractor as per prevailing rates and rules as per Service Tax Act to the extent directly related to the services rendered by the party under the said contract subject to production of documentary proof and party will mention the service tax amount separately in the invoice/bill after considering the abatement, if any. Proof of deposition/adjustment of service tax should be provided within four months from the date of RA Bill in respect of related work. In case of non-submission/delay in submission of the proof of deposition/adjustment of service tax, GMDC has right to reject the claim as per statutory provision applicable from time to time.

7. ACCEPTANCE OF LETTER OF INTENT AND PAYMENT OF SECURITY DEPOSIT:

GMDC management, on acceptance of the offer, will issue Letter of Intent to the Contractor; who will be required to confirm its **acceptance of the LOI within 7 days of its receipt**. If it does not accept the LOI within stipulated time period, the amount of the EMD paid will be forfeited and necessary further actions may be initiated as may be deemed fit by the GMDC. **Contractor shall submit the Security Deposit in the manner prescribed in clause no.2 of Chapter No-VI of the Tender Document within 15 days of submission of its acceptance of LOI**, In case of **failure the amount of EMD will be forfeited** and necessary further actions may be initiated as may be deemed fit by the GMDC.

8. CONTRACT AGREEMENT AND COMMENCEMENT OF WORK:

- 8.1. The Contractor, along with the payment of Security Deposit, will enter into a contract/ agreement with the GMDC on appropriate Stamp Paper (to be provided by the Bidder) in token of acceptance of the terms and conditions of the contract, within 30 days of submission of its acceptance of LOI. In case of any necessity arising after executing the agreement and during the execution of the work, which requires alteration/modifications in the agreement, the same can be made after mutual understanding and consent of both the parties. The Contractor will have to start the work as per the Scope of work mentioned in the tender document within 45 days from the date of acceptance of LOI. In case of failure to commence the work within the above-mentioned period, the contract may be terminated, at the discretion of GMDC.
- 8.2. The basic/refresher training of the contractor employees required under MVTR 1966 will be imparted at our Rajpardi GVTC free of cost. During the course of training, if the performance of any contractor employee is found unsatisfactory than the contractor will not engage such employee in the mine. If for the purpose of special training the contractor employees will be referred to any other institution/training centre then the cost of the training shall be borne by the contractor. The Contractor shall ensure that the training of their employees completes before commencement of the work. The Contractor(s) will also organize at their own cost medical examination of their manpower, to be deployed in the mine as per DGMS norms.

9. GENERAL:

- 9.1. If the tender documents and forms referred to in the tender are not submitted or are submitted but not found duly filled in and unsigned, will result in rejection of the tender.
- 9.2. Canvassing in any form may lead to rejection of the offer.
- 9.3. Bids once submitted shall not be returned and shall remain the property of the GMDC.

- 9.4. The bidder who have earlier been awarded contract by the company for any job which they either did not accept or have abandoned or contract has been terminated by the company for breach of conditions, shall not be eligible to participate in this tender.
- 9.5. To assist in the scrutiny, evaluation and comparison of bids, the GMDC may, at its discretion, seek from any or all bidders, clarification (s) on his/their Bids, including technical information, documents and materials after the Technical Bid Opening but before opening of the Price Bid (part-II). The request for clarification and response shall be in writing or by fax, but no change in the final price or substance of the bid shall be permissible.

10. CORRIGENDUM:

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

CHAPTER – III
INSTRUCTION TO BIDDERS FOR ONLINE TENDERING

1. Tender documents are available only in electronic format which Bidders can download from the website www.gmdcltd.com and <https://gmdc.nprocure.com>
2. All bidders must submit their bid online through the website <https://gmdc.nprocure.com> only. No physical submission of price and technical bid will be entertained as it should be furnished on-line only. No fax, e-mail, letters will be entertained for bidding the same.
3. Following should be submitted 'off-line' in sealed covers separately at our Corporate Office, Khanij Bhavan, 132 Ft Ring Road, Vastrapur, Ahmedabad.
 - Document Fee,
 - E.M.D
 - Supporting Documents for Technical Bid.
4. 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.
5. All bids should be digitally signed. For details regarding digital signature certificate and related training involved at the below mentioned address should be contacted:

(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
6. 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.
7. 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.
8. (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.
9. Bidders who have no facility to participate in on-line tenders are requested to contact (n) code solutions for the same.

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

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:

11.1. GMDC:

Contact Person: Shri R.K. Dash, General Manager (Project)

Contact numbers: 02645- 240185

E-Mail: rajpardi@gmdcltd.com; rsdas@gmdcltd.co.in

11.2. GNFC:

Contact Number: 079- 26857316/17/18

E-Mail: nprocure@gnfc.net

Chapter IV
CRITERIA FOR EVALUATION OF TECHNICAL BIDS

1. EXPERIENCE

- 1.1. The bidders should have following minimum experience of having Successfully completed similar works during last 7 (seven) years up to **31/03/2015**:
- A. Three similar completed works, each having quantity of 54 Lac M³ (or equivalent tonnage) annually. **or**
- B. Two similar completed works, each having quantity of 68 Lac M³ (or equivalent tonnage) annually. **or**
- C. One similar completed work having quantity of 109 Lac M³ (or equivalent tonnage) annually.
- 1.2. Similar works means the bidders should have experience in successful opencast mining operations including excavation, overburden removal and/or mining of minerals only as per example given below:

Example:

Bidder	Year (Qty. in Lac M ³)							Remark
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	
A		54.0		54.0	54.0			Qualified
B			28.0			30.0	25.0	Not Qualified
			26.0			24.0	29.0	
Total			54.0			54.0	54.0	
C			68.0			68.0		Qualified
D Total		38.0		40.0				Not Qualified
		30.0		28.0				
		68.0		68.0				
E					109			Qualified
F Total						57.0		Not Qualified
						52.0		
						109.0		

- 1.3. Bidder shall submit the details of work compliant to Clause No.1 of Chapter no. IV as per FORM C-1 and FORM C-2 as provided in the Tender Document.

2. Financial Criteria

- A. Bidders must have a Minimum Net Worth of **Rs.38 Crore** as on **31/03/2015**.
- B. Bidders must have a Minimum Average Turn Over of **Rs.152 Crore** for financial year of **2012-13, 2013- 14 and 2014-15**.
- C. Bidders must have a Minimum Working capital of **Rs.30 Crore** as on **31/3/2015**.

3. OWNERSHIP OF MACHINERY / EQUIPMENT:

- 3.1. The bidders should directly own, possess and shall have spare capacity to be in a position to readily deploy following heavy earthmoving machinery and service equipments (crawler mounted hydraulic excavator as per norms given below) while submitting the offer for removal of Overburden, Inter burden, Excavation and/or Loading of Lignite. **A certificate from Chartered Accountant regarding ownership of the following machinery shall be submitted:-**
- The total bucket capacity in combination of hydraulic excavators of 2 M³ and above bucket capacity should not be less than 23 M³.
 - The total capacity in combination of dumpers of 35T and above capacity should not be less than 820T for lignite mining and loading.
 - Dozer of minimum 165 HP – Minimum 2 No.
 - Motor/Road Grader – Minimum 1 No.
 - Water Sprinkler/Tanker of minimum 18 KL capacity – Minimum 2 Nos.
- 3.2. Contractor has to deploy following all machinery including 2 Nos. of 4.50M³ capacity excavators & 08 Nos. of 50T capacity dumpers within 12 months from date of issue of LOI.

Excavator of Bucket Capacity: 4.50 M ³ - 2 Nos. 3.0 M ³ - 11 Nos. 1.2 M ³ - 2 Nos.
Dumpers Capacity: 50 T - 08 Nos. 35 T - 44 Nos.
Dozer of minimum 165 HP – 2 Nos.
Motor/Road Grader – 2 No.
Water Sprinkler/Tanker of minimum 18 KL capacity- 2 Nos.

- 3.3. LD shall be imposed @ Rs.1,00,000/-(Rupees one lac only) per week or part thereof, in case the above required set of machinery are not deployed within stipulated time of 12 months from date of issue of LOI.
- 3.4. However, in case the Contractor achieves the assigned targets without deploying the higher capacity machineries including 2 Nos. of 4.50 M³ capacity excavators & 08 Nos. of 50T capacity dumpers, GMDC may review the requirement of the machinery and applicability of the LD for non deployment of the higher capacity machinery shall be at the sole discretion of the GMDC. Decision of the GMDC shall be final and binding to the Contractor in this regards. GMDC may terminate the contract or take the decision as deemed fit in case of non deployment of set of above machinery within stipulated time of 12 months from date of issue of LOI. The

Contractor shall have to deploy additional equipment, if required, to meet the assigned targets set forth by GMDC.

- 3.5. Machineries having higher capacity /efficiency than the above list can be inducted by the contractor after getting consent of the project authority.

4. Bid Capacity

- 4.1. Bidders who meet the minimum qualifications criteria will be qualified only if their available bid capacity is more than the Tendered Value of the work. The available bid capacity will be calculated as under:

Assessed Available Bid capacity= (A x N x 2 - B)

Where,

A = Maximum Financial Turnover in any one financial year during the last Five financial years **ending 31st March, 2015**

N = Number of years prescribed for completion of the works for which bids Are invited (Completion period in days/365).

B = Value at present price level, of existing commitments and ongoing works to be completed during the next 108 months (period of completion of works for which bids are invited)

Example: Bid capacity Assessment:

TURN-OVER	(in Rs.Crore)
2010-11	250
2011-12	300
2012-13	350
2013-14	380
2014-15	400

A: Maximum Turnover Rs. 400 Crore in the year 2014-15.

Turnover as = A = Rs. 400 Crore

N : 9 years i.e. Contract period

B: Existing Commitments:

i. **Work-P** = Rs. 150 Crore

ii. **Work-Q** = Rs. 100 Crore

B1. Sub-Total (P+Q) = Rs. 250 Crore

Ongoing works to be completed during the next 108 months:

i. **Work-R** = Rs. 275 Crore

ii. **Work-S** = Rs. 225 Crore

B2. Sub-Total (R+S) = Rs. 500 Crore

Grand Total = B1 + B2 = Rs. 750 Crore

AVAILABLE BID CAPACITY = (A x N x 2 – B)

= Rs. 6450 Crore

Estimated Tendered Value of the work = Rs.760 Crore.

Bidder qualifies in Bid Capacity criteria.

5. CONSORTIUM / JOINT VENTURE:

- 5.1. The invitation for bid is open to all bidders including an individual, proprietorship firm, and partnership firm, company or a Joint Venture having eligibility to participate as per eligibility criteria stipulated in this para as described below.
- 5.2. **Joint Venture:** Two companies/contractors may participate in the tender as Joint Venture (JV) subject to condition that each JV Partner shall have not less than 40% share in equity in the Joint Venture Company/ Consortium.
- 5.3. One of the partners responsible for performing a key component of the contract shall be designated as Lead Partner. This authorization shall be evidenced by a Power of Attorney signed by legally authorized signatories of all the partners.
- 5.4. Joint Ventures must comply the **minimum qualification requirements** as under:
 - A. **The Qualifying Criteria regarding Experience** as mentioned in Clause No.1 of Chapter No-IV of the Tender Document must be met by the Lead Partner only.
 - B. **Qualification criteria regarding Financial, Ownership of Machinery, Bid Capacity etc.** mentioned in Chapter No. IV of the Tender Document must be met by the Bidding Consortium/ Joint Venture Company collectively.
- 5.5. The formation of Joint Venture or change in the Joint Venture character/partners after submission of the bid and any change in the bidding regarding Joint Venture will not be permitted. In the interest of work to be awarded in exceptional and rare circumstances, GMDC may revise the constitution of Joint Venture/Consortium.
- 5.6. Joint Venture Agreement should legally bind all partners jointly and severally.
- 5.7. A party can be a member in only one joint Venture company. Bids submitted by other Joint Venture Companies including the same party as member will be rejected.
- 5.8. The JV Agreement must include the relationship between joint venture partners in the form of JV Agreement to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements,

participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the joint venture. Such JV Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.

- 5.9. The JV Agreement must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture and the entire execution of the contract shall be done with active participation of the Lead Partner.
- 5.10. The contract agreement should be signed jointly by each Joint Venture Partners.
- 5.11. The JV agreement must specify the share of each individual partner for the purpose of execution of this contract. This is required only for the sole purpose of apportioning the value of the contract to that extent to individual partner for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that tender.
- 5.12. Notwithstanding anything to the contrary contained herein and without prejudice to any of the rights or remedies of GMDC, a Consortium shall be disqualified and its proposals dropped from further consideration for any of the reasons listed below:
 - A. Misrepresentation by any member of the Joint Venture in the Proposal for Qualification.
 - B. Failure by the member of the Consortium/ Joint Venture to provide necessary and sufficient information as required and asked for in the Bid Document.
 - C. A winding up/ insolvency or other proceedings of a similar nature is pending against the Joint Venture or a receiver has been appointed for the assets of such members of Joint Venture/ Consortium.
 - D. If any member of the joint Venture/ Consortium is shown as a member in another consortium or as an individual Bidder.
 - E. If any member of the Joint Venture/ Consortium debarred by Government companies from participation in contracts/ bids/ tenders.

6. ACCEPTANCE OF GENERAL TERMS AND CONDITIONS:

The bidder should submit the declaration regarding unconditional acceptance of all the terms and conditions of the Tender document including Annexure and corrigendum if any as per FORM P provided in the Tender Document.

7. EMD

A non-interest bearing Earnest Money Deposit of **Rs.2.50Crore(Rupees Two Crore fifty Lac only)** shall be paid along with the tender, enclosed with Technical Bid documents in seal cover super scribed "TECHNICAL BID", inform of Crossed Demand Draft in favour of GMDC Ltd. payable at Ahmedabad from banks approved by Govt. of Gujarat from time to time(except Co-Operative bank) or Fixed deposit receipt issued by banks approved by Govt. of Gujarat from time to time(except Co-Operative bank), duly pledged to GMDC valid for a period of not less than 6 (six) months from the date of opening of preliminary bid or Bank Guarantee issued by banks approved by Govt. of Gujarat from time to time(except Co-Operative bank) in the form and manner acceptable to the corporation valid for a period of not less than 6 (six) months from the date of opening of preliminary bid. Any tender submitted without Earnest Money Deposit in the desired form or inadequate amount of EMD shall be summarily rejected and no claim shall be entertained on such rejected tenders. List of the banks approved by Govt. of Gujarat is as per Annexure- II.

8. DECLARATION

The bidder should give a declaration that it has not enclosed any conditional offer as per the format provided in FORM O of the Tender Document .

9. BLACK-LISTING OF THE BIDDER:

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

10. SITE VISIT CERTIFICATE:

The bidder should give a declaration of site visit as per the format provided in FORM N of the Tender Document.

Chapter V:
MINING SCHEME

Part I
GEOLOGY OF THE DEPOSIT

1. LOCAL GEOLOGY:

- 1.1. The Geological formations encountered within the area during course of drilling are alluvium (top soil), different type and colour of sand, Lignite, variegated clay, grey clay, Bentonitic / Ball clay, carbonaceous clay/shale, sandy clay, Lithomeric clay, and Daccan trap. On the basis of drilling data the local stratigraphic succession is established as under:
- 1.2. General Stratigraphic Sequence of Rocks in the area

Formation	Rock Types	Age
Alluvial	Alluvium	Pleistocene to recent
Tadkeshwar Formation	Diff. types and colours of sand / silica sand, sand stone, sandy clay, grey clay, various colour clay, bentonitic /ball clay, carbonaceous clay and Lignite	Upper Eocene
Vagadkhol Formation	clays, friable sandstone and conglomerates	Lower Eocene
Daccan trap	Basalts	Upper Cretaceous

2. OVERBURDEN:

The overburden formation in the area is covered under blanket of Alluvium, sandy soil, sandy clay, various colour silica sand, various colour clay, Grey clay, Ball clay, carbonaceous clay etc. The litho units have been found minutely disturbed almost throughout the area. The overburden thickness varies from 42.80 m. to 143.71m. The interburden formation is represented by clay, sandy clay, Grey clay, ball clay and carbonaceous matter. The cumulative thickness of interburden varies from 1.00 m to 34.82m. or more.

3. LIGNITE:

The average general cumulative thickness of lignite seams varies from 5.80 mtr to 10.61mtr.

4. PHYSIOGRAPHY AND DRAINAGE PATTERN:

The area is characterized by gently flat terrain with alluvial cover. The maximum and minimum reduced levels (RLs) of the lease area are 85 and 40 meters. The General topography of the Western side of the lease area is higher compare to

Eastern part. Rerouted Hankaran nallah flows through the adjoining Rajpardi(G-19) lease hold area in northern side.

5. GROUND WATER:

- 5.1. Area comprises of sandy layer underlain by porous tertiary sediments and considering the hydro-geological properties of the formation, the area appears to be suitable for ground water development. The water table depth in this area varies from 25.00 mtr to 40.00 mtr. Existing average borewell pumping is about 0.80 Lac M3 per month from five nos. Bore Well. Existing average pumping from the mines working pit is about 10.00 Lac M3 per month which go up during monsoon.
- 5.2. There are three aquifer are available in existing pit, the depth varies from 30 to 37, 44 to 54 and 64 to 87mtr. from surface. Observation of the last two years' data about the ground water flow direction indicates that in general ground water flow in the region is toward south west direction.
- 5.3. There are two possible recharge zones identified in the north-west and south-east directions of the lease area where trap tertiary contact were established. The recharge zone around Rajpardi has been mainly influenced by canals and local drainage system.
- 5.4. Geological Strata describe in the lithology of Boreholes such as top soil, sandy soil, silica sand , sand, sandy clay,carbshale, carbclay, carb sandstone, friable sandstone, silica sand, light and dark grey clay, grey clay, carbonaceous shale, clay stone, black clay, variegated clay, fractured clay stone, ferruginous sandstone, ball clay etc. exists in the Overburden / Interburden.

PART- II**MINING****1. SCOPE OF WORK:**

- 1.1. The Contractor will carry out removal of overburden; inter burden,
- 1.2. Excavation & Loading of Lignite in to consumers' trucks or dumpers/trucks of other agency from mines working face as directed by GMDC and all ancillary activities by mechanized opencast mining method by deploying Hydraulic Shovels/excavators – dumper combination and other service equipments only.
- 1.3. The equipment deployed by the Contractor for carrying out the work shall be such as to ensure minimum yearly quantities of work carried out as per monthly and yearly schedule target. The annual quantities of all work are given in the table-1. The monthly schedule will also be provided by the project office.
- 1.4. Further, the work should be executed strictly in conformity with the provisions of Mines Act 1952, Coal Mines Regulations, Rules, Environmental & Labour laws, Factory act and other applicable statutes and all other relevant bye laws and statutory provisions / amendments / orders made there under and instruction given by the GMDC and/or Mines Manager from time to time.

TABLE -1: Schedule of OB/ IB removal, Excavation & Lignite Dispatch

Year	OB/IB removal (Lac M3)	Lignite Dispatch (Lac MT)	Lignite Exposure (Lac MT)	Stripping Ratio w.r.t. Lignite Dispatch
1 st	120	4.0	0.0	30.0
2 nd	170	7.0	0.10	24.29
3 rd	170	10.0	0.20	17.00
4 th	170	10.0	0.30	17.00
5 th	150	10.0	0.40	15.00
6 th	130	10.0	0.50	13.00
7 th	130	10.0	0.50	13.00
8 th	120	10.0	0.50	12.00
9 th	65	8.00	0.00	8.13
Total	1225	79.0	0.00	15.51

Schedule given in the above table is tentative and may change in case of necessity of the production and situation like market demand etc. prevailing at the time of production.

GMDC shall have the right to change the target and revise the schedule of target and increase/decrease the total quantity of the lignite dispatch of the contract.

Note: -

- (a) Specific gravity of Lignite considered 1.2
 - (b) Lignite seam having thickness less than 0.30 mtr. not considered in the
 - (c) Estimation of quantity of lignite.
 - (d) Lignite quantity estimation is based on borehole litholog as per Annexure-I.
 - (e) Total estimated quantity of OB/IB removal and Lignite of the Identified Block is about 1225 Lac M3 and 79 Lac MT respectively.
 - (f) Contractor has to carry out the work in the proposed area as directed by the GMDC on priority to maintain the sequence of the mining operations for the desired total lignite production of 79 Lac MT during the contract period of 9 years or till exhaustion of the mine whichever is earlier.
 - (g) Re-handling of about 32 Lac M3 OB/IB backfilled in the existing working pit adjoining to advancing working benches falling within the proposed working area included in the total quantity of 1225 Lac M3.
 - (h) There shall be no payment/adjustment/compensation on account of variation in the availability of the quantity of lignite and OB/IB.
- 1.5. Geological Strata describe in the lithology of Boreholes such as topsoil, sandy soil, silica sand , sand, sandy clay,carb shale,carb clay,carb sandstone, friable sandstone, silica sand, light and dark grey clay, grey clay, carbonaceous shale, clay stone, black clay, variegated clay, fractured clay stone, ferruginous sandstone, ball clay etc. exists in the Overburden / Inter-burden.
 - 1.6. If any geological strata encountered in the OB/IB which may not be excavated by normal excavator and requires additional effort to excavate the such strata, Contractor shall deploy the equipment like Rock Breaker, Ripper Dozer etc. to break, excavate and remove the such hard strata. No Drilling and Blasting shall be allowed to dealt with such type of strata encountered in the OB/IB removal.
 - 1.7. There shall be no payment for deploying additional equipments and putting additional efforts for excavation and removal of hard strata encountered if any.
 - 1.8. The information provided above is our estimate only and indicative only.
 - 1.9. The estimation of the Lignite and OB/IB is based on the Borehole data as per Borehole Litholog (Annexure-I).
 - 1.10. It is proposed to carry out Dip to Rise mining and carrying out lignite mining by leaving in-situ barrier and extracting the lignite by forming a compartment in the initial years (1st& 2nd year as the works progress) and finally adopting the method from dip to rise mining throughout the contract period.

- 1.11. In present working condition, to advance the working towards the ultimate depth leaving barrier against water/slurry with recommended design and after attending the ultimate depth the mining should be regularized in upward direction.
- 1.12. Considering the maximum conservation of the lignite, it is proposed to carry out the mining up to 3rd Lignite seam. However, mining of the 3rd seam lignite is not proposed in the area adjoining to existing working face in the northern most direction in length of about 600 mtr. (North-South) as shown in the plate no-1 to keep safe and workable mining condition. Rest of the proposed working area proposed for mining up to 3rd seam lignite up to maximum 150 mtr. depth and mine floor RL finalized in the dip to rise direction. Mining for 1st and 3rd lignite seam proposed as shown in the plate no.1.
- 1.13. In case of unsafe working conditions arise during contract period at any time of point in execution of the work, mining of the 3rd seam lignite may not be carried out and the overall quantities of OB/IB and lignite may be reviewed.
- 1.14. Down throw Fault of about 6 to 8 mtr. along the strike in the southern side of the existing working pit was encountered (shown in the plate no.1), This kind of geological disturbance may appear in future also in the proposed working area.
- 1.15. Frequent sliding of in- pit dump is observed at the mine. This is resulting in to failure of in-situ barrier, heaving/cracks in the lignite benches, always threats of burying of the exposed lignite, mines working prone to unwanted incidents/accidents due to unsafe working condition etc.
- 1.16. In case of such major/heavy sliding take place adjoining to the proposed working area during the contract period and working conditions are unsafe and not workable, the affected area of the proposed working may be left for the mining and working may not be carried out in the affected area. As such, the quantities of the Lignite and OB/IB may be reviewed considering the boundary of net workable area available after leaving the affected area of the working. Rate of the work finalized at the time of award of the work may be reviewed proportionately with respect to Stripping Ratio considering variation in the quantities of Lignite and OB/IB. Decision in the revision of the rate taken by the GMDC will be bound to the Contractor.
- 1.17. Silica sand is encountering as overburden in huge quantity and thickness of the silica sand ranging from 35 to 50 mtr. Excavation and removal of the silica sand require spreading of the top soil layer of about 15 cm on the silica sand bench to ply the dumpers/tippers on the silica sand bench otherwise plying of the dumpers/tippers difficult and output may not comes as per estimation. This activity requires additional work of bringing top soil from outside or from within the proposed working area by excavation and transportation up to the silica sand benches. This spreaded top soil layer shall be again excavated and removed along

with the excavation of silica sand benches. Contractor has to keep all these things in the consideration.

- 1.18. In case of any reason due to adverse working conditions during execution of the contract which compels suspending the mining operations, GMDC shall be at liberty to conclude/postponed/complete/terminate/foreclose this contract. No compensation or payment shall be made on account of non completion of the balance qty. work or for whole contract qty. Decision of GMDC in this regard shall be final and bound to Contractor.
- 1.19. The Contractor shall carry out removal of Overburden (OB) / Interburden (IB), which includes all types of strata, up to all depths from surface and with all leads and lifts, so as to expose, excavate & load all minor and major lignite seams into consumer's trucks/dumpers from mines working face up to the depth mentioned in the lithologs of the bore holes as per annexure-I.
- 1.20. The Contractor shall carry out the Combined Work of Lignite Transportation from Mines face to stack yard on the ground surface level. (approx. One way distance = 2.50 km) and Work of Re- Loading of Lignite and dispatch in to consumer truck from stack yard on the ground surface level.
- 1.21. **The Contractor shall carry out the Related ancillary activities:**
 - A. Contractor shall be responsible for Breaking and removal of hard strata encountered if any in OB/IB removal in the proposed working area shall be required to be dealt by deploying suitable machineries like rock breaker etc. for which no extra payment shall be made. Drilling and Blasting is not permitted.
 - B. Contractor shall be responsible for Construction and maintenance of haul roads, ramps & footpaths and service road for light vehicles.
 - C. Contractor shall be responsible for Maintenance of separate dumps for OB, top soil and other economic minerals (Silica sand, Ball clay etc.).
 - D. Contractor shall be responsible for Dust suppression at all working places, haul roads, dumps, along the consumer truck traffic circuit, Weighbridges, Adm. bldg., mines Time Office area and as directed by the General Manager(P).
 - E. Contractor shall be responsible for Dealing with and suppression of fires, if any, in the area under its control.
 - F. Contractor shall be responsible for Prevention, suppression and dealing with spontaneous heating/fire of carbonaceous material in working area, dump or any other place under its control. DGMS safety instructions shall to be followed from time to time.
 - G. Contractor shall be responsible for Pre monsoon preparation and dewatering of workings owing to ground water Seepage and monsoon water, inclusive of arrangements for preventing inrush of surface water into the working pit / areas.

For the purpose, the Contractor shall make its own arrangements for pumps, pipeline, electric cable, electric panel and other related accessories and shall also make adequate arrangements.

- H. Contractor shall be responsible for All activities arising out of complying with various statute/laws etc. including Environmental laws and if Contractor fails to do; it will done at the risk and cost of the Contractor and expenses will be recovered from RA Bills of the Contractor.
- I. Contractor shall be responsible for Pumping and discharge of the accumulated water in the existing mines Pit as directed by the General Manager (P). Current pumping and discharge from the pit is about 32000 M3 per day in normal period and 55000 M3 per day during the monsoon period.
- J. The available LT power supply may be provided to contractor on the **chargeable basis** at the nearest point by GMDC to operate pumps to dewater the pit of seepage or monsoon water. However, Contractor may choose to carry out the pumping operation by deploying their own diesel pumps of adequate capacity.
- K. When it is not possible to pump out the mine water by electric pumps, necessary diesel pump shall be installed to pump out the water from pockets.
- L. GMDC is having following high head and high capacity pumps at the mines:
- (a) High Head 167 HP SS Pump with Starter Panel – 2 Nos.
 - (b) High Capacity 215 HP SS Pump – 4 Nos.
 - (c) 275 HP Starter Panel – 4 Nos.
 - (d) LT Distribution Panel 1200 Amp – 1 No.
 - (e) LT Distribution Panel 1000 Amp – 1 No.
- M. Out of the above 6 nos. of the pumps, 2 nos. of High Head 167 HP SS Pump and 04 nos. of High Capacity 215 HP SS Pump are installed at the mines and are put in operation. GMDC spare the service/use of accessories including pipes, cable etc. installed at the mine may be extended to party till time the Contractor develops its capacity. Meantime, Contractor shall have to make his own arrangement of necessary accessories for the installation and operation of all the pumps at an earliest.
- N. GMDC will hand over the above 6 nos. of pumps, 6 nos. of the Starter panels and 2 nos. of Distribution panel to the Contractor so that the pumping activity can be started immediately with the commencement of the work. Monthly Rental charges for providing the same pumps and panels shall be payable by the Contractor along with applicable taxes and duties. Contractor shall pay the Rs. 1.04 Llac per month as rental charges plus applicable taxes and duties and the same shall be deducted from the RA Bills. Contractor shall carry out operation, maintenance, repair etc. of the above all pumps for dewatering.

GMDC will not provide any charges/cost/reimbursement/repair charges if any incurred by the Contractor for the above pumps and panels and to carry out the pumping operation of the same. After completion of the contract period, all the pumps and panels shall be taken away by the Contractor and shall have to pay Rs. 7.80 Lac (Rupees Seven Lac eighty thousand only) to GMDC as scrap value of the pumps and panels as decided by GMDC.

- O. Contractor shall make adequate arrangement of pumping in addition of the above arrangement of the pumping to meet with total requirement of dewatering of the mine.
 - P. Contractor shall be responsible for Illumination of all working areas, haul roads, truck roads, footpaths, OB dumps, other stack yards and any other places where persons and machineries are engaged in the mine etc. as per the standard specified by the Director General of Mines Safety.
 - Q. Contractor shall be responsible for Deployment of loading machine or excavator for Vadh-Ghat activity in lignite trucks nearby weighbridge area as directed by the General Manager(P). No extra payment will be made for such activities.
 - R. Silica sand, Ball Clay, Limestone or any other economic mineral, if found in the mining area, will have to be mined out separately and shall either be stacked at places as may be advised by the Mine Manager or may have to be loaded into consumers' trucks for which no extra payment will be made.
 - S. All the quantities of silica sand/ball clay/bentonite/limestone, hard strata, etc. are included in OB/IB and not estimated separately.
 - T. Apart from the compliance of various provisions of Mines Act 1952 and Rules, Regulations, laws, byelaws, framed there under, the following shall be within the Scope of work of Contractor.
 - (a) Maintaining height and width of the OB and Lignite benches to safe limits as approved by DGMS and as directed by the General Manager (P).
 - (b) Internal Dump (Back Filled area): Height of the each lift of the backfill dump shall not be more than 10 meter and overall slope angle shall be within safe limit (less than 22 degree) to prevent dump failure.
 - (c) Construction of garland drains all around the mines workings and dumps, haul roads, truck roads or any other places as directed by the General Manager(P).
 - (d) Contractor has to ensure for the stability of the working benches and dump benches. In case of any failure of working benches and/or dump benches, Contractor will have to take corrective measures for the stability of the working benches and dump benches under his scope of work. **Contractor will not be entitled to any cost incurred on account of re-handling/handling of OB benches/dump benches, collapsed material or on account of recovery of lignite under such collapsed OB benches/dump benches.**
- 1.22. If necessary Contractor has to blend the minor seams or the lignite seam having inferior quality if any encountered with main lignite seam for the purpose of quality

of the lignite by excavating such lignite seams and spreading it over the exposed main lignite seam as directed by General Manager (P). No extra claim shall be entertained for such type of work.

- 1.23. Contractor shall be responsible for Pre monsoon preparation and dewatering of workings owing to ground water seepage and monsoon water, inclusive of arrangements for preventing inrush of surface water into the working pit / areas. For the purpose, the Contractor shall make its own arrangements for pumps, pipeline and other related accessories and shall also make adequate arrangements.
- 1.24. Pumping and discharge of the accumulated water in the existing mine pit as directed by the General Manager (P).
- 1.25. The Contractor shall give full information to the GMDC in advance as to his plans for carrying out the works. If any time before the commencement or during the progress of work, any part of Contractor's plant, equipment or facilities, or any of his method of execution of the work, appears to GMDC to be unsafe or inadequate or his organization is insufficient to ensure the required quality and rate of progress of work, the Mines Manger may order the Contractor to improve the same for, and the Contractor shall promptly comply with such orders. Failure of the GMDC to issue such orders shall not relieve the Contractor of his obligation to secure the degree of safety, the quality of work and the rate of progress required by the Contractor for execution of his works under the contract. The Contractor shall ensure safe operation and maintenance of his machinery. They shall adhere and follow all statutory provisions.
- 1.26. On award of the work, the Contractor shall before the start of work, submit a detailed program of work for the first six months of his working for approval of Mines Manger. Thereafter, the Contractor shall submit quarterly plans at least two weeks in advance for approval of Mines Manger. The monthly target quantity will be issued by the General Manager (P) and achieved under the direction and supervision of the Mines Manager.
- 1.27. The Contractor shall submit a daily report of work on the following day in a Performa provided by the Mines Manager as GMDC implemented the ERP system.
- 1.28. If any economic mineral like Silica sand, Ball clay etc. other than lignite is found in overburden / inter-burden, the Contractor shall excavate it separately and stack it in a separate dump to be earmarked by GMDC for this purpose or may have to be loaded into consumers' trucks whenever requires for which no extra payment will be made. The quantities shall be accounted towards OB quantity for the purpose of assessment and no extra payments shall be made on this account.
- 1.29. Garland drains of adequate size shall be cut all around mine pit and dump to collect run-off rain water and prevent entry of the same into the mine workings.

- 1.30. Top edge of the opencast workings shall be kept fenced as per the design provided by the Mines Manager.
- 1.31. The Contractor shall carry out Breaking and removal of hard strata encounter in OB/IB removal work by deploying suitable machineries like rock breaker, ripper dozer etc.
- 1.32. Apart from the compliance of various provisions of Mines Act 1952 and Rules, Regulations, laws, bylaws, framed thereof, the following shall be within the scope of work of Contractor. They shall carry out all working as per DGMS permissions.
- A. Maintaining height and width of the OB and Lignite benches to safe limits as approved by DGMS and as directed by the General Manager (P).
 - B. Internal Dump (Back Filled area): Height of the each running lift of the backfill dump shall not be more than 5 meters whereas final lift shall not be more than 10 meters and overall slope angle shall not be more than 22° within safe limit to prevent dump failure.
 - C. Construction of garland drains all around the mines workings and dumps.
 - D. Contractor has to ensure for the stability of the working benches and Dump benches. In case of any failure of working benches and/or dump benches, Contractor will have to take corrective measures for the stability of the working benches and dump benches under his scope of work. Contractor will not be entitled to any cost incurred on account of re-handling/handling of OB benches/dump benches, collapsed material or on account of recovery of lignite under such collapsed OB benches/dump benches. Moreover they will not be allowed to leave any mineral beneath collapsed material and shall conserve mineral in best possible manner.
- 1.33. The Contractor shall have to manage all the activities with sufficient man power, as well as he will have to manage workshop facility for his equipments and maintain all equipments in service. Alternatively, he shall have to manage for immediate replacement.
- 1.34. The Contractor shall have to follow all safety norms. He shall be responsible for safety of equipments and structures and if any damages occur he shall be responsible for repairing the damages made to the equipments and structures of GMDC and compensate for the cost of damages.
- 1.35. The Contractor shall have to follow the RTO rules for overloading etc. and other provision of motor vehicle Act and Rules. No overloading will be permitted.
- 1.36. In case, the design parameter of mine as stipulated in the document which may be required to be changed on account of safety reasons and/or as per the directions of the statutory authority and/or by management, the Contractor shall have to undertake the same without any claim whatsoever on account of such changes.

- 1.37. While loading lignite, the Contractor has to ensure that there shall not be any contamination to lignite. For this purpose bidder should take suitable measures to avoid contamination.
- 1.38. During the stoppage of lignite dispatch to consumers by whatsoever may be there as on beyond the control of GMDC other works like removal of OB/IB may be kept continued as per the instructions of the work in charge.
- 1.39. GMDC shall not be made liable for any damage and /or compensation for idling of any of the equipment / and manpower for any reason whatsoever.
- 1.40. The equipments which are bought to the site and before putting it in to operation shall be checked and certified by colliery engineer. The intimation for same shall be given to mines manager. The equipments which are brought to the site shall not be removed from the project without permission in writing of General Manager (P).
- 1.41. GMDC may reserve the right to make alteration/addition in the area for contracted quantity as above, without any compensation.

2. FINAL DRESSING OF BENCHES FLOOR AND FACES

Final dressing of the bench floors and bench faces shall be done by the bidder as per the scope of work and the drawings provided for bench configuration. All overhangs and loose rocks shall be dressed down and floors be cleaned up. All haul roads and access roads should be in good condition for further vehicular movement.

3. QUALITY OF LIGNITE AND SAMPLE COLLECTON

- 3.1. In case of complain received from the consumers, inspection of the quality of the lignite supplied to the consumers shall be carried out by work in charge or authorized person of the project. If quality of lignite supplied found inferior and not as per the standard fixed by GMDC, it will attract liquidated damages at the rate of 1.5 times the basic selling price of lignite on the lignite quantity supplied in each truck to the consumer.
- 3.2. The Contractor shall also ensure that no shale or other material is loaded along with the lignite into the trucks and if such material is noticed, it will arrange for picking out of all such material from the trucks. It should be clearly understood that prime object of loading of Lignite is to feed it to the consumers. Constancy in quality and quantity on day to day basis in supply of lignite to consumers is to be ensured by Contractor.

4. SPILLAGE OF THE OVERBURDEN/INTERBURDEN

The Contractor shall ensure that the dumpers / haulers should not be overloaded to avoid spillage. If any spillage occurs along the haul road and unloading points the same has to be re-handled and cleaned at its cost.

5. DUMP / STACK YARD MANAGEMENT

- 5.1. The overburden / inter burden, after excavation, shall be transported to stack yard/in pit as directed by the Mines Manager or the authorized persons from time to time irrespective of any lead or lift as shown in the drawing (plate no-3) to the satisfaction of the management, without claiming any extra payment of the same
- 5.2. Dumping of the OB/IB materials planned outside for about **200 LacM³** at the location shown in the plate no-3. Contractor shall have to carry out the outside dumping as and when directed by GMDC. Contractor shall have to carry out the unloading of the dumper, spreading, dozing and leveling work at the allotted dump area.
- 5.3. Silica sand is encountering as overburden in huge quantity and private leases of silica sand mining are overlapping with our proposed working area, as such excavation and stacking of the silica sand is very much essential. Keeping the all the things in consideration, stacking of the silica sand excavated from the different leases are proposed to stacked at the different location as shown on the Plate No.- 3.
- 5.4. After completion of outside dumping and assessment of availability of the space for in-pit dumping, minimum backfilling shall be allowed in the available void as shown on the Plate No.-3. Backfilling in full-fledged capacity shall be carried out as shown on the Plate No.-3. after reaching the ultimate depth and mine working section permit backfilling from dip to rise direction as per method of mining adopted so that the safe mine working conditions prevails all the time and seamless lignite production possible.
- 5.5. In case of any requirement to accommodate the OB/IB material, superimposed dumping may be carried out as shown on the Plate No.-3. on the backfilled dump and height of the superimposed dump shall not more than 30 mtr. above ground level.
- 5.6. The topsoil shall be spreaded over final layer dump and if necessary it will be stacked separately as directed by Mines Manager. If any other economical minerals like Ball Clay, limestone, silica sand encounters in overburden shall be stacked separately at the area directed by the Mines Manager. Such material shall be dumped in layers of 10 m height and the slopes as may be stipulated but not exceeding 22⁰, as per the statutory permission.
- 5.7. Dumps shall be formed and maintained in steps with height not more than 10 meters each and with adequate slope to ensure its stability. Dump shall be compacted and leveled by dozers.
- 5.8. On dumps, the safety berm should be formed, having height equivalent to half the wheel diameter of the dumpers. In any event, the berms should not be less than one meter in height.

- 5.9. No edge dumping shall be done and Contractor shall arrange adequate numbers of dozers for pushing of the dumped material regularly, leveling and compaction of dumps at all lifts.
- 5.10. Non-operational Dumps will be designated by a berm of at least two meter in height.

6. VEHICLE PARKING AND STANDING:

- 6.1. For safe operation of vehicles in and around the mine, the bidder shall ensure for compliance of statutory provisions and any other special instruction/bye laws framed/given by the General Manager(P).
- 6.2. The drivers shall not park or stand vehicles in a position that will endanger other traffic in the mines premises.
- 6.3. The drivers shall not park or stand vehicles within 30 m of the working area of mobile equipment or where vehicle cannot be observed.
- 6.4. The drivers shall not park or stand vehicles within the area of swing of the excavation Machinery without first obtaining permission from the operator of excavating machine.
- 6.5. The drivers, before leaving parked vehicles, shall ensure that the vehicle is secured, that parking brakes have been applied and that all implements have been lowered. If circumstances dictate that a heavy vehicle must be parked facing up or down a slope then the wheels should be choked with stop blocks and steering off center.

7. CONSTRUCTION & MAINTENANCE OF ROADS, FOOTPATH, SERVICEROAD ETC.

- 7.1. The bidder will be responsible for construction and maintenance of all roads of the project including haul roads, roads used for lignite loading, service road within the mining pit and at the surface up to the dumps & up to main entry point (gate) to lignite loading face and up to Weight Bridge. Separate haul roads, having alignments and specifications approved by statute and GMDC, shall be constructed to allow un-interrupted movement of trucks for loading of lignite. GMDC reserves full rights to use such roads, without any liability what so ever, for movement of any other traffic. More over separate road one for light motor vehicle and another for HEMM shall be provided and maintained.
- 7.2. The bidder shall make arrangements for sprinkling of water on haul roads, parking plots mining faces, dump yards, main entry point (gate) to lignite loading face and up to Weight Bridge, service road and other working places etc., and take adequate precautions for dust suppression.

8. FITNESS OF HEAVY EARTH MINING & TRANSPORTATION MACHINERY:

- 8.1. The Contractor will be required to deploy heavy earth mining & transportation machinery which are tested, found fit and roadworthy and shall have all safety

features as required by DGMS. The bidder will be required to maintain adequate competent officials / persons for maintenance & examination of machinery. In addition, Engineers or other competent persons of GMDC; individually or as a part of Joint Inspection Team; will also examine and verify fitness of these machinery. The

- 8.2. Contractor will provide full cooperation and help in carrying out examination and tests. However, during any such test / examination, if any machinery is found unfit, the Contractor will forthwith withdraw it for necessary repairs and maintenance and will not put it back in to operation unless it is again examined and certified fit by the GMDC's Engineer or other competent persons.

9. LIGHTING

- 9.1. When, any work is performed at night or where daylight is insufficient or obscured, the Contractor shall provide at his cost artificial lights, wherever required on high towers, sufficient to permit the work to be carried on properly and to permit thorough inspection by the Mines Manager. The lighting standards shall be as prescribed by DGMS.
- 9.2. The bidder shall be responsible to construct and maintain at his cost proper and adequate fencing, lighting guarding and taking necessary safety measures for all works under the contract as may be necessary or guided by the Mines Manager. Contractor shall arrange to provide lighting in active pit and working area as per statute.
- 9.3. The power and light connections, wiring, equipment etc. shall be maintained by the bidder throughout the contract period and till GMDC takes over the physical possession of work site at the end of the contract period. The power and light connection, wiring, equipment and other installations shall be subject to the inspection and passing by the Mines Manager or other authorized official and the authorities of Central Government under the Electricity Act & Indian Electricity Rules, subject to conditions of electricity supply by the State Electricity Authorities, or any act or law applicable with change suggested from time to time.
- 9.4. Any additions and alterations thereto shall be got approved by the bidder from the Mines Manager and certified from Electrical Inspector from DGMS, required under law.

10. MINE DESIGN PARAMETERS.

The bidder shall adhere to the mine design parameters as follows –

- MINE DESIGN PARAMETERS RAJPARDI LIGNITE MINE :-

	Particulars	Unit	Value
A.	Pit Slope Geometry i. Ultimate slope (North-East & South-West side) ii. Ultimate slope (western side) Note: Refer Plate no. : 2	Ratio Ratio	1 in 2 1 in 2
B.	Bench Design Parameters a. Height of benches b. Face slope angle c. Width of working bench d. Width of Ultimate bench Note: Refer Plate no. : 4	Meter Degree Meter Meter	Max.5.00 63.40 ⁰ 15 to 30 Min. 5.00 & Max. 22.50
C.	Back Filled Dumps I. Max. overall slope of dumps ii. Height of each lift iii. Minimum safety distance between dump toe and lignite bottom face iv Minimum safety distance between top edge of backfilled dump and bottom edge superimpose Dump	Degree Meter Meter Meter	22 ⁰ Max. 10.00 Not less than 100 200
D.	Outside Dumps I. Max. overall slope ii. Max. height of dumps iii. Height of each lift	Degree Meter Meter	22 ⁰ 40.00 Max. 10.00
E.	Haul Road a. Width b. Gradient	Meter Ratio	25m 1:16 (General) 1:10 (for ramps)

11. DRAWINGS SUPPLIED BY THE GMDC.

- 11.1. Drawings attached with tender shall be for the general guidance of the bidders to enable them to visualize the type of work contemplated and scope of work involved. The bidders will be deemed to have studied the drawings and formed an idea about the works involved.
- 11.2. Any discrepancy between the specifications and the drawings or any error, omission or ambiguity in the specifications or the drawings, shall not invalidate the contract. The bidder shall immediately on noticing any such discrepancy; error, omission or ambiguity brings the same to the notice of the Mines Manager. Any work done by the bidder even after discovery by him of such discrepancy, error, omission or ambiguity will be at the bidder's risk and cost.
- 11.3. Any work, for which no specification or drawing has been prescribed or issued by the GMDC, is to be carried out by the Contractor in all respects in accordance with law and the instructions and requirements of the General Manager(P).

- 11.4. The drawings for the work as listed herein are based upon the interpretation of borehole information. There may be some variation between the estimates and the actual conditions. The bidder shall not be relieved of the liability under the contract for any loss sustained by the bidder as a result of any variance between conditions as shown on the drawings and the actual or otherwise. However detail Litho logs of various Bore Hole are given in the tender document.
- 11.5. The drawings are the properties of the GMDC and it shall be not transferred or copied without permission of the GMDC.

12. RIGHT TO REVIEW THE PERFORMANCE:

- 12.1. GMDC reserves the right to review and assess the performance of the work at any time during the contract period. In case of poor or unsatisfactory performance and/or breach of any terms and conditions of the contract, GMDC shall have discretion to take appropriate action including termination of the contract.

CHAPTER – VI
TERMS AND CONDITIONS OF THE TENDER

Gujarat Mineral Development GMDC Ltd., (herein after referred to as GMDC) proposes to carry out Overburden/ Inter burden removal, Excavation & loading of Lignite from mines working face and ancillary activities from experienced and reputed Contractors at Lignite Mine, Rajparadi

1. EARNEST MONEY DEPOSIT (EMD):

- 1.1. A non-interest bearing Earnest Money Deposit of Rs.2,50,00,000/-(Rupees Two Crore Fifty Lac only) shall be paid along with the tender, enclosed with Technical Bid documents in seal cover super scribed "TECHNICAL BID", in form of Crossed Demand Draft in favour of GMDC Ltd. payable at Ahmedabad from banks approved by Govt. of Gujarat from time to time(except Co-Operative bank) or Fixed deposit receipt issued by banks approved by Govt. of Gujarat from time to time(except Co-Operative bank), duly pledged to GMDC valid for a period of not less than 6 (six) months from the date of opening of preliminary bid or Bank Guarantee issued by banks approved by Govt. of Gujarat from time to time(except Co-Operative bank) in the form and manner acceptable to the corporation valid for a period of not less than 6 (six) months from the date of opening of preliminary bid.
- 1.2. Any tender submitted without Earnest Money Deposit in the desired form or inadequate amount of EMD shall be summarily rejected and no claim shall be entertained on such rejected tenders.
- 1.3. List of the banks approved by Govt. of Gujarat is as per Annexure- II.
- 1.4. EMD will be refunded within 30 days of determination of the L1 bidder.
- 1.5. The EMD of the Contractors shall either be adjusted as a part of security deposit, if desired by the Contractor or shall be refunded by way of crossed cheque on receipt of security deposit amount as stipulated in clause No. 2.
- 1.6. In case of non conformity, irresponsible behavior and fluctuation on the matter discussed/negotiated with the bidder regarding the contract work before issuing the LOI, the amount of the EMD paid will be forfeited and necessary further actions including Blacklisting of the bidder may be initiated as may be deemed fit by the GMDC.

2. SECURITY DEPOSIT:

- 2.1. 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.
- 2.2. The Contractor shall pay security deposit in the following manner:

- A. 2.5% of the total contract value excluding service tax at the time of award of the work
 - B. before commencement of the contract work in form of a Crossed Demand Draft in favour of GMDC payable at Ahmedabad or a Bank Guarantee, from Banks approved by Govt. of Gujarat having validity for the minimum period of three years (except Co-operative Bank) in the form and manner acceptable to GMDC.
 - C. In case of Bank Guarantee, before one months of its expiry, the same shall have to be renewed from time to time as per requirement of GMDC. The final renewal of Bank Guarantee should made valid till six months after expiry of contract period.
 - D. 2.50% of the RA Bill amount will be recovered from the every RA Bill against the security deposit excluding service tax.
- 2.3. The Contractor has an option to provide the Bank Guarantee in lieu of SD deducted from the RA Bills on the yearly basis, subject to the Bank Guarantee must be issued by banks approved by Govt. of Gujarat from time to time (except Co-Operative bank) in the form and manner acceptable to the corporation of equivalent amount having validity period of six months after completion of the period of contract, GMDC may refund the SD deducted from the RA Bills during the respective year.
- 2.4. The Bank Guarantee submitted against the SD amount by the Contractor shall be released 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. The Contractor 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 [Lignite Project] at HO, who after verification of the fact will arrange for release of BG.
- 2.5. Security deposit shall not bear any interest under any circumstances.
- 2.6. Security Deposit is a measure of liquidated Damages sustained by GMDC for not working the mine as required by present contract.
- 2.7. The SD deposited by the Contractor will be forfeited if the Contractor fails to -
- A. Mobilize its machinery as per minimum requirement for technical qualification criteria at the clause no. 3 (1 to 5) of the chapter-IV of the tender document and manpower to start the work within 45 days of receipt of Letter of Intent by the employer.
 - B. Maintain all mine design parameters as enumerated in Chapter-V part-II clause No- 10.
- 2.8. GMDC reserves the right to recover the charges or the liquidated damages from the Security Deposit in the following circumstances-

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

3. RUNNING ACCOUNT BILLS:

- 3.1. The Bidder shall submit monthly Running account bills for the work executed during the period (a calendar month or a period not less than 30 days) within 7 days of the completion of the period for the work of Lignite Dispatched in MT, Transportation of Lignite in MT and Re-Loading of Lignite from stack yard in MT. Running account bill shall be processed after execution of the agreement only.
- 3.2. Quantity of actual lignite dispatched will be considered on the basis of certified actual quantity of lignite dispatched in to the consumer trucks through weighbridge.
- 3.3. Payment for the Work of Lignite Mining, Loading and Dispatch in MT for monthly running account bill shall be Considered on the Cumulative performance basis as per formula given below:

A. Work Component:

Cumulative Payment of Lignite Dispatched=

Constant X Quoted Work Component for Lignite Dispatched per MT X
Cumulative quantity of Actual Lignite Dispatched.

Where Constant = {ACQ (OB/IB)/ACQ (Lignite) } / { ECQ (OB/IB) / ECQ (Lignite Dispatch) }

ACQ (OB/IB) = Actual Cumulative Quantity of OB/IB removal in M3

ACQ (Lignite Dispatched)= Actual Cumulative Quantity of Lignite dispatch in MT

ECQ (OB/IB) = Estimated Contract Quantity of OB/IB Removal in M3

ECQ (Lignite Dispatch) = Estimated Contract Quantity of Lignite to be dispatched in MT

Note:- Actual cumulative OB/IB removal and Actual cumulative Lignite dispatched shall not be more then cumulative target of OB/IB & Lignite dispatched given in schedule of target. Value of the cumulative constant shall not be considered more than 1(one) in case if it is more than 1(one) for the calculation of the payment on lignite dispatch.

Net amount payable for Monthly Running bill =

Cumulative Payment of Lignite Dispatched up to current month – (minus)
Cumulative Payment of Lignite Dispatched of last month.

Escalation on Work Component shall be applicable as per clause no. 6.3 A and 6.3 B of Chapter-II.

Example:

RA Bill No.1:

Quoted Work Component for Lignite Dispatched per MT = Rs.100 per MT

ECQ (OB/IB) = Estimated Contract Quantity of OB/IB Removal in M3= 1225 Lac M3

ECQ (Lignite Dispatch) = Estimated Contract Quantity of Lignite to be dispatched in MT = 79Lac MT

Monthly Actual OBR = 14.0 Lac M3

Monthly Actual Lignite Dispatch = 1.00 Lac MT

Constant = $\{(14.0/1.0)/(1225/79)\} = 0.903$

Cum. Payment = $0.903 \times 100 \times 1.00 = \text{Rs.}90.30 \text{ Lac}$

RA Bill No.2:

Quoted Work Component for Lignite Dispatched per MT = Rs.100 per MT

ECQ (OB/IB) = Estimated Contract Quantity of OB/IB Removal in M3= 1225 Lac M3

ECQ (Lignite Dispatch) = Estimated Contract Quantity of Lignite to be dispatched in MT = 79 Lac MT

Monthly Actual Lignite Dispatch = 1.10 Lac MT

Cum. Actual Lignite Dispatch = $(1.00+1.10) = 2.10 \text{ Lac MT}$

Monthly Actual OBR = 16.0 Lac M3

Cum. Actual OBR = $(14.0+16.0) = 30.0 \text{ Lac M3}$

Constant = $\{(30.0/2.10) / (1225/79)\} = 0.921$

Cum. Payment up to RA Bill No.2 = $0.921 \times 100 \times 2.10 = \text{Rs.}193.41 \text{ Lac}$

Cum. Payment up to RA Bill No.1 = $0.903 \times 100 \times 1.00 = \text{Rs.}90.30 \text{ Lac}$

Net amount payable for Monthly RA Bill No.2 = $(193.41 - 90.30) = \text{Rs.}103.11 \text{ Lac}$

B. Diesel Component:

The cost of the diesel will be paid on monthly basis by calculating the quantity of diesel considering Diesel Component agreed and actual lignite dispatched. **Price of the Diesel in Rupees per Litre which shall be taken as landing cost of the diesel at the Project procured by the GMDC for their own use or landing cost at the project as provided by the supplier.**

Example:

RA Bill No.1:

Quoted Diesel Component for Lignite Dispatched per MT = 1.00 Litre per MT

Monthly Actual Lignite Dispatch = 1.10 Lac MT

Prevailing Price of the Diesel at the Project = Rs.60 per Litre

Payment = Actual Lignite Dispatch x Diesel Component x Price of Diesel

= 1.10 x 1.00 x 60 = Rs.66.00 Lac

- 3.4. Payment for the **Combined Work of Lignite Transportation & Re-Loading of Lignite from Stack Yard mentioned in Clause No-6.4** of chapter-II shall be considered as per actual work carried out and rate quoted.
- 3.5. Monthly Running Account Bill shall be submitted to the office of the General Manager (Project) with following documents:
- A. Date and shift wise weighbridge statement duly certified by authorized official, showing numbers of dumpers/trucks loaded by the Contractor during the period along with tonnage of lignite mining, loading and dispatch with a summery sheet showing total tonnages of lignite mining, loading and dispatch during the R.A Bill period and summery sheet showing cumulative tonnages of lignite excavated & loaded up to the R.A Bill period.
 - B. Date and shift wise weighbridge statement duly certified by authorized official showing numbers of dumpers/trucks for Combined work of Lignite Transportation and Re-Loading of Lignite by the Contractor during the period along with tonnage of Lignite with a summery sheet showing total tonnages of Lignite Transportation and Re-Loading of Lignite during the R.A Bill period and summery sheet showing cumulative tonnages of Lignite Transportation and Re-Loading of Lignite up to the R.A Bill period.
 - C. 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 Contractor.
 - D. 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

- E. No Due Certificate and satisfactory work performance report.
- F. Check List.
- G. Compliance of all law relevant with the work carried out by successful bidder such as Labour, Mining, Factories Act etc.

4. MODE OF PAYMENT

- 4.1. The Running Account bills, submitted at the office of General Manager (Project) will be processed there considering following deductions.
 - A. Income tax as per provision of Income Tax Act, and other Taxes (and surcharges) applicable in force from time to time
 - B. Security Deposit @ 2.5% of the gross amount of the RA bill as per clause No.2.
 - C. Cost of any other services provided / material supplied plus 10% administrative charge, if any, by the GMDC.
 - D. Liquidated damages leviable as per clause No.17 of Chapter-VI
 - E. Other deductions, if any
 - F. Recovery of Mobilization advance as per clause no.7 of chapter-VI.
 - G. An ad-hoc payment @ 80% of the payable amount arrived after considering above deduction, will be paid by office of the G.M. [Project], within 7 days of submission of the bill along with its details.
 - H. The bill shall then be sent to GMDC's Corporate Office at Ahmedabad for verification auditing and approval. Balance 20% payable amount of Running account bills shall become payable by Project only within one week of the receipt of the approved bill from Corporate Office.

5. Working Capital by Providing Advance:

- 5.1. Provision for advance payment in order to help the Contractor to tide over the working capital requirement during development period. Development period estimated as 120 days from the commencement of the work.
- 5.2. Contractor has to carry out the work as per awarded yearly and monthly schedule of Lignite Production and OB removal work. In case of non fulfillment of the monthly/yearly schedule of Lignite production and OB removal work, Liquidated damages shall be applicable as per provision of the LD Clause.
- 5.3. Advance Payment may be given on the basis of consumption of diesel to be required for OB/IB removal which may be computed/derived as Litre per Cu.mtr. on the basis of Diesel Component quoted/agreed by the Contractor considering the Stripping Ratio mentioned in the tender document for the total lignite dispatch.
- 5.4. In case of poor performance of the Contractor, GMDC reserves the right to stop the advance payment. Maximum advance amount shall be up to Rs.20.0 (Rupees

Twenty Crore) OR 2.50% of the total contract values whichever is lower. Price of the Diesel in Rs/Ltr. shall be taken as landing cost of the diesel at the Project procured by the GMDC for own use.

Example:

Quoted Diesel Component = 1.0 Litre per MT

Stripping Ratio = 1: 10

Diesel Consumption for OB removal in Litre per cu. mtr. = 1.0 Litre per/SR (10)
= 0.10 Litre per Cu.mtr.

Actual OB/IB Removal = 10 Lac M3

Price of diesel = Rs.70 per Litre

Advance Payment= 10 Lac M3 x 0.10 x 70 = Rs.70 Lac.

- 5.5. The total advance amount paid shall be recovered in ten equal installments from the first RA Bill or at the rate of not exceeding one third of the bill amount from each RA bill till the full recovery of the adhoc payment in case of less dispatch of the lignite. Schedule of recovery may be reviewed by Managing Director, GMDC in case of necessity.
- 5.6. Contractor has to submit the invoice for advance payment. Minimum Landed price of the diesel during the period of the invoice raised for the OB removal at the project shall be considered for computing the amount of advance. All the applicable taxes may be recovered at the time of releasing the advance payment.
- 5.7. In case of non fulfillments of the terms and conditions in respect of Working Capital Advance, GMDC has right to recover the advance amount by invoking the Bank Guarantee or by any other mode.

6. MOBILISATION ADVANCE AGAINST MACHINERIES/EQUIPMENTS:

- 6.1. GMDC may provide mobilization advance against machineries/equipments to successful bidder only in cases where –
 - A. Contractor who is awarded a contract for a minimum period of two years and makes a formal application to GMDC after finalizing their vendors/suppliers for the specific machineries/equipments
 - B. In case of existing/new Contractor the remaining period of contract should be minimum 20 months.
 - C. The amount of advance shall be limited to 75% of the value of the machineries/equipments subject to maximum of 10% of contract value.
 - D. This is applicable in the case of works whose estimated value is more than Rs.5crores and payment of work is made on monthly basis.
 - E. The proof of purchase of the machineries/equipments including delivery note, LR

and invoice duly authenticated by the Contractor are to be submitted.

- F. Machineries/equipments advance will be paid only after submission of bank guarantee of 85% of value of machineries/equipments and the bank guarantee shall be valid for a period of 15 months. The bank guarantee should be issued by Nationalized Bank or Banks approved by Govt. of Gujarat (except Co-Operative bank) for said purpose. If required, the bank guarantee shall be renewed from time to time by the Contractor. Bidder may be authorized to submit more than one BG which can be returned on successful repayment of particular installment.
- G. The said advance will be paid to Contractor/ vendor / supplier after getting undertaking from Contractor/ vendor / supplier that the said machineries/equipments shall be utilized exclusively for GMDC's work until the advances along with interest is fully repaid or the contract is fully executed whichever is later.
- H. Mobilization advance against supply of machineries/equipments shall be recovered in 10 equal monthly installments of the advance amount paid plus interest there on after the release of advance from 2nd running account bill onwards.
- I. In case there is no work done during the month and/or there is no running bill being submitted by the Contractor for the respective month, the Contractor shall have to repay by way of cheque to GMDC the amount of installment, within 15 days from the end of the respective month.
- J. Interest will be charged one and half percent above State Bank of India base rate as varying from time to time or 11% p.a. whichever is higher.
- K. In case of default in payment of principal amount and interest thereon, GMDC has right to invoke the Bank Guarantee.
- L. Machineries/equipments advance will be released in two installments. First installment will be of 75% of the approved advance amount. Second installment of 25% of the approved advance will be released only after deployment of machinery for which the advance provided.

7. PROVISION FOR ADHOC ADVANCE AGAINST THE EXPOSURE OF LIGNITE:

- 7.1. In case of works of OB/IB removal carried out by the Contractor as per assigned schedule and exposure of the sufficient lignite to dispatch the lignite as per assigned schedule but the actual lignite dispatch could not take place because of market demand, quality of lignite or any other unforeseen reason etc. and the Contractor is not responsible for non dispatch of the lignite, in such circumstances, adhoc advance may be given on the basis of the quantity of the exposed lignite as per the example given as under:

Example:

Requirement of Quantity of exposure of Lignite as per schedule = 3.0 Lac MT.

Actual exposure of Lignite = 3.25 Lac MT.(e.g.)

Prevailing rate of Lignite Dispatch:

Work Component = 100.00/MT

Qty. of Exposed lignite considered for Adhoc Advance:

The actual exposed lignite or Requirement of the exposure of the lignite as per schedule whichever is lower.

i.e. Actual exposed lignite = 3.25 Lac MT

Requirement of exposure of lignite as per schedule = 3.0 Lac MT

Qty. to be considered for Adhoc Advance = 3.0 Lac MT.

Contract Stripping Ratio = 15.51

Actual Stripping Ratio = 14.67 (Actual OB Removal/Lignite Exposed)

Constant = 0.946

The amount of exposed lignite for the qty. of 3.0 Lac MT = $3.0 \text{ Lac MT} \times 0.946 \times 100$

= Rs.283.80 Lac

Adhoc Advance will be made at 50% of the amount payable on exposed lignite.

i.e. 50% of Rs.283.80 Lac = Rs.141.90 Lac.

- 7.2. Adhoc Advance will be recovered in ten equal installments from the first RA Bill or at the rate of not exceeding one third of the bill amount from each RA bill till the full recovery of the adhoc advance in case of less dispatch of the lignite.
- 7.3. Adhoc advance will be given till the actual lignite dispatch start and will be reviewed after every three months period in case actual lignite dispatch could not take place as per assigned target even after completion of three months period and exposure of lignite is adequate as per schedule. Schedule of recovery may be reviewed by Managing Director, GMDC in case of necessity.
- 7.4. In the circumstances of continuation of long period of non dispatch of the lignite or inadequate lignite dispatch, decision in the matter taken by the Managing Director, GMDC shall be final and bound to the Contractor.
- 7.5. In case of non fulfillments of the terms and conditions in respect of adhoc advance, GMDC has right to recover the adhoc advance by invoking the Bank Guarantee or by any other mode.

8. LIQUIDATED DAMAGES (L.D.)

- 8.1. If the Contractor fails to start the actual excavation work within 45 days from the date of acceptance of LOI as required under clause no.8 (a) of Chapter-II of tender document, a liquidated damages @ Rs.15, 000/- per day shall be leviable, for a maximum period of 20 days. If the Contractor fails to start work even after 20 days, the GMDC will be free to forfeit the EMD/SD or both the EMD and SD and take action stipulated under Clause No.1 & 2 of Chapter-VI of tender document.
- 8.2. The Contractor shall always maintain lignite exposed in benches worth minimum two succeeding months' actual lignite production at the end of the every month and as per the quantities shown in table-1 of clause (ii) of Chapter-V at the end of the year. In case of failure the Contractor will be liable to pay the liquidated damages at the end of every year at the prevailing rate of mining of lignite for the shortfall quantity at the end of the year and the same will be deducted from the RA bill. However, if the exposed lignite left at the end of any year is found more than the quantity shown in the table-1 of clause (ii) of Chapter-V, no compensation will be paid by GMDC.
- 8.3. However, in case of actual lignite dispatched quantity at the end of the particular year is more than the assigned target of the lignite dispatch, the same excess quantity of the lignite dispatched of the particular year shall be considered as exposed lignite at the end of that particular year in addition to actual exposure of the lignite.
- 8.4. LD shall also be leviable every month on any shortfall in the quantities of lignite dispatched against monthly-targeted quantity of lignite as mentioned below, for the reasons not attributed to GMDC. Shortfall in the targeted quantity shall be reviewed on cumulative target basis at the end of each year so that the Contractor can recoup and recover the shortfall of the year and the excess LD recovered will be refunded. If the cumulative quantity of actual lignite dispatch is more than the cumulative target of lignite dispatch, no liquidated damages will be levied.

Shortfall in Monthly Targeted Qty.(MT) of Lignite Dispatch	Rate for LD on shortfall Qty.
Up to 2% of Monthly Targeted Qty. (MT)	Nil
From 2% to 5% of Monthly Targeted Qty. (MT)	5% of the Prevailing Maximum Basic Selling Price of the lignite
From 5% to 10% of Monthly Targeted Qty. (MT)	10% of the Prevailing Maximum Basic Selling Price of the lignite
From 10% to 15% of Monthly Targeted Qty. (MT)	15% of the Prevailing Maximum Basic Selling Price of the lignite
More than 15% of Monthly Targeted Qty. (MT)	20% of the Prevailing Maximum Basic Selling Price of the lignite

- 8.5. GMDC shall have the right to reduce the target and revise the schedule of target and increase/decrease the total quantity of the lignite dispatch of the contract.
- 8.6. Normally, the mining is not possible during the monsoon period due to heavy rains.
- 8.7. As such, no targets for mining are proposed and no liquidated damages will be leviable for the monsoon period between 15th June to 15th September every year. But the Contractor will be required to maintain skeleton manpower at site, required to carry out pumping and to meet any emergency which may arise due to heavy rainfall or otherwise.
- 8.8. In case of failure of monsoon or a poor monsoon, the Contractor shall be at liberty to cover up the backlog of lignite exposure work, if any and also to carry out extra lignite production during such monsoon period.
- 8.9. If due to any reasons not attributed to the Contractor, like inadequate booking of dispatches, reporting of fewer trucks, local conditions and situations etc., no liquidated damages will be levied.
- 8.10. Monthly target will be reduced proportionately for the calculation of liquidated damages only on the submission of certificates from the Mines Manager for the actual rainy days and its after-effect during which no lignite dispatches could be made by the Contractor for the period other than monsoon period i.e. 15th June to 15th September. Similarly any stoppage of work for any reason not attributed to the Contractor no LD will be levied.
- 8.11. Under any circumstances GMDC shall not be liable to pay any compensation to the Contractor.
- 8.12. Monthly target will be reduced as and when consumer demand varies from the schedule target for the calculation of liquidated damages only on the submission of certificates from the Mines Manager. Similarly any stoppage of work for any reason not attributed to the Contractor no LD will be levied.
- 8.13. Contractor has to make sufficient arrangement for dewatering of ground seepage water and monsoon water accumulated in the pit as directed by the General Manager(P). In case of failure or inadequate arrangement for dewatering, GMDC shall carry out such activity by own arrangement or by deploying other agency. Liquidated damages shall be leviable 1.5 times the expenditure incurred for the same activity from the Contractor.
- 8.14. Contractor has to make sufficient arrangement for mine lighting at working places, haul roads and dump yards. In case of failure or inadequate arrangement for mine lighting, GMDC shall carry out the activity by own arrangement or by deploying other agency. Liquidated damages shall be leviable 1.5 times the expenditure incurred for the same activity from the Contractor.
- 8.15. Contractor has to make sufficient arrangement for Dust suppression at all working places, haul roads, dumps, along the consumer truck traffic circuit, Adm. bldg.,

mines Time Office area and as directed by the General Manager(P). In case of failure or inadequate arrangement for Dust suppression, GMDC shall carry out the such activity by own arrangement or by deploying other agency. Liquidated damages shall be leviable 2 times the expenditure incurred for the same activity from the Contractor.

- 8.16. Contractor has to make sufficient arrangement for suppression of fires, if any, in the area under its control. Prevention, suppression and dealing with spontaneous heating/fire of carbonaceous material in working area, dump or any other place under its control. In case of failure or inadequate arrangement for suppression of fires, GMDC shall carry out the such activity by own arrangement or by deploying other agency. Liquidated damages shall be leviable 1.5 times the expenditure incurred for the same activity from the Contractor.
- 8.17. In case Contractor fails to adhere to the Mine design parameters specified as per clause no.10 of Chapter –V of the tender document, GMDC may levy liquidated damages as below:
- 8.18. Liquidated Damages = $0.50 \times (\text{Effective Lignite Mining and Loading Rate for the month} \times \text{Excess lignite recovered/exposed on account of change in the mine design parameters})$.
- 8.19. LD shall be imposed @ Rs.1,00,000/-(Rupees one lac only) per week or part thereof, in case the required machinery are not deployed in stipulated time as mentioned at clause no. 3 of Chapter – IV.
- 8.20. However, in case of Contractor achieves the assigned targets without deploying the higher capacity machineries including 4 Nos. of 6 M3 capacity excavators & 16 Nos. of 50T capacity dumpers, GMDC may review the requirement of the machinery and applicability of the LD for non deployment of the higher capacity machinery shall be at the sole discretion of the GMDC. Decision of the GMDC shall be final and binding to the Contractor in this regards.

9. LOCAL FACILITIES / LOCAL CONDITIONS

- 9.1. GMDC may provide space for Camp site within lease and acquired area if available.
- 9.2. A single point Three Phase Electricity supply (with metering arrangements) may be made available by GMDC at Bidder's camp / workshop, if located within the mining lease area and/or the land acquired by the GMDC. Further distribution of power will have to be arranged by Bidder at its own risk and cost. Power consumed will be metered and charged at the prevailing rate of PGVCL plus 5% administrative charges. However, the Bidder will be free to make its own independent arrangements. If the Contractor changes the location of its campsite or workshop, shifting of the supply / metering point will made only if the Contractor agrees to bear the additional cost likely to be incurred.

- 9.3. A single point Three Phase electricity supply will be made by GMDC at the area of excavation in the mine and dumps for mine lighting. The location may be shifted with the advance of the mining pit, not more than once in a year. Necessary further distribution to ensure required illumination over the area would have to be made by the Bidder at his risk and cost. The bidder shall ensure that all safety devices, as stipulated in the Indian Electricity Rules are provided and are always in operation, while organizing distribution of power. However, power supply for this purpose will be made free of cost.
- 9.4. The GMDC will not provide any facilities to the Contractor at the work site except the facilities mentioned in Clause No. 9.1, 9.2 and 9.3 of Chapter VI.
- 9.5. The tools, tackles, machinery, equipment, pump etc. and the manpower required to execute the contract shall be arranged by the Bidder only. The Contractor shall at his own expense, furnish all necessary erection tools, hoists, cranes, derricks cables and slings rigging, skids, welding machines, preheating and stress relieving equipment all associated protective equipment, instruments, appliances, materials and supplies required for unloading handling, transporting, that may be required to accomplish the work under contract unless otherwise provided for. Adequacy of such will be subject to final determination of GMDC.
- 9.6. The Contractor shall bear and pay all charges on all construction tools and equipment furnished by him.

10. STATUTORY OBLIGATIONS:

- 10.1. All the directives issued by DGMS from time to time, shall be binding on the Contractor.
- 10.2. The removal of Overburden/ earth excavation shall have to be done by the selected bidder by preparing benches, from top to bottom, as per provisions of the Mines Act/Rules/Regulations and orders made there under & in force from time to time, by deploying mechanical equipment viz. Hydraulic excavators / shovels, dumpers, Dozers etc.
- 10.3. Contractor has to comply with the Recommendations of 11th National Conference on Safety in Mines as listed under:
 - A. Prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them.
 - B. Provide a copy of the SOP to the person designated by the mine owner who shall be supervising the Contractor's work.
 - C. Keep an up to date SOP and provide a copy of changes to a person designated by the mine owner.
 - D. Ensure that all work is carried out in accordance with the Statute and SOP and for

- the purpose he shall deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner.
- E. For work of a specified scope/nature, develop and provide to the mine owner a site specific code of practice.
 - F. Ensure that all sub-Contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance all safety laws by the sub or sub-sub Contractors.
 - G. All persons deployed by the Contractor for working in a mine must undergo vocational training, initial medical examination, PME. They should be issued cards stating the name of the Contractor and the work and its validity period, indicating status of VT & IME.
 - H. Every person deployed by the Contractor in a mine must wear safety gadgets to be provided by the Contractor. If Contractor is unable to provide, owner/agent/manager of the mine shall provide the same at the cost of the Contractor.
 - I. The Contractor shall submit to DGMS returns indicating – Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
- 10.4. The Contractor shall be responsible for arranging requisite manpower, its training and medical examination and shall also fulfill the provisions of Mining and Labour laws, PF Act and Rules, Contract Labour Laws, The workmen compensation Act etc., pertaining to employment of labour and other statutes in force from time to time.
 - 10.5. The Contractor 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.
 - 10.6. 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 the any Acts and the Rules and Regulations, By-laws or the Orders made there under, applicable from time to time, such amounts shall be recoverable from the bidder for which GMDC will not be responsible for any compensation.
 - 10.7. The selected 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.

- 10.8. The Contractor will provide air-conditioners in the operators' cabin at his cost and risk. Any failure will be dealt with as per the clause 6(d) above.
- 10.9. The Contractor(s) will also arrange for IME and PME and shall comply other statutory provisions of Law.

11. LAWS, REGULATIONS AND PERMITS AND RULES MADE THERE UNDER:

- 11.1. The Contractor 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 and/or purchase order. The Contractor shall serve GMDC harmless as a result of any in factious thereof. Contractor will be solely liable for all non compliances.
- 11.2. The following are some of the major Government of India Acts and Regulations to be complied with. List is illustrative and not exhaustive.
- A. The Indian Explosives Act of 1884 (4 of 1884) and Amendments and Rules (Amended Up to date)
 - B. The Indian Factories Act of 1948 (63 to 1948) and Amendments and Rules (Amended up to date)
 - C. The Mines Act, 1952, its rules and regulations.
 - D. Coal Mines Regulations 1957
 - E. The Mines & Minerals (Development & Regulation) Act, 2015& Rules made there under
 - F. The Employees Compensation Act 1923 and Amendment Act 2010
 - G. The Payment of Wages Act 1936 and Amendment Act 2012
 - H. Payment of Bonus Act 1965 and Amended up to date
 - I. Contract Labour Regulations& Abolition Act 1970
 - J. Interstate Migrant Workmen (Regulations) Act 1979
 - K. Recommendation of 11th Safety conference
 - L. Circular No. 5 of 2010 regarding Implementation of safety features in dumpers/Tippers.

12. NOTICE

Written notice shall be deemed to have been duly served if delivered to the individual or to Contractor 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.

13. BANKRUPTCY ETC.

- 13.1. If the Contractor 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.
- 13.2. 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 Contractor. The power and provision so reserved to GMDC on taking of the work out of the Contractor's hands shall apply as far as they may be when the contract is so terminated.

14. CANVASSING NOT PERMITTED

- 14.1. 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 (LP), if he desires, but personal and oral representations are not permitted.
- 14.2. In spite of the above clear instructions, any bidder is found to canvass his offer or against his competitor's offer through personal approach to the competent authority or the officials of GMDC, their offer will be rejected without assigning any reason and the firm even is black listed.

15. TERMINATION OF CONTRACT:

If at any time during the currency of this contract, if any breach occurs due to the reasons attributed to the Contractor, 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 Contractor? GMDC shall be entitled to forfeit Security deposits as Liquidated damages.

16. DISPUTE RESOLUTION AND ARBITRATION:

- 16.1. The Contractor would endeavor to avoid litigation and disputes during the course of execution of works under the Contract. However, if such disputes take place between the Contractor and GMDC, effort shall be made first - to settle the disputes at the Company's level, by engaging into settlement talks. The Contractor shall make a request in writing to the Project Authority for settlement of such disputes/claims within 30 (thirty) days of arising of the cause of dispute/claim failing which no dispute claims of the Contractor shall be entertained by the Company.
- 16.2. Any and all disputes arising out of or in relation to this Contract and interpretation of terms and conditions of the contract would be referred to the Managing Director of GMDC for consideration. The Managing Director of GMDC shall provide a decision on the dispute after considering the written arguments of both the Parties and the complete merits of the matter. The decision of the Managing Director shall be delivered no later than 180 days from the date of reference of disputes to the Managing Director by any of the Parties. The Parties may, upon mutual written concurrence, agree to forego and abandon this stage of dispute resolution before the Managing Director and directly proceed with arbitration.
- 16.3. If the recommendation of the Managing Director is not acceptable to the Contractor, the dispute would be resolved through a mutually acceptable **Sole Arbitrator** in accordance with the Arbitration and Conciliation Act, 1996.
- 16.4. The conduct of any arbitration proceedings and any award rendered hereunder and the validity, effect and interpretation of this Contract shall be governed by the laws of India and the enforcement of this Contract and any award rendered hereunder shall be governed by the Arbitration and Conciliation Act, 1996.
- 16.5. The arbitration shall be conducted at Ahmedabad, Gujarat, India. The language of the arbitration proceedings shall be English only.
- 16.6. Pending final resolution of any dispute under this Contract, the Parties hereto shall continue to perform their respective obligations hereunder.
- 16.7. The provisions of this clause shall expressly survive termination of this Contract.

17. GOVERNING LAW AND JURISDICTION:

This Contract shall be construed and interpreted in accordance with and governed by the laws of India, and the Courts at Ahmedabad shall have exclusive jurisdiction over matters arising out of or relating to this Contract.

18. PROVISIONS RELATED TO INSURANCE:

- 18.1. Insurance –The Contractor 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 Contractor 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.

- 18.2. The Contractor shall, at all times during the pendency of the Contract, indemnify the Company against all claims, damages or compensation under the provisions of the Workmen's Compensation Act and shall take insurance policy covering all risk, claims, damages or compensation payable under the Workmen's Compensation Act or under any other law relating thereto.
- 18.3. The Contractor 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 Company. The cost of premiums shall be borne by the Contractor and it shall be deemed to have been included in the tendered rate.
- 18.4. In the event of the Contractor's failure to effect or to keep in force the insurance referred to above or any other insurance which the Contractor is required to effect under the terms of the Contract, the Company 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 Contractor.

19. TRAVELING, LIVING AND OTHER EXPENSES:

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

20. MEASUREMENTS

- 20.1. **OB/IB removal work:** - Measurements of OB / IB work shall be made using Total Survey Stations. The field readings shall be directly transferred to computer software for computation of volumes and preparation of plans and sections. Data mine or any other suitable software shall be used for this purpose.
- 20.2. An authorized representative of the bidder shall remain present at the time of field measurement and computation work and will also certify the same.
- 20.3. The measurement and the computations provided by the Management shall be final and binding to the bidder.
- 20.4. **Excavation and/or Loading Of Lignite:** - Date and shift wise weighbridge statement duly certified by authorized official, showing numbers of dumpers/trucks loaded by the Contractor during the period along with tonnage of lignite excavated & loaded, with a summery sheet showing total tonnages of lignite excavated &

loaded during the R.A Bill period and summery sheet showing cumulative tonnages of lignite excavated & loaded up to the R.A Bill period.

21. NON FULFILMENT OF TERMS AND CONDITION OF THE CONTRACT:

- 21.1. If the Contractor fails to carry out the work as per terms and conditions of the contract to the satisfaction of the GMDC, GMDC shall be entitled to forfeit the security deposit paid by the Contractor. This however, shall not absolve the Contractor from his obligation to fulfill the contract. In such event, the GMDC shall have a right to complete and / or to get the work completed at the cost & risk of the Contractor and the Contractor shall be responsible to pay such cost incurred by the GMDC to complete the work and / or to get the work completed.
- 21.2. Likewise, if the Contractor does not fulfill the terms and conditions of the contract and does not carry out the work up to the entire satisfaction of GMDC, GMDC 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 Contractor and the GMDC shall have a right to complete the work and / or to get the work completed at the risk and cost of the Contractor.
- 21.3. For any reasons, if it is required, the GMDC reserves right to cancel, terminate, amend and / or alter the contract and / or bifurcate and / or reduce the contract work at any time without giving any notice or reason to the Contractor and without incurring any responsibility. For such cases, Contractor shall have to take away his labour, tools, tackles, machinery, equipment etc. and shall leave the site at once or shall have to carry out the instructions of the GMDC.

22. ACCIDENT ETC. AND RESPONSIBILITIES OF CONTRACTOR:

- 22.1. The entire responsibility on account of any accidents, damage or personal injury which may occurred to any of the Contractor's vehicles/ equipments or his/its employees or any outside party shall be exclusively that of the Contractor and no claim whatsoever shall be entertain by the GMDC on this account. The Contractor shall keep the GMDC indemnified from all the consequence.
- 22.2. In the event of any breakdown or accident during the course of any operation, the Contractor shall notify the facts to the Mine Manger, 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 /Mine Manager.
- 22.3. The Contractor 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 Contractor, the same amount shall be recovered from the Contractor bill or dues pending towards GMDC.

23. GENERAL CONDITONS:

- 23.1. As per the provision of mines V.T. Rules, all workers proposed to be employed by the Contractor, will have to be trained before employment at recognised / approved VT Centre.
- 23.2. The appointment/ authorization of all employees shall be issued with intimation to and through the Mines Manager of GMDC.
- 23.3. Medical examination of all persons to be employed by the Contractor in the mine will have to be conducted as per law.
- 23.4. All the equipment proposed to be used in the mines shall be physically examined by GMDC's Engineers for verifying its use-worthiness in the mines.
- 23.5. All the persons of the Contractor engaged inside the mining area must wear Helmet and Shoes. As and when required other personal protective wears shall also be provided to them.
- 23.6. The Contractor 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 Company by an individual or by customers or by any such other persons who suffered damage due to negligence of the Contractor or his sub-Contractor or his employees / Agent, the same shall be settled by the Contractor at his cost.
- 23.7. The Contractor has to ensure supervision of the work through duly qualified and competent persons and also has to make sure that a responsible Manager/ Engineer is full time available on work site to whom GMDC can issue the instruction and who can fulfill such instructions. Contractor shall appoint qualified Manpower.
- 23.8. The Contractor shall not change the constitution of the company/ firm during the currency of the contract without prior approval of GMDC.
- 23.9. All the staff members of the Contractor shall carry Photo Identity Card while on duty.
- 23.10. Contractor shall have to work in three shifts and by three different relays compulsory (Mandatory). The time of commencement of work and of the end of the work for each relay will be in accordance with the timings of GMDC's own workings. Duration of each shift will be Eight hours, with at least half-an hour rest interval in between. There will be no work on weekly days of rest and on paid/public holidays. This condition is a statutory and shall comply without fail.
- 23.11. All the equipment to be deployed by the Contractor must be maintained in proper working order and be fitted with all the required safety devices enforced by DGMS under Mines Act e.g. Audio Visual Alarms, fire extinguisher etc.

- 23.12. In case of any Central/State Government directives regarding mining operation / and execution of work related thereto, the same shall have to be strictly adhered to and binding upon the Contractor for implementation, for which GMDC will not be responsible for any compensation.
- 23.13. The Contractor 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 bidder sole risk and cost, for which GMDC will not be responsible for any compensation.
- 23.14. To meet the exigencies arising out of natural calamities or disaster or during any emergency, GMDC reserves the right to take away any of the equipments/machineries deployed at the mines with a mutually consented rate. A separate agreement will be made to this effect.

24.SUB-CONTRACT:

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

25.COMPLETION OF WORK:

- 25.1. Upon the Contractor fulfilling the entirety of its obligations under the Contract to the satisfaction of GMDC and subject to terms and conditions of the Contract, it shall become eligible to apply for a Completion Certificate. The General Manger (Project) of GMDC shall formally issue the Completion Certificate, after verifying from the completion documents and satisfying himself that the Works under the Contract have been completed in accordance with all the provisions of this Contract. The Contractor, after obtaining the Completion Certificate shall become eligible to present the final bill for the Works executed by it under the Contract.
- 25.2. Upon completion of Works under the Contract and before the application for the Completion Certificate, the Contractor shall clear the mining site of GMDC of all rubbish, dirt, rock overburden materials and structures. Failure to clear the mining site may constrain GMDC to clear the said site at the risk and cost of the Contractor.
- 25.3. The Contractor shall provide GMDC with any and all documents/records/proofs that may be demanded before issuance of Completion Certificate.

26.FORE CLOSURE:

- 26.1. In case of any necessity arising due to local working conditions, land/lease issues, major deviation in the geological data/information, unexpected sliding of the benches or dumps or any unforeseen reason not in the control of the GMDC or of the Contractor, Committee comprising of representative of GMDC, Contractor and Outside Expert from Technical and Financial background shall be constituted and Committee will look into the reasons/causes and analyse the conditions as to whether the work awarded is feasible to continue with the existing terms and

conditions of the contract or any other available option or to Fore Close the contract in the interest of both the GMDC and the Contractor.

- 26.2. 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 Contractor, guideline/Modality of the Fore Closure of the contract shall be decided by the committee considering the work executed and unexecuted, period of the contract completed and balance period of the contract, value of the work executed and value of the work unexecuted etc.

27. FORCE MAJEURE:

- 27.1. Force majeure is herein defined as any cause which is beyond the control of the Contractor or the GMDC as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:
- A. Natural phenomena such as flood, draughts Cyclone, earthquake and epidemics, declaration of war.
 - B. 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.
- 27.2. The Contractor 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.
- 27.3. For delay arising out of Force Majeure, the Contractor will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of force Majeure and neither company nor he Contractor 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.
- 27.4. If any of the Force Majeure conditions exists in the place of operation of the Contractor even at the time of submission of bid he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations
- 27.5. The Contractor 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 given though such cause any occur after Contractor's performance of his obligations has been delayed for other causes.

28. APPLICABILITY:

- 28.1. Generally Force majeure will be considered in following situations:
- A. In case which is beyond the control of the parties to the contract.
 - B. The unforeseen event which could not be presumed at the time of finalization of the contract
 - C. Any event which could not be foreseen with a reasonable amount of diligence by the parties to the contract. An incidence of natural calamities such as flood, draught, cyclone, earthquake and epidemics, declaration of war may be treated as force majeure
- 28.2. The parties to the contract affected by force majeure should give at least 15 days written notice in reasonable time under proper receipt of his intension to consider certain period as Force Majeure from the date of occurrence of event leading to force majeure.
- 28.3. The parties to the contract affected by force majeure should also indicate in the notice about all possible steps taken to reduce the adverse effect of the force majeure event.
- 28.4. If the effect of force majeure is likely to affect the parties of the contract for more than 2 months then contract may be terminated with mutual consent.
- 28.5. In case of force majeure condition, GMDC reserves the right to extend the period of the contract suitably and liquidated damages may be reviewed during the force majeure period.
- 28.6. However, in no case, GMDC will pay any compensation towards force majeure period nor any compensation will be paid for idle machinery and manpower.

29. CHANGE IN LAW:

Nothing in this contract shall entitle the bidder to claim additional payment against the work executed or being executed or likely to be executed upon the change in law by Government of India or State of Gujarat as regards any taxes, liabilities arising out of work contract ,judgments of court etc. That nothing under the said laws shall create any additional liability on the GMDC over and above that set out herein. That unforeseen circumstances in the working of the said contract shall not entitle 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.

30. 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.

FORM – A**CHECK LIST OF DOCUMENTS ENCLOSED WITH TENDER****TECHNICAL BID**

Sr No.	Particulars	Declaration (Strike out whichever is not applicable)
1.	Tender Fee	Yes/No
2.	Earnest Money Deposit (EMD) for the value as indicated in Notice Inviting Tender,	Yes / No
3.	Check list of documents in the prescribed Performa, Form-A	Yes / No
4.	Form – B –(Status of the Bidder, with documentary proof)	Yes / No
5.	FORM–C-1 (Details of work carried out during the last seven years by the bidder)	Yes / No
6.	FORM C-2 (Details of work carried out should be provided as per FORM C-2 provided In the tender Document)	Yes / No
7.	FORM C-3 (Details of Bidder as per the format provided in Form C-3 of the Tender Document)	Yes / No
8.	Form – D- (Details of the machinery owned by the bidder with documentary proof)	Yes / No
9.	Form–E (Details of heavy earth moving machinery, equipment etc. Owned and readily available with bidder as per format provided in FORM E of the Tender Document)	Yes / No
10.	Declaration of not Blacklisted as per the format provided in Form G of the Tender Document	Yes / No
11.	Undertaking of Genuineness of Document as per format provided in FORM H of the Tender Document	Yes / No
12.	CA Certificate of Net worth, Turnover and Working Capital as per format provided in FORM I of the Tender Document	Yes / No
13.	CA Certificate of Turnover for last five year as per format provided in FORM J of the Tender Document	Yes / No
14.	Bid Capacity Certificate as per format provided in FORM K of the Tender Document	Yes / No

15.	Undertaking regarding genuineness of documents for Bid Capacity Certificate as per format provided in FORM L of the Tender Document.	Yes / No
16.	Undertaking of Indemnity as per format provided in FORM M of the Tender Document.	Yes / No
17.	Declaration of site visit as per format provided in FORM N of the Tender Document.	Yes / No
18.	Declaration of unconditional offer as per format provided in FORM O of the Tender Document.	Yes / No
19.	Declaration regarding unconditional acceptance of all the terms and conditions of the Tender document as per format provided in FORM P of the Tender Document	Yes / No
20.	Power of authority of the signatory to the bidder	Yes / No
21.	CA Certificate for ownership of machinery	Yes / No
22.	Copy of P.F. Registration details	Yes / No
23.	Joint Venture Agreement in case of Joint Venture/ Consortium	Yes / No

PRICE BID

24.	Online Price bid submission in Form 'AA'	Yes / No
25.	Online Price bid submission in Form 'BB'	Yes / No

FORM - B**Status of the Bidder**

Particulars	Details
Name of the Bidder:	
Address :	
Registered office :	
For correspondence :	
Telephone No.	
Fax No.	
E-mail Address	
Attested copies of Deeds, Articles of association to be enclosed	
Name 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.	
PAN of Bidder	
Service Tax Registration No. of Bidder	
PF Registration No.	

DETAILS OF WORK CARRIED OUT DURING THE LAST SEVEN YEARS BY THE BIDDER

Sr. No.	Description of work with Work place/mine	Name of client with postal address	Period		Quantity awarded	Actual quantity worked	Work experience certificate attached
			From (Date)	To (Date)			
							Yes/No
							Yes/No
							Yes/No
							Yes/No

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

Form C-2

Bidder should submit the details of work carried out during the last seven years by the bidder in below format in addition to the details submitted in the Form-C-1:

Bidder	Quantity in Lac M³						
	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15

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

FORM – C-3

DETAILS OF BIDDER

Particulars	
Whether enlisted in other deptt, 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 the company or any partner/proprietor of present company was associated in any capacity.	

FORM - D

DETAILS OF HEAVY EARTH MOVING MACHINERY, EQUIPMENT ETC. OWNED AND READILY AVAILABLE WITH BIDDER.

D1. Excavators

Sr. No.	Type of Machine	Manufacturer	Chassis No./Reg. No.	Year of Manufacturing	Whether in working condition or not	Engine HP	Bucket Capacity (in M³)	Location	Name of owner	Documentary proof attached or not.
										Yes/No
										Yes/No
										Yes/No
										Yes/No
										Yes/No
										Yes/No
										Yes/No
										Yes/No
										Yes/No
										Yes/No

D2. Dumpers

Sr. No.	Type of Machine	Manufacturer	Chassis No./Reg No.	Year of Manufacturing	Whether in working condition or not	Engine HP	Hauling Capacity (in MT)	Location	Name of owner	Documentary proof attached or not.
										Yes/No
										Yes/No
										Yes/No
										Yes/No
										Yes/No
										Yes/No
										Yes/No
										Yes/No
										Yes/No
										Yes/No

D3. Dozers

Sr. No.	Type of Machine	Manufacturer	Chassis No./Reg No.	Year of Manufacturing	Whether in working condition or not	Engine HP	Ripper attachment (Yes/ no)	Location	Name of owner	Documentary proof attached or not.
										Yes/No
										Yes/No
										Yes/No

D4. Other ancillary equipment:

Sr. No.	Type of Machine	Manufacturer	Chassis No./Reg No.	Year of Manufacturing	Whether in working condition or not	Capacity(in liters or HP or Tonnes)	Location	Name of owner	Documentary proof attached or not.
									Yes/No
									Yes/No
									Yes/No
									Yes/No
									Yes/No

FORM-E

OWNERSHIP OF MACHINERY OF BIDDER

E1: Excavators

BUCKET CAPACITY	Nos.	Total Capacity in M3
12 M3		
6 M3		
5.10 to 5.9 M3		
4.0 to 5.0 M3		
3.50 to 3.90 M3		
3.0 to 3.50 M3		
2.50 to 2.90 M3		
2.0 to 2.50 M3		

E2: Dumpers

HAULING CAPACITY	Nos.	Total Capacity in T
35T		
40T		
50 T		
55 T		
60T		
91T		
100T		

E3: Dozer

DOZER CAPACITY	Nos.
160- 165 HP	
175- 180 HP	
>200	
TOTAL	

E4: Motor/ Road Grader

MOTOR/ROAD GRADER:	Nos.
TOTAL	

E5: Water Sprinkler/ Tanker

CAPACITY IN KL	Nos.
18 KL	
>18KL	
TOTAL	

FORM F

(On letter head of the bidder- to be produce at the time of release of security deposit and Bank Guarantee)

To,

Gujarat Mineral Development GMDC Ltd.
"Khanij Bhavan" 132' Ring road,
University Ground, Vastrapur,
Ahmedabad- 380 052

Name of Works:

- 1) Turnkey Mining Contract involving Overburden/ Inter burden removal, Excavation and/or Loading of Lignite from mines face and ancillary activities at Lignite Mine Rajpardi
- 2) Combined Work of excavation of Lignite from mine face, loading into the dumpers, Transportation of Lignite from Mines face to stack yard on the ground surface level. (approx. One way average distance = 2.50 km), and Work of Re-Loading of Lignite and dispatch in to consumer truck from stack yard.

NO DEMAND CERTIFICATRE

We _____ hereby certify that we have received the payment of all our bills in full and final settlement of our claims in respect of Tender No. _____

for all the works as mentioned above at Lignite Mine,Rajpardi

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

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

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

Signature & Stamp of the Firm

Date:-

Signature & Address of

Witnesses. 1. _____
2. _____

FORM G

DECLARATION

(On letter head of the Bidder)

FROM:

DATE:

To,

The Managing Director,
Gujarat Mineral Development GMDC Ltd.,
"KhanijBhavan", 132 ft. Ring Road,
University Ground, Vastrapur,
Ahmedabad-380015

Dear Sir,

I/we here by solemnly declare that any of our Directors or Partners, jointly or severally and/or individually or our firm/company have not been black listed by the Central Govt. or the State Govt. or its undertakings.

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/company in this regard in any manner that may be deemed fit by GMDC.

Yours faithfully,

Signature and Stamp of the Contractor

FORM H

(FORMAT FOR AFFIDAVIT)

**A F F I D A V I T
UNDERTAKING REGARDING GENUINNESS OF DOCUMENTS
(On Non-Judicial Stamp Paper of RS 100/-)**

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

**SIGNATURE OF THE BIDDER
WITH SEAL**

Dated

FORM I

CERTIFICATE OF NETWORTH, TURNOVER AND WORKING CAPITAL

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, Turn Over and Working
Capital of the firm M/s _____ are as under:

1. Net Worth= Rs. _____ as on 31/3/2015.

2. Turn Over = Rs. _____ for the Year 2012-13.
Rs. _____ for the Year 2013-14.
Rs. _____ for the Year 2014-15.

Average Turnover of Rs. _____

3. Working Capital = Rs. _____ as on 31/03/2015.

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

FORM J

CERTIFICATE OF TURNOVER FOR LAST FIVE YEAR

On the basis of the audited books of accounts produced before us by M/s. _____, we hereby certify that as per the books of account Turn Over of the firm M/s _____ for last five years is as under:

Year	Turnover in Rs. Crore
2010-11	
2011-12	
2012-13	
2013-14	
2014-15	

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

FORM K

PROFORMA FOR BID CPACITY

On the basis of the audited books of accounts produced before us by M/s. _____, we hereby certify that the AVAILABLE BID CAPACITY of the firm M/s _____ is as under:

TURN-OVER	(in Rs.Crore)
2010-11	
2011-12	
2012-13	
2013-14	
2014-15	

A: Maximum Turnover Rs. _____ Crore in the year _____.

Turnover as = A = Rs. _____ Crore

N : 9 years i.e. Contract period

B: Existing Commitments:

i. **Work-P** = Rs. _____ Crore

ii. **Work-Q** = Rs. _____ Crore

B1. Sub-Total (P+Q) = Rs. _____ Crore

Ongoing works to be completed during the next 108 months:

i. **Work-R** = Rs. _____ Crore

ii. **Work-S** = Rs. _____ Crore

B2. Sub-Total (R+S) = Rs. _____ Crore

Grand Total = B1 + B2= Rs _____ Crore

AVAILABLE BID CAPACITY = (A x N x 2 – B)

= Rs. _____ Crore

Estimated Tendered Value of the work = Rs.760 Crore.

Bidder qualifies in Bid Capacity criteria.

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

FORM L

**UNDERTAKING REGARDING GENUINNESS OF DOCUMENTS (Bid Capacity)
(FORMAT FOR AFFIDAVIT)
(On Non-Judicial Stamp Paper of RS 100/-)**

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

We are submitting Tender for the work _____ against Tender No. _____

None of the Partners of our firm is relative of employee of _____ (Name of the Company)

All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.

All documents/credentials submitted along with this Tender **for Bid Capacity** are genuine, authentic, true and valid.

If any information and document submitted is found to be false/incorrect at any time, GMDC may cancel OR my Tender and take action as deemed fit may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money / Security deposit and banning/delisting of our firm and all partners of the firm etc.

SIGNATURE OF THE BIDDER

WITH SEAL.

Dated

FORM M

UNDERTAKING OF INDEMNITY
(On Letter head of the Bidder)

To,

The Managing Director.
Gujarat Mineral Development Corporation Ltd.
KhanijBhavan
132' Ring Road, University Ground,
Vastrapur,
Ahmedabad.

Dear Sir,

We M/s. ----- hereby undertake that, we shall at all times, indemnify and keep indemnified that GMDC 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 Contractor/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 Contractor)

FORM N

DECLARATION ABOUT THE SITE VISIT
(On letter head of the Bidder)

Name of Works:

- 1) Turnkey Mining Contract involving Overburden/ Inter burden removal, Excavation and/or Loading of Lignite from mines face and ancillary activities at Lignite Mine Rajpardi
- 2) Combined Work of excavation of Lignite from mine face, loading into the dumpers, Transportation of Lignite from Mines face to stack yard on the ground surface level. (approx. One way average distance = 2.50 km), and Work of Re-Loading of Lignite and dispatch in to consumer truck from stack yard.

We _____ hereby certify that we have visited the site in respect of Tender No. _____ for all the works mentioned above at Lignite Mine,Rajpardi We have obtained all relevant details, information, data, existing working conditions, existing industrial environment etc. We have also studied the mining scheme 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 O

DECLARATION OF UNCONDITIONAL OFFER
(On letter head of the Bidder)

We _____ hereby declare that we have not put any condition in our offer with respect to Tender No. _____,

SIGNATURE OF THE BIDDER WITH SEAL.

Dated

FORM P

Declaration regarding unconditional acceptance of all the terms and conditions of the Tender document

We _____ hereby declare that we accept all the terms and conditions, including Annexure, Corrigendum if any, as specified in the Tender Document No. LP/01/15- 16 unconditionally.

SIGNATURE OF THE BIDDER WITH SEAL.

Dated

PLATE NO 1

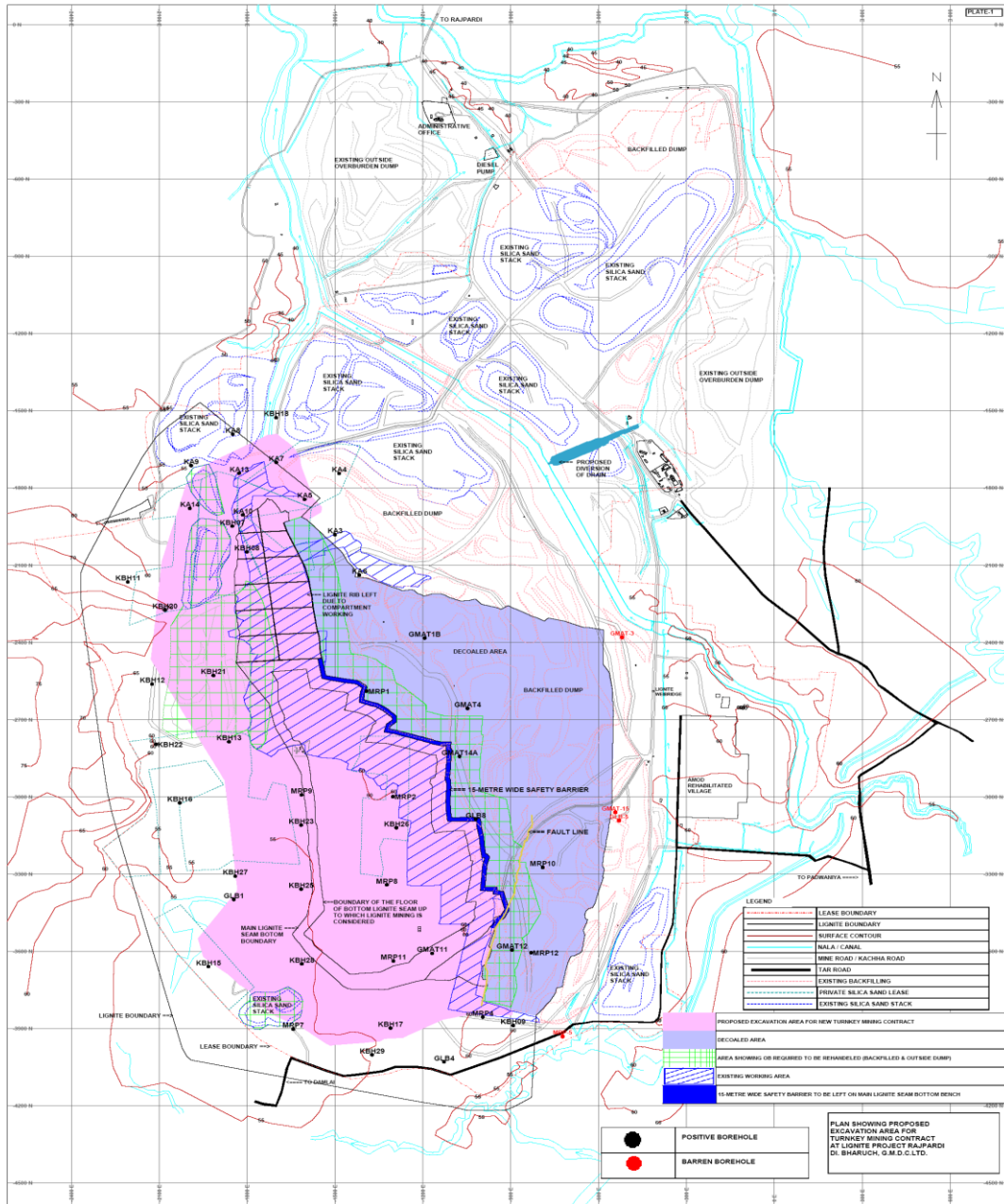


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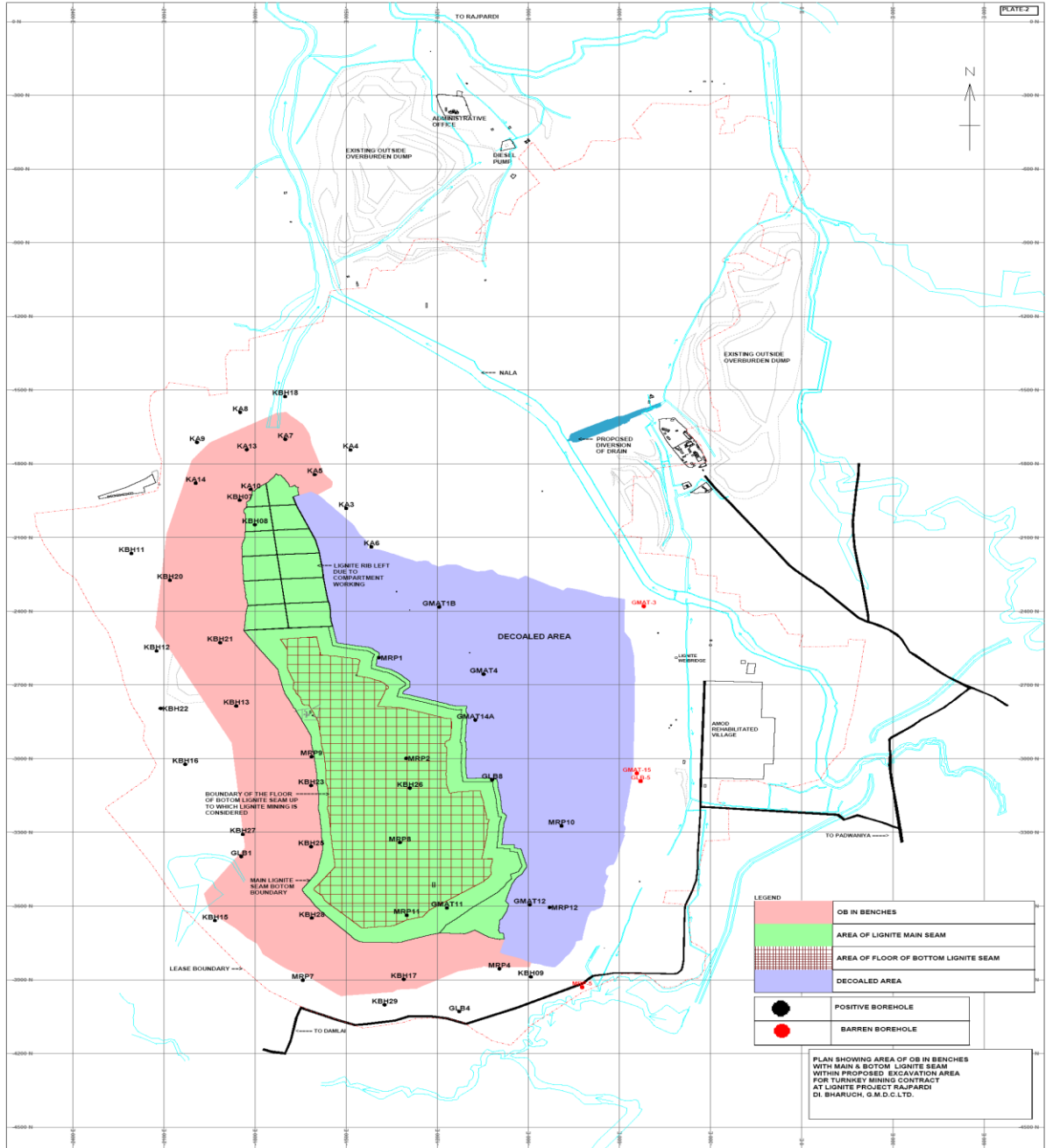


PLATE NO 3

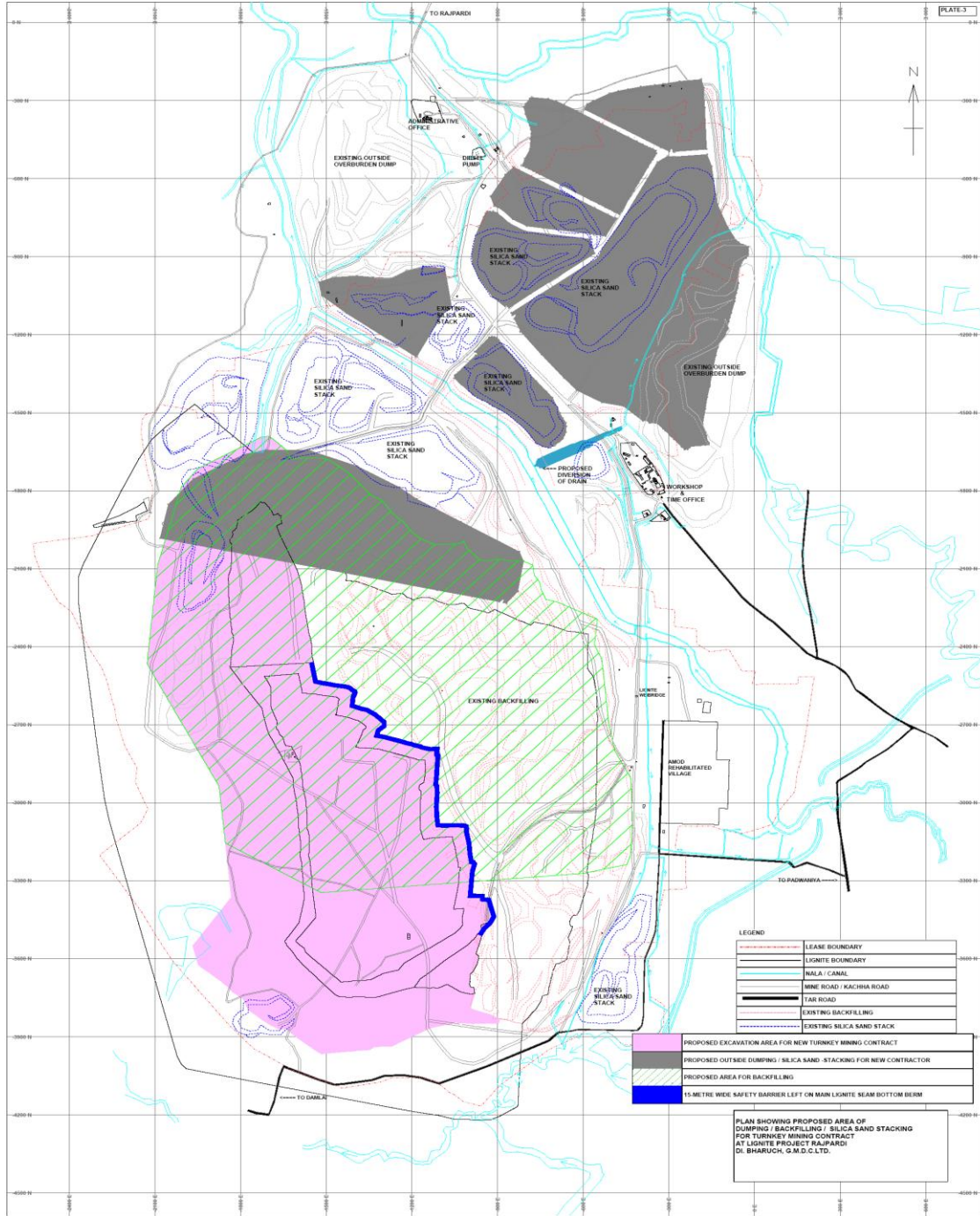


PLATE NO 4

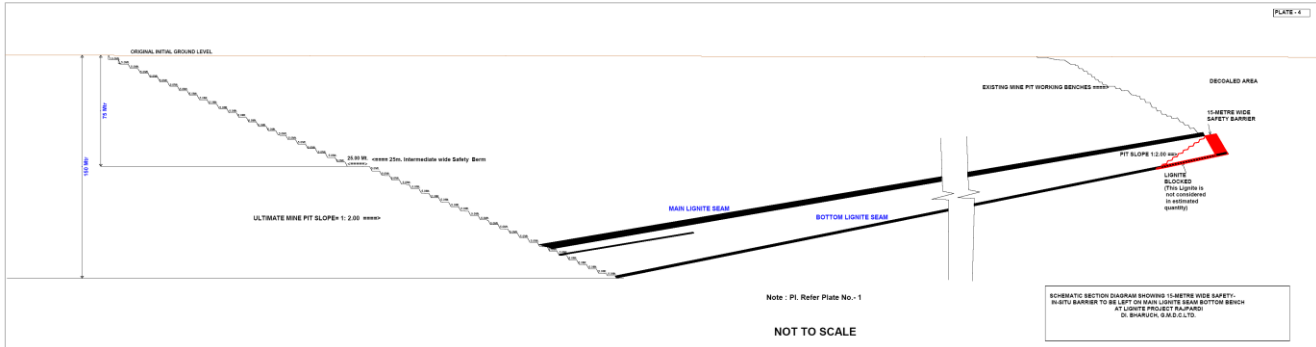
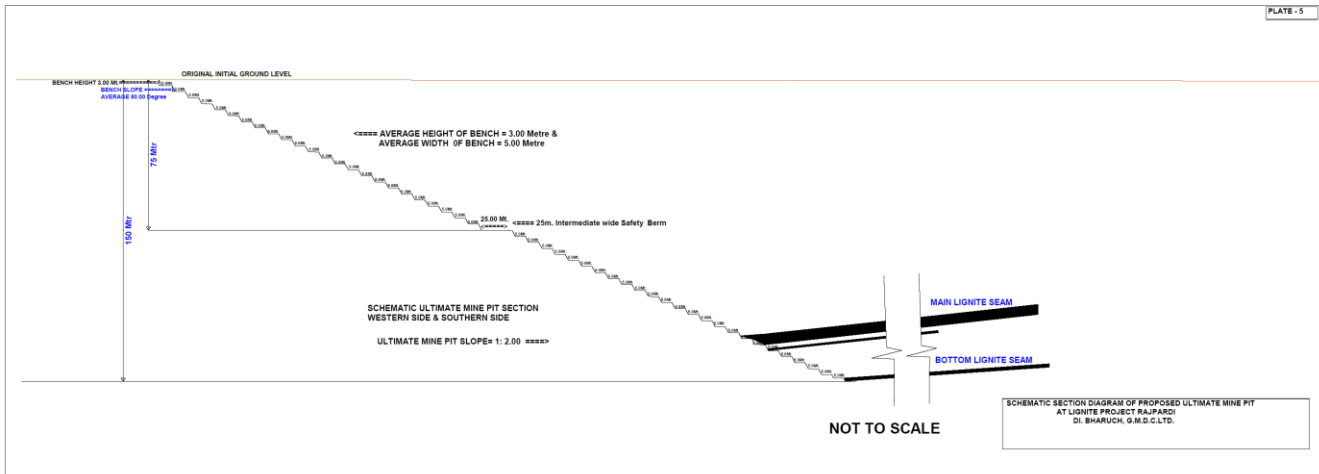


PLATE NO 5

PLATE - 5



PRICE BID FORM – AA
(To be submitted online)

Name of Work:

Name of Bidder:

Address:-

I.	Lignite Mining, Loading & Dispatch which includes excavation, transportation and unloading of OB/IB up to dump, dozing, spreading, leveling, dust suppression, road formation, monsoon preparation, excavation and loading of lignite in to consumer trucks/ dumper and related ancillary activities requires to be carried out under turnkey mining contract.			
S. No.	Description	Estimated Qty. for the contract period	Unit	Rate in Rs. per Unit
A	Work Component (Excluding Diesel):	79 Lac MT	MT	
S. No.	Description	Estimated Qty. for the contract period	Unit	Diesel Component per Unit
i	Diesel Component:	79 Lac MT	Litre per MT	
ii	Price of Diesel as on date of uploading of the Tender Document i.e. 19/08/2015	79 Lac MT	Rs per Litre	46.31
B (i X ii)	Diesel Component in Rs/MT			
Total Rate in Rs/MT(A + B)				

Rate includes all taxes except Service Tax.

Signature of bidder with seal

Dated: _____

PRICE BID FORM – BB
(To be submitted online)

Name of Work:
Name of Bidder:
Address:-

S. No	Description	Estimated Qty. for the contract period	Unit	Rate in Rs. per MT
i.	Combined Work of Lignite Transportation from Mines face to stack yard on the ground surface level. (appx. One way distance = 2.50 km) and Work of Re- Loading of Lignite and dispatch in to consumer truck from stack yard on the ground surface level.	10 Lac MT	MT	

Rate includes all taxes except Service Tax.

Signature of bidder with seal

Dated: _____

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.....20

To,
General Manger (Lignite Projects),
Gujarat Mineral Development GMDC.
132 Ft Ring Road,
Near University Ground
Vastrapur,
Ahmedabad.

Dear Sir,

In consideration of Gujarat Mineral Development GMDC (hereinafter called "GMDC") which expression shall unless repugnant to the subject of context include his successors and assigns having agreed to exempt M/s..... (herein after called "Bidder") from demand under the terms and conditions of "Technical Bid Document" (hereinafter called the said "Bidding Document") issued by the GMDC vide TenderNo._____ for the work_____

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

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

5. We _____ (Name of Bank) further agree with you that you have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bidding Document or to extend time of performance by the said Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by you against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said Bidding Document and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Bidder or for any forbearance act or omission on your part or any indulgence by you to the said Bidder or any such matter or thing whatsoever under the law relating to sureties would but for this provision have effect of so relieving us.

6. It shall not be necessary for GMDC to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which GMDC may have obtained from the Bidder at this time when proceeding are taken against Bank hereunder be outstanding or unrealized.

7. We _____ (Name of Bank) further undertake to unconditionally pay the amount claimed by GMDC merely on demand and without demur to the extent aforesaid.

8. We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of GMDC in writing and agree that any change in the constitution of GMDC or the Bidder or the said Bank shall not discharged our liability hereunder dated _____ day of _____ 20 . _____ for _____ (Name of Bank)

Yours faithfully

For.....

(Name of the Bank)