

Tender No. TRANS – 1 /15-16

Tender for transportation of lignite from Mata-no-madh and Umarsar mines and limestone from Panandhro lignite mines to

- 1) Akrimota Thermal Power Station, Chher (ATPS)
- 2) Stack Yard Kutch Lignite Thermal Power Station, Panandhro (KLTPS) and
- 3) Loading of Ash from ATPS Power Plant into the dumpers and its transportation back to the Mata-no-madh or Umarsar or Panandhro mines and its unloading as desired by GMDC.

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TENDER NOTICE

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Place of work	Lignite Project, Panandhro, Mata-no-madh and Umarsar Dist Kutch, Gujarat.
Quantity per annum	Estimated quantity of 26 Lac MT and can be enhanced upto 35 lacs MT depending upon the requirement of the power plant.
Period of contract	5 years and extendable further on mutually agreed terms and conditions
Estimated Contract Value	Rs. 225.00 Crore (Rupees Two Hundred twenty five crore only)
EMD	Rs. 1.125 Crore (Rupees One crore twelve lac fifty thousand only) <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 vide GR No. EMD/10/2014/570/DMO dated 01/04/2015 or➤ Fixed deposit (FD) issued in favour of GMDC only by the banks approved by Govt. of Gujarat vide GR No. EMD/10/2014/570/DMO dated 01/04/2015 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➤ Bank Guarantee, issued by banks approved by Govt. of Gujarat vide GR No. EMD/10/2014/570/DMO dated 01/04/2015 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. List of the banks approved by Govt. of Gujarat is as per Annexure- II.
Cost of tender Document /tender fee	Rs. 30,000 (Thirty Thousand) payables by Demand Draft in favour of GMDC Ltd. payable at Ahmedabad from bank approved by Govt. of Gujarat vide GR No. EMD/10/2014/570/DMO dated 01/04/2015.

Availability of Tender document	On web site www.gmdcltd.com , www.gmdc.nprocure.com , www.statetenders.com
Downloading of tender document from websites	From Dt. 08/01/2016
Last date of on line submission of technical and price bid	Dt. 27/01/2016 at 15:00Hrs. on www.nprocure.com only.
Submission of Tender fee , EMD and Supporting doc. for Technical bid	Dt. 27/01/2016 up to 15:00Hrs. at Corporate office, Ahmedabad.
Date and time for online opening and viewing of Technical bid	Dt. 27/01/2016 at 16:00 Hrs.
Pre-Bid Meeting	On 20/01/2016 at 16:00 Hrs. All the prospective and eligible Bidders are requested to attend the Pre-Bid Meeting on 20/01/2016 at 16:00 Hrs. at Corporate Office, GMDC, Ahmedabad (Gujarat). Maximum two members per Bidder may be allowed for the Pre-Bid meeting.

- 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 reserves the right 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 online in stipulated time due to any reason whatsoever by any bidders 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 to bidders without opening the same. GMDC reserves the right to take suitable decision as deemed fit.



General Manager (LP)
GUJARAT MINERAL DEVELOPMENT CORPORATION LTD.
(A Govt. of Gujarat Enterprise)
KHANIJ BHAVAN, 132' RING ROAD, UNIVERSITY GROUND
VASTRAPUR, AHMEDABAD 380 052
☎ 2791 0096 (D), EPABX : 27913501, 27913200 EXTN. 1703
FAX: (079) 2791 2195 E-mail : tech@gmdcltd.com

Application expressing interest by the Bidders:
[To be submitted on the printed letter head of the bidder
alongwith the cost of Tender Documents in form of DD]

Dated : ___/___/2015

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

Subject : **Tender No. TRANS -1 / 15-16** Contract for transportation of lignite from Mata-no-madh and Umarsar mines and limestone from Panandhro lignite mines to (1) Akrimota Thermal Power Station, Chher (2) at Stack Yard Kutch Lignite Thermal Power Station, Panandhro and (3) Loading of Ash from ATPS Power Plant into the dumpers and its transportation back to the Mata-no-madh or Umarsar or Panandhro mines and its unloading as desired by GMDC

Sir,

I/We am/are interested to participate in the above tender for the work of lignite and limestone transportation from your mines in Kutch to the power stations of ATPS and KLTPS by dumpers and unload it as well as Loading of Ash from ATPS Power Plant into the dumpers and its transportation back to the Mata-no-madh or Umarsar or Panandhro mines and its unloading as desired by GMDC.

I/We have experience in similar type of work and have adequate machinery. We have sound financial position to buy additional machinery if required to carry out the work to the entire satisfaction of the GMDC.

We also enclose herewith a crossed demand draft for Rs. 30,000/- (Rupees Thirty Thousand only towards the cost of the tender documents.

Thanking you,

Yours faithfully,

(Authorised signatory)

Chapter I

Brief Introduction:

1. **GMDC:**

Gujarat Mineral Development Corporation Limited (GMDC), a Government of Gujarat Enterprise, 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 Kutch, Jamnagar, Bharuch, Surat, Baroda and Banaskantha districts of the State. It is currently dealing in minerals like Bauxite, Fluorspar, Ball Clays, Silica sand, Manganese and Lignite. GMDC has set up a 250 MW lignite based Thermal Power Station at Nani Chher in Kutch. GMDC is also in the field of Wind Power, Solar Energy etc.

GMDC is operating Lignite mines at Panandhro, Umarsar and Mata no Madh in Kutch, Tadkeshwar in Surat, Rajpardi in Bharuch and Surkha North in Bhavnagar district.

2. **Location**

- (i) The Panandhro lignite mine lease area is located in villages Panandhro, Khanot and Fulra villages of Lakhpat Taluka in Kutch District of the State. The project is located about 15 kms from village Gaduli on the Bhuj - Narayan Sarovar State Highway. It is 22 kms from Dayapar, which is a small town nearby. The nearest Railway Station and Airport are at Bhuj, located 135 kms away from the lease area.
- (ii) Akrimota Thermal Power Project located at Village Chher Nani, Taluka Lakhpat, Dist. Kutch, Gujarat is about 30 KM away from Lignite mine, Panandhro working area.
- (iii) Stack-yard of KLTPS is in the mining Lease area of Panandhro mines, and is about 4 KM away from Lignite mine, Panandhro working area.
- (iv) Mata-no-madh Mines - The lignite mining lease area is located in villages Mata No Madh, Dedarani, Denma of Lakhpat Taluka and Lifri in Nakhatrana Taluka in Kutch District of the Gujarat State. The project is located about 80 kms from Bhuj on the Bhuj- Narayansarovar road. The nearest Railway Station and Airport is at Bhuj, located 80 kms away from the lease area.
- (v) Umarsar Mines - The lignite mining lease area is located at the village Umarsar, Pranpar, Guneri and Chhuger in Lakhpat Taluka in Kutch District of the State. The Taluka headquarter Dayapar is 10 kms away from Umarsar. The nearest Railway Station is Bhuj which is 140 Kms. The District head quarters Bhuj, located 140 kms away from the lease area. Nearest Airport is also at Bhuj.

3. Description of the Work:

GMDC proposes to award the contract –

- A. Work of Transportation & Unloading of lignite from Mata-No-Madh Mine face to Stack yard at ATPS and stack yard at KLTPS (Approximately 16 to 25 Lac MT).
- B. Work of Transportation & Unloading of lignite from Umarsar Mine face to Stack yard at ATPS and stack yard at KLTPS (Approximately 03 to 05 Lac MT).
- C. Work of Transportation & Unloading of limestone from Panandhro Mine to Stack yard at ATPS and stack yard at KLTPS.

The qty. of Limestone supplied during the last 2 year period to the power plants is as under:

ATPS = 0.084 Lac MT

KLTPS=0.162 Lac MT

- D. Loading of Ash from ATPS Power Plant into the dumpers and its transportation in return trip back to the Mata-no-madh or Umarsar or Panandhro mines and its unloading as desired by GMDC. The qty. of Ash loaded and transported from ATPS to Panandhro mine during the last 5 year period was about 9.36 Lac MT.

The Bidder shall be solely responsible for transporting minimum requirement of Lignite and Limestone as specified in schedule target from mines to Akrimota Thermal Power Station (ATPS), Chher and Stack yard of KLTPS-Panandhro as well as unloading of the same. The approximate shortest distance to be transported ranges as follows one side.

Sr. No.	Name of the mines	ATPS - Distance in Km (one side)	KLTPS - Distance in Km (one side)
1	Panandhro	30	4
2	Mata-no-madh	69	41
3	Umarsar	36	31

Payment for the quantity transported will be made to the contractor based on the actual quantity being weighed at GMDC's weighbridge at the time of dispatch from the mines. Loading of the lignite and limestone from the in-situ lignite bench into the contractor's dumpers will be carried out by GMDC's existing mining contractors. Transportation of lignite and limestone from Mata-no-madh, Umarsar and Panandhro mines shall be at the sole discretion of GMDC only.

4. Current Status:-

These lignite mines are in operation and its production. The production capacity of Mata-no-madh is 24.00 Lac MTPA and GMDC has applied to the concerned department for enhancement of production capacity from 24 to 48 lac MTPA, which is under approval. Production capacity for Umarsar lignite mine is 10.00 Lac MTPA.

Chapter II

INSTRUCTIONS to the BIDDERS:

1. The bidders are advised to read the instruction, evaluation norms and other terms and conditions described in these documents under different Chapters carefully before making its offer. In case of any doubt they may seek clarification from General Manager (LP) available at Corporation's head office at Ahmedabad.

2. **Site visit:**

The bidders are advised to visit the site to see & study the actual working conditions, before submitting its offer. The bidder is requested to get a certificate from the project authority at Mata-no-madh, Umarsar and Panandhro mines to the effect that they have visited the site and studied the actual conditions of working. **A copy of such certificate is required to be enclosed in sealed technical bid cover failing which the offer is liable to be rejected.**

GMDC has its Project office at Mata-no-madh - Shri H K Joshi, GM (Project) and Umarsar and Panandhro mine-site Shri A K Garg are GM (Project) can be contacted. They will be available for necessary guidance and clarification of doubts during office hours (except on Sundays and holidays) between 8.00 am to 5.00 pm to provide necessary information. Their contact nos. are:

Shri H K Joshi	-	97277 92766
Shri A K Garg	-	97277 92739

The bidders are also advised to visit the ATPS / KLTPS stack yards where the lignite / limestone to be delivered. The bidder is requested to get a certificate from the competent authorities at ATPS / KLTPS to the effect that they have visited the plants and studied the actual conditions of stack yards at both the destinations. A copy of such certificate is required to be enclosed in sealed technical bid cover failing which the offer is liable to be rejected. The persons to be contacted at site for any query are as under :

Shri A K Garg (ATPS)	-	97277 92739
Shri Ankleshwaria I/c. Chief Engineer (KLTPS)	-	99252 12864

3. **INSTRUCTION TO BIDDERS FOR ONLINE TENDERING**

- a) Tender documents are available only in electronic format which Bidders can download free of cost from the website www.gmdcltd.com and <https://www.gmdc.nprocure.com>.
- b) **All bids (technical and price bid) should be submitted online through the website <https://www.gmdc.nprocure.com> only. No physical submission of price bid & Technical bid will be entertained as it should be furnished on-line only. Also no fax, e-mail, letters will be entertained for the same.**
- c) Following should be submitted 'off-line' in sealed covers separately at our Corporate Office, Ahmedabad.

[1] Document Fee, [2] E.M.D. covers [3] Supporting Documents for Technical Bid.

- d) 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.
- e) 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@gnvc.net
- f) Kindly take note that, valid Digital Signature Certificates is must for all the interested bidders. Online tendering process is not possible without valid digital signature certificate.
- g) 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.
- h) (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.
- i) All the bidders who have no facility to participate in on-line tenders are requested to contact (n) code solutions for the same.
- j) 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., Bidders are requested to take benefit of the same (Advance Confirmation to (n) code is requested).
- k) 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.
- l) The technical bid cover should contain an affidavit in original in the prescribed Performa as given in tender document, duly sworn before a Magistrate/Notary Public to the effect that all the supporting documents submitted with the tender is genuine and correct. If it is found at any point of time that the said documents were not genuine then in that event the tender will be rejected or contract will be terminated, earnest money will be forfeited and the tenderer may be debarred from participating in further/future tender of GMDC.

4 Rate to be quoted for work

- a). The Bidder has to quote rates for transportation of lignite and limestone from mines to ATPS and KLTPS stack yards and loading of ash and its transportation from ATPS power plant in return trip to Mata-no-madh or Umarsar or Panandhro mines situated at variable distances in Km (one side) as per annexure (Form AA) in **Rs. per MT (one side)**.
- b). For tender evaluation, total amount for the different works shall be determined as per example given under:

Item No.	Contract for lignite transportation from mines to stack yards situated at the power plant of KLTPS and ATPS by dumpers and it's unloading.	Indicative Qty. in Lac MT	Rate Quoted by Bidder (Rs./MT)		Amount in Lac Rs.	
			Bidder-A	Bidder-B	Bidder-A	Bidder-B
A	Contract for lignite transportation from mines to stack yards situated at variable distances by dumpers and unload it at various stack yards					
1	Mata-no-madh mines to ATPS (one side)	5.00	24.50	25.00	122.50	125.00
2	Mata-no-madh mines to KLTPS (one side)	19.00	31.80	31.50	604.20	598.50
3	Umarsar mines to ATPS (one side)	6.00	11.00	11.50	66.00	69.00
4	Umarsar mines to KLTPS (one side)	0.00	4.30	4.00	0.00	0.00
B	Ash loading & transportation					
	ATPS power plant to Mata-no-madh mine (one side)	0.80	15.50	15.80	12.40	12.64
	ATPS power plant to Panandhro mine (one side)	1.00	6.13	6.00	6.13	6.0
	ATPS power plant to Umarsar mine (one side)	0.20	7.00	6.50	1.40	1.30
	Total				812.63	812.44
	Bidder Position				L2	L1
	LIMESTONE TRANSPORTATION					
A	Panandhro mines to ATPS (one side)					
B	Panandhro mines to KLTPS (one side)					

Rate quoted for the work of transportation of limestone shall not be considered for evaluation of the bid.

In case of same amount quoted by more than one bidder for the works, the bidder who quoted the lowest rate for transportation of lignite from Mata No Madh to ATPS & KLTPS will be considered as lowest bidder.

Even after that, In case of rate quoted for transportation of lignite from Mata No Madh to ATPS & KLTPS are same by the bidders, the bidder who quoted the lowest rate for ash transportation to Mata No Madh mine will be considered as lowest bidder

- c) The bidder is required to quote the rate strictly as per the terms and conditions mentioned in the tender documents. **The conditional tender will not be entertained and will be rejected.** The rate quoted should be inclusive of all items.

5. ACCEPTANCE OF LOI:

If the contractor does not accept the Letter of Intent issued by GMDC within one week of its receipt, the amount of the EMD paid by contractor will be forfeited.

6. COMMENCEMENT OF WORK :

The contractor will have to start the work within 10 (ten) days from the date of acceptance of the Letter of Intent or letter issued by GMDC to start the work whichever is later, by deploying adequate nos. of Dumpers required to carry out the work. If a contractor fails to start the work within stipulated time period, a liquidated damage @ Rs. 25,000/- per day shall be leviable, for a maximum period of 15 days. If the contractor still fails to start work even after 15 days, the contract will be terminated and SD deposited by the Contractor will be forfeited.

7. CONTRACT AGREEMENT:

The contractor will have to enter into an agreement within 30 (thirty) days from the date of acceptance of LOI, with GMDC on appropriate Stamp Paper (to be provided by the Contractor) in token of acceptance of the terms and conditions of the contract. In case of failure, the contract is liable to be terminated and the Security deposit may be forfeited.

Contractor will be required to execute the agreement with GMDC for –

- a) Transportation & Unloading of lignite from Mata-No-Madh Mine face to Stack yard at ATPS.
- b) Transportation & Unloading of lignite from Umarsar Mine face to Stack yard at ATPS.
- c) Work of Transportation & Unloading of limestone from Panandhro Mine to Stack yard at ATPS and
- d) Loading of Ash from ATPS Power Plant into the dumpers and its transportation in return trip back to the Mata-no-madh or Umarsar or Panandhro mines and its unloading as desired by GMDC.

Contractor will be required to execute the agreement with KLTPS for –

- a) Transportation & Unloading of lignite from Mata-No-Madh Mine face to Stack yard at KLTPS.
- b) Transportation & Unloading of lignite from Umarsar Mine face to Stack yard at KLTPS.

- c) Work of Transportation & Unloading of limestone from Panandhro Mine to Stack yard at KLTPS.

Payment for transportation of lignite, limestone and ash will be given by GMDC as well as KLTPS separately for the quantities being transported by the contractor.

8. GENERAL:

- a) GMDC will not be responsible for any postal delay whatsoever.
- b) 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.
- c) In the event of space being insufficient for furnishing required information, additional sheets may be used and signed.
- d) Canvassing in any form may lead to rejection of the offer.
- e) GMDC may alter, amend, modify or relax any condition or criteria during the process of finalization without assigning any reason thereof.

9. CORRIGENDUM:

Some times issue of corrigendum may be necessary to clarify doubts raised or to make some corrections. All such corrigendum shall be displayed on web site www.gmdcltd.com and <https://gmdc.nprocure.com> only. The bidders are therefore advised to refer to these sites from time to time to keep them updated till the submission of the bid.

Chapter III

Criteria for Evaluation of Technical Bids

1. The intending bidder must have in its name as a prime bidder experience of having successfully executed works of Transportation of any mineral or material with annual average quantity of 15.00 lac MT in last three years i.e. 2012-13, 2013-14 and 2014-15.
2. **Financial Criteria**
 - A. Bidders must have a Minimum Net Worth of **Rs. 11.25 Crore** as on **31/03/2015**.
 - B. Bidders must have a Minimum Average Turn Over of **Rs. 45 Crore** for financial year of **2012-13, 2013- 14 and 2014-15**.
 - C. Bidders must have a Minimum Working capital of **Rs. 9.00 Crore** as on **31/3/2015**.
3. Ownership of a fleet of minimum 50 Nos. Dumpers having 17T capacity and more as well as 1 No. of excavator/loader.
4. **CONSORTIUM / JOINT VENTURE:**
 - a) 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.
 - b) **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.
 - c) 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.
 - d) 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-III of the Tender Document must be met by the Lead Partner only.
 - B. **Qualification criteria regarding Financial, Ownership of Machinery** mentioned in Chapter No. III of the Tender Document must be met by the Bidding Consortium/ Joint Venture Company collectively.
 - e) 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.
 - f) Joint Venture Agreement should legally bind all partners jointly and severally.
 - g) 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.

- h) 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.
 - i) 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.
 - j) The contract agreement should be signed jointly by each Joint Venture Partners.
 - k) 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.
 - l) 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 a individual Bidder.
 - E. If any member of the Joint Venture/ Consortium debarred by Government companies from participation in contracts/ bids/ tenders.
5. The bidders shall furnish necessary documentary evidences such as Order Copies, Performance Certificates, Balance Sheet, Organisation details, list of dumpers and excavators **duly attested**.
6. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:
- i. made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
 - ii. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.
- 7. ACCEPTANCE OF GENERAL TERMS AND CONDITIONS:**
- The bidder should unconditionally accept all the terms and conditions of the contract by signing on each page of the technical bid document of the tender including annexure.

8. EARNEST MONEY DEPOSIT

The bidder should enclose a crossed demand draft or BG worth Rs. 1.125 Crore (Rupees One Crore twelve lacs fifty thousand only), drawn in favour of GMDC Ltd., payable at Ahmedabad from any Bank approved by Govt. of Gujarat vide GR No. EMD/10/2014/570/DMO dated 01/04/2015 along with the technical bid in the cover so super-scribed. In absence of the DD or BG for EMD or inadequate amount of EMD, the offer will be summarily rejected and no claim shall be entertained on such rejected tenders. Unsuccessful bidders will be refunded the EMD amount after selection of the contractor by GMDC. The amount of EMD of Contractor shall be adjusted against remittance of Security Deposit. Mere cheque will not be accepted for EMD.

9. DECLARATION

The bidder should give a declaration along with the technical bid that it has not enclosed any conditional offer.

10. BLACK-LISTING OF THE BIDDER:

The Bidder or its directors should have not been black listed by any Government Organization, nor should any litigation be pending against any of them. The bidder will submit declaration to this effect along with the technical bid. 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.

11. SITE VISIT CERTIFICATE:

The bidders are advised to visit the sites to see & study the actual working conditions of Mata-no-madh, Umarsar and Panandhro mines as well as power plants of ATPS and KLTPS, before submitting its offer. The bidder is requested to get a certificate from the project authority to the effect that it has visited the site and studied the actual conditions of working. **A copy of such certificate is required to be enclosed in sealed technical bid cover failing which the offer is liable to be rejected.**

CHAPTER - IV

TERMS AND CONDITIONS OF THE TENDER

Gujarat Mineral Development Corporation Ltd., (herein after referred to as GMDC) proposes Contract for transportation of lignite from Mata-no-madh and Umarsar lignite mines and limestone from Panandhro mines to the site of ATPS and KLTPS by dumpers and unload it. Contract also include the loading of Ash from ATPS power plant into the dumpers and its transportation back to the Mata-no-madh, Umarsar or Panandhro mines and its unloading.

1. SCOPE OF WORK

- (a) The work involves lignite transportation either from Mata-no-madh or Umarsar mines and limestone from Panandhro mines to the site of ATPS and KLTPS as per the requirement of the power plant.
- (b) The work of lignite and limestone transportation from mines to the site of ATPS and KLTPS by deploying 17 MT or higher carrying capacity dumpers/trucks. The work of loading of lignite and limestone from mines will be done by GMDC or GMDC contractor.
- (c) Loading of Ash from ATPS Power plant into the dumpers and its transportation back to the Mata-no-madh or Umarsar or Panandhro mines and its unloading as per the requirement of GMDC.
- (d) Contractor has to make necessary arrangement for installation of GPS system in the dumpers /truck to be used for transportation of lignite, limestone and ash. No truck / dumpers will be allowed for transportation without installation of GPS system.

2. SUBLETTING OF THE WORK

The Bidder shall not directly or indirectly transfer / assign/ sublet the work or any part thereof to any other Bidder/ agency.

3. DURATION AND QUANTITY OF WORK

- (a) The period of the contract will be 5 year (60 months) from the date of commencement of the work. The likely quantity of lignite and limestone to be transported by the Contractor is 26 Lac MT per year and approx. 15,000 MT per year respectively and can be enhanced to 35 lac MT per year and 20,000 MT per year depending upon the requirement by both the power plants. Contract period can be extended mutually. Monthly and yearly quantities of lignite and limestone to be transported to the stack yard at the ATPS and KLTPS may vary as per actual requirement of both the power plants.
- (b) The monthly schedule for each power plant shall be provided by the General Manager Project / Incharge of both the plants. The monthly quantity may vary as per the requirement of lignite by both the power plants and accordingly the contractor has to arrange the number of dumpers/trucks.

- (c) The quantities mentioned above will be indicative quantities only. The Contractor will normally be allowed variation upto +10% in quantities. However, in case of less requirement of lignite and limestone by both the power plant, GMDC will not pay any compensation towards less transportation.
- (d) Due to less transport on account of force majeure, natural calamities, rains, strike or reasons beyond GMDC's control will not be compensated.

4. RATES:

- (a) The bidder shall quote firm rate in Rs. per MT exclusive Service Tax for lignite and limestone transportation for mines to the power plants (one side) and its unloading at the stackyard. The quantity will be determined as per GMDC's weighbridge report or ATP's weighbridge or KLTPS weighbridge for the calculation of payment and that will be considered final for payment. Payment for the quantity will be made to the bidder based on the actual quantity being weighed at GMDC as well as KLTPS weighbridges based on following.

Variation in measurement of the quantity of lignite and limestone at the Mine site as well as at power plant sites weighbridges should not be more than **0.23 %**. The total quantity shall be computed every month. If the difference in the measurement between mine site and power plant site is more than **0.23 %**, the contractor will be paid for the lower quantity being measured and the amount of the differential quantity of lignite and limestone above 0.23 %, will be recovered from the contractor's RA bill for that month as per prevailing rate of lignite and limestone of GMDC.

Loading of lignite from mines into the contractor's dumpers/trucks will be arranged by GMDC or GMDC's contractor.

Item No.	Contract for lignite transportation from mines to stack yards situated at the power plant of KLTPS and ATPS by dumpers and its unloading.	Rate in Rs. Per MT exclusive Service Tax
1	Mata-no-madh mine to ATPS (one side)	
2	Mata-no-madh mine to KLTPS (one side)	
3	Umarsar mine to ATPS (one side)	
4	Umarsar mine to KLTPS (one side)	
	LIMESTONE TRANSPORTATION	
5	Panandhro mine to ATPS (one side)	
6	Panandhro mine to KLTPS (one side)	
	ASH LOADING & TRANSPORTATION	
7	ATPS power plant to Mata-no-madh mine (one side)	
8	ATPS power plant to Panandhro mine (one side)	
9	ATPS power plant to Umarsar mine (one side)	

- (b) Rate quoted shall remain valid for 180 days from the date of opening of the technical bid, which shall have to be extended unconditionally for further maximum of period 60 days, as deem fit by GMDC.

- (c) Rate quoted by the contractor will be inclusive of all taxes and duties as applicable from time to time except service tax. If service tax is applicable, the same shall be reimbursed to the contractor on actual being submitted / remitted to the concerned department against submission of proof clearly mentioning the name of work and respective RA Bill.
- (d) The rate to be paid by GMDC shall be firm as agreed by the contractor and shall be valid for the entire currency of the contract. No escalation in the rates will be allowed on any account except price variation in diesel.
- (e) 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. 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.
- (f) **The rates shall be quoted online only. Rate submitted in physical format shall not be accepted and the offer of the bidder may out rightly rejected.**

5. DIESEL SUPPLY

- a) 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.
- b) For the above purposes the landed diesel price at the nearest outlet as on the date of opening of the technical bid of this tender will be taken as base price and will be frozen for the entire currency of the contract. The contractor should consider this price for computing their tender rate for each item/work separately. The variation in diesel rate will be in respect of this base price for each item/work.
- c) The escalation in rate will be calculated on every revision in landed price of diesel at nearest outlet which is considered as bench mark and its effect will be passed on to the contractor with effect from the date of such a change / revision. The contractor shall submit the copies of invoices of diesel purchased during the period along with the monthly RA bills and GMDC at any time may require original copies of such invoices for verification while considering escalation in rate.
- d) To carry out the work described in scope of work, the 45% of initial contract rate shall be treated as diesel component for lignite and limestone transportation from mines to stack yards situated at ATPS and KLTPS power plant by dumpers and its unloading as well as ash transportation from ATPS power plant to Mata-no-madh or Umarsar or Panandhro mine. 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 shall be increase / decrease on pro rata basis as per the following formula. No escalation on any other account will be paid or considered by GMDC.

Formula

$$\text{NER} = \text{IER} \{(0.45 \times \text{NDR} / \text{FDR}) + 0.55\}$$

Where NER = New Rate in Rs. per MT
 IER = Initial Rate in Rs. per MT
 NDR = New diesel price in Rs. Per liter
 FDR = Frozen diesel price in Rs. Per liter.

6. EARNEST MONEY DEPOSIT:

- (a) A non-interest bearing Earnest Money Deposit of Rs. 1.125 Crore (Rupees One Crore twelve lacs fifty thousand only) shall be paid along with the tender, enclosed with Technical Bid documents in seal cover superscribed "TECHNICAL BID", in form of Crossed Demand Draft or BG in favour of GMDC Ltd. payable at Ahmedabad from any bank approved by Govt. of Gujarat vide GR No. EMD/10/2014/570/DMO dated 01/04/2015. Any tender submitted without Earnest Money shall be summarily rejected and no claim shall be entertained on such rejected tenders.
- (b) The unsuccessful bidders will be refunded the EMD amount by way of crossed cheque within 15 days of finalization of the bids.
- (c) The EMD of the contractor 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. 7.

7. SECURITY DEPOSIT

- (a) The contractor shall pay security deposit (SD) @ 5% of the total contract value in the following manner.
 - i. 2.5% of the total contract value (including EMD) before the commencement of the contract work in form of a Crossed Demand Draft in favour of GMDC Ltd. payable at Ahmedabad or a Bank Guarantee, from any bank approved by Govt. of Gujarat vide GR No. EMD/10/2014/570/DMO dated 01/04/2015 in the form and manner acceptable to the GMDC. The validity of BG should be for 5 year and 3 months from the date of issue.
 - ii. The balance 2.5 % amount of the Security Deposit will be recovered from Contractor's Running Account Bills by deducting it at a rate of 5% of gross amount of RA bill and built up till the full amount of SD is realised.
- (b) However, if the amount of the total work done exceeds the total contract value, deduction against SD will be continued @ 5% of the bill amount, till the currency of the contract period / extended period, to match with the value of excess quantity.
- (c) Security deposit shall not bear any interest.

- d) It shall be refunded to the Contractor, within a period of three months after satisfactory completion of the work and the due fulfillment of all the terms and conditions of the contract and settlement of account. The Contractor shall obtain a certificate to this effect from the General Manager [Project] / Project-in-Charge and shall submit the same to the General Manager [LP] at HO, who after verification of the fact will arrange for refund of SD.
- e) The SD deposited by the Contractor will be forfeited if the contractor fails to mobilise its machinery and manpower to start the work within 10 days of acceptance of LOI by the Contractor or letter from GMDC to start the work whichever is later.
- f) GMDC reserves the right to recover the charges or the liquidated damage from the Security Deposit in the following circumstances-
 - i. If the contractor or its employees causes any damage or destroy any property belonging to GMDC.
 - ii. The shortfall amount of all compensations, liquidated damages and other amount 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.

8. RUNNING ACCOUNT BILLS.

- a) The Contractor shall submit monthly Running account bills for the work executed during the period within 7 days of the completion of the month.
- (b) Monthly Running Account Bill shall be submitted to the office of the Mines manager with following documents:
 - i. Weighment sheets of GMDC weigh bridges at mines as well as ATPS and KLTPS weighbridges and copy of Challan issued and certified by GMDC for each items/works separately for lignite and limestone transportation from mines to stack yards situated at ATPS and KLTPS power plant by dumpers and its unloading.
 - ii. Copies of Muster Roll and Payment Sheets showing amount of PF deducted from salaries of the labour and employees, amount of contribution of the Contractor.
 - iii. Copy of the challans for the amount deposited in RPFM for the previous month.

9. MODE OF PAYMENT:

The Running Account bills, submitted at the office of Mines Manager will be processed there considering following deductions.

- a) Income tax as per provision of Income Tax Act, and other Taxes (and sur-charges) applicable in force from time to time
- b) Security Deposit @ 5% of the gross amount of the RA bill as per clause No. 6.

- c) Liquidated damages leviable as per clause No.10.
- d) Other deductions, if any.

An adhoc payment @ 80% of the net payable amount arrived after considering these deduction, will be paid by office of the G.M. [Project], within 7 days of submission of the bill.

Balance 20% amount of Running account bills shall become payable by Project Office, after approval from Head office within 20 days of the date of the receipt of the bill at Head Office, after verification and deduction of adhoc payment made by the project.

10. **MEASUREMENTS**

- a) Final weighment of all trucks at the time of lignite and limestone dispatch from the mines as well as power plant site shall be taken and recorded by computer with appropriate dedicated software at GMDC's, ATPS as well as KLTPS's weighbridges. The net weight of lignite and limestone carried by the trucks shall be computed through the software and based on such computer reports; monthly lignite as well limestone dispatched in MT and transported at the stack yards will be considered. Payment for the quantity will be made to the contractor based on the actual quantity being weighed at GMDC as well as KLTPS weighbridges based on following.

Variation in measurement of the quantity of lignite and limestone at the Mine site as well as at power plant sites weighbridges should not be more than 0.23 %. The total quantity shall be computed every month. If the difference in the measurement between mine site and power plant site is more than 0.23 %, the contractor will be paid for the lower quantity being measured and the amount of the differential quantity of lignite and limestone above the allowed 0.23 %, will be recovered from the contractor's RA bill for that month as per prevailing rate of lignite and limestone of GMDC.

- b) An authorized representative of the contractor may remain present at each of the weighbridges for recording, verification and certification of the weighment.
- c) The measurement, weighment and computations provided by GMDC shall be final and binding to the contractor.
- d) The payment to the contractor shall be based on the lignite dispatch only. Payment for the lignite transportation and stacking the lignite at various stack yards shall be also made on lignite dispatch and after lignite dispatch only.

11. **LIQUIDATED DAMAGES (L.D.)**

- a) If the Contractor fails to mobilise the trucks/dumpers and manpower to commence the work within 10 days of acceptance of LOI or letter from GMDC to start the work whichever is later, as required under Chapter-2, clause No.6, a liquidated damages @ Rs. 25,000/- per day shall be leviable, for a maximum period of 15 days. If the contractor fails to start work even after 15 days, the contract will be terminated and SD deposited by the Contractor will be forfeited.

- b) The Liquidated damages shall be leviable after end of every month on the shortfall quantity in the target quantity of lignite and limestone transportation to the stack yards of ATPS and KLTPS at the following rates:

Shortfall	Rate for Liquidated damages for shortfall quantity
Up to 5% of the monthly target	Nil
More than 5% up to 15% of the monthly target.	10% of the contract rate per Tonne.
More than 15% of the monthly target	15% of the contract rate per Tonne

The monthly schedule for lignite and limestone transportation to stack yards of ATPS and KLTPS shall be provided by the Project Office.

- c) However, shortfall/excess in the annual targeted quantities shall be reviewed at the end of every year and if the contractor meets the annual targets, the liquidated damages deducted during the year will be adjusted in each RA Bill for the month of March for that Financial year.
- d) If due to any reasons attributable to GMDC, no liquidated damages will be levied. Such quantities shall be set off against annual shortfall, if any, as compensation to the contractor.
- e) GMDC reserves the right to terminate the contract and get the balance work completed at the cost and risk of contractor if cumulative shortfall is found more than 20% for three consecutive months/ RA bill period.

12. QUALITY OF LIGNITE

Contractor shall also ensure that no other material is loaded along with the lignite and limestone into the dumpers while loading from the mines and if such material is noticed, it will arrange for picking out of all such material from the dumpers. It should be clearly understood that prime object of loading and transportation of Lignite and limestone is to feed it to the power plant of ATPS and KLTPS. Consistency in quality and quantity on day to day basis in transportation of lignite and limestone from mines to the stack yards of ATPS and KLTPS are to be ensured by the contractor.

In case it is found at any time that material other than lignite is loaded, the same shall not be included in measurement for payment.

13. NON FULFILMENT OF TERMS & CONDITION AND TERMINATION OF THE CONTRACT.

- a) 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.

- b) 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 .
- c) For any reasons, if it is required, 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 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.

14. COMPLIANCE OF STATUTES

The CONTRACTOR will strictly conform to all the laws governing employment, payment, Safety and welfare of the labour and staff and provision of Minimum Wages Act, PF/ Gratuity Act, the Workmen's Compensation Act, Contract labour (Abolition and Regulation) Act, The Coal Mine Regulations 1957, the Mines Act 1952, Industrial Dispute Act, Bonus Act and all relevant rules, by-laws and other Statutory provisions as ones existing now or as may be introduced later as well as those orders of Govt. of India or State applicable to GMDC and the Rules and Regulations framed under the said Acts. If any amount becomes payable by GMDC as a result of any claim or application in terms of the provisions of the said Acts and the Rules and Regulations, By-laws or the Orders made there under, such amounts shall be recoverable from the contractor . Any consequences arising out of non-compliance of Safety Provisions will be at the contractor's sole risk and cost. The contractor will maintain all the statutory registers under the above Acts and Regulations and will submit the same on demand by the Mines Manager / General Manager (Project). Driver / Dumper operators have to undergo Mines Vocational training under VT Rules & Medical examination under Mines Rules.

15. GENERAL CONDITONS

(A) SPECIAL TERMS & CONDITIONS

- a. The contractor before starting the work shall furnish to the General Manager/Project Officer the list of trucks/dumpers proposed to be deployed for the work, with the related papers of registration, fitness certificate, permits, licenses, insurance, name of the driver along with driving licenses etc. for inspection. No dumpers/trucks shall be deployed for the work without the approval of the General Manager (P).
- b. The dumpers/trucks deployed for the work shall not be diverted to any other project without the approval of the General Manager (P).
- c. The contractor shall deploy adequate number and capacity of dumpers/trucks for the satisfactory execution of the work.

- d. Only dumpers/trucks shall be deployed or permitted for the work of lignite and limestone transportation.
- e. Trucks/dumpers in good and safe condition having valid fitness certificate permits/licenses etc. and in respect of which the required taxes/ fees have been deposited and which are properly covered by insurance, shall be deployed for the work. GMDC shall have the right to inspect or arrange inspection of the vehicles/equipments deployed by the contractor for the work at any time and declare any vehicle/equipment unsafe and ask for its immediate withdrawal from the site/operation. The contractor shall ensure prompt/ immediate compliance of the same. Unsafe dumpers will be stopped immediately and will not be allowed unless found safer and certified by GMDC engineer for its road worthiness.
- f. The contractor shall at his own cost, arrange for regular checking / maintenance / repair of the trucks/dumpers and keep them in good and safe conditions at all times. Proper records of such checking/maintenance/repair shall be maintained in a Log Book kept on the vehicle for the purpose, which shall be readily available for inspection whenever required.
- g. Only experience, skilled and disciplined drivers of sound health, good behavior and antecedents having valid and requisite driving license shall be deployed by the contractor or driving the trucks/dumpers deployed for the work. In no case any un-authorized driving of the trucks/dumpers shall be permitted by the contractor.
- h. The tare-weight, gross weight, maximum carrying capacity of the trucks/dumpers and the dimensions of the body of the trucks /dumpers shall be clearly indicated on the body of each trucks/dumpers deployed for the work and maintained in good legible condition, at all times.
- i. No addition or alteration to the size of the body or any such trucks /dumpers shall be carried out. The trucks/dumpers which are engaged for transportation of lignite and limestone from mine and which are to pass over public road should be covered effectively to prevent spillage of lignite on the road right from mines premises only.

The trucks/dumpers shall be loaded only up to the maximum carrying capacity and shall not be overloaded under any circumstances.

- j. The contractor shall bring/take back and arrange for the transportation of the trucks//dumpers /men and materials required for the work at his own cost. The manpower transportation in the mine premises will not be allowed by the two wheelers.
- k. Contractor's trucks/dumpers should ply only on specified routes/roads in mine In case of violation of this provision liquidated damages may be imposed on the contractor and/or the contract will be terminated.
- l. The contractor shall not have any claim whatsoever for the idleness of his trucks/dumpers for any reason attributed to GMDC and/or for any other reason.
- m. The contractor shall at his own cost arrange for all materials, stores, spares, tools, tackles etc. and maintenance/repairs of the trucks/dumpers deployed for the work. The GMDC shall have no liability whatsoever on this account.

- n. The contractor shall maintain proper records in Gujarati / English / Hindi of the trucks/equipments persons, etc. deployed for the work, work done, of the employees, payment to the employees etc, and the GMDC shall have the right of access to and inspection of these records or to call for any or all these records or ask the contractor to submit such reports as it considers necessary and the contractor shall be bound to comply with such instructions.
- o. GMDC shall have no responsibility/liability whatsoever for any accident/damage to the contractor's vehicle/equipments in transit or while engaged in the work.
- p. The contractor shall familiarize himself and fully comply with the provisions of all the Acts/Rules/Regulations/Bye-laws and orders of the Local authority/ Municipality/State Govt./Central Govt. applicable to the worker. Mines Act. Payment of Wages Act, Motor Vehicle Act, Workmen's Compensation Act, etc. and shall be fully responsible and liable for due observance of the same. GMDC shall have no responsibility/liability whatsoever on these accounts and the contractor shall fully indemnify the GMDC against any claim/dispute/reference Award, etc, arising out of the same.
- q. If the GMDC suffers any loss on account of suspension of production or idleness of its equipments/ employees or on any other account or damage to its property, due to any failure on the part of the contractor or due to any act of omissions or commission on the part of his representative/ employees or from the trucks, equipments of the contractor, the value of the same as assessed by the GMDC, shall be recovered from the contractor's bill/security deposit. The decision of the GMDC in this regard shall be final and binding on the contractor.
- r. The Contractor shall post adequate number of competent, experienced, skilled and disciplined persons having good antecedents for satisfactory execution of the work. A list of all such persons shall be kept in the office of the contractor and a copy of the same shall be furnished to the General Manager (Project) as and when required. All this person shall be in the direct employment and under direct administrative control of the contractor and the GMDC shall have no responsibility/liability whatsoever in this regard.
- s. The contractor shall issue an identity card/employment card to each employee with Photograph duly attested by him which the employee shall always carry with him, while on work and produce for inspection whenever required. No person will be allowed to work in the mine without identity card.
- t. The contractor shall not engage any person of less than 18 years of age or females during night hours as required by relevant law. As the dumper operator will be a competent person, his age shall not be less than 20 years.
- u. The contractor shall pay to his employee's salary and wages as per Law and applicable to the workmen of the mine where he is working under this contract.
- v. The contractor shall make payment to his employees at the place(s) specified by the General Manager (Project) or and in the presence of GMDC's representative authorized by General Manager/Project Officer who shall duly witness all payments by the contractor to his employees. For the purpose the contractor shall notify to the General Manager (Project) the wage period (s) day/date and time of payment.

- w. The contractor shall prepare the wages sheet for his employees in duplicate, a copy of which shall be regularly submitted to the Project Officer.
- x. The contractor shall make timely payment of all salary/wages/dues to his employees shall also provide all benefits to his employees as per various Acts/Rules, Regulations, Orders applicable to the work e.g. bonus under Payment of Bonus Act. Sunday Wages, Overtime, Holiday Wages, Leave Wages, Sick Leave etc.
- y. The contractor shall also comply with the provisions of the Lignite / Coal Mines Provident Fund Scheme and regularly deposit the contributions in accordance with the same. The GMDC shall have no liability whatsoever in the regard.
- z. The responsibility of the contractor in respect of all payments to his employees will be complete and absolute. The GMDC shall have no liability whatsoever in this regard and shall be fully indemnified by the Contractor against any claim arising out of any non-payment/short-payment/dispute/ award.
- aa. The contractor shall arrange for the training of his employees on accordance with the Mines Vocational Training Rules, 1966 as amended from time to time at his own cost. The charges applicable for imparting Vocational Training to contractor's employees at GVTC Centre of Panandhro shall be borne by the contractor. The changes, if any, in the charges of the VT made in future, will also remain applicable to the contractor. No person will be allowed to work inside the mine without valid VT certificate.
- bb. In case any accident occurs or any injury is caused to any employee of the GMDC by the vehicles/ equipments of the contractor s or by any act of omission/commission on the part of the contractor's representative/employees, the compensation for the same, as provided in law or as assessed by the GMDC shall be recovered from the contractor's bill/security deposit along with the costs and expenses incurred by the GMDC on the same.
- cc. The contractor shall provide foot-wears, helmets and other protective equipments, to the employees as provided in the law, at his own cost. In case of failure on the part of the contractor to provide these protective equipments, the GMDC may provide the same to the employees at the cost of contractor.
- dd. The dumpers deployed for transportation of Lignite and limestone shall be covered suitably with Tarpaulins and the covers shall also be tied in such a way to avoid spillages on the road or during transit. The tarpaulin shall be of proper quality approved by Government enforcing agency like GPCB. In no case green nets (used as carpets/zazam) will be allowed to use as tarpaulin cover.
- ee. The contractor shall have to maintain all the roads used by them for the execution of the work under tender.

(B) General conditions

- a) As per the provision of mines V.T. Rules, all workers / drivers / operators proposed to be employed by the Contractor, will have to be trained before employment at recognised / approved VT Centre of GMDC.
- b) All the trucks / dumpers proposed to be used in the mines shall be physically examined by GMDC's Engineers for verifying its use-worthiness in the mines

- c) The Contractor shall not change the constitution of the firm during the currency of the contract.
- d) Contractor shall have to deploy their trucks in two shifts and if required in three shift. There will be no loading on weekly days of rest and on paid/public holidays.
- e) All the trucks 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, ladder etc.
- f) For any dispute arising out of this tender or interpretation of any terms thereof, the decision of the Committee consisting of concerned Project Head (currently G.M.[LP] at H.O., Head of the Project with the matter under dispute, subject to concurrence of MD/CMD GMDC, shall be final and binding upon the tenderer.
- g) 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.
- h) The contractor shall abide by the provision of the Motor Vehicle Act for his entire tyre mounted machinery. Any consequences arising out of non-compliance of said Provisions would be at the contractor sole risk and cost, for which GMDC will not be responsible for any compensation.
- i) The bidder has to submit a copy of valid PF Registration Certificate, a copy of the same should be attached with the technical bid: otherwise on award of contract, within 15 days of the issue of LOI it should be submitted to GMDC. The contractor will have to submit to the GMDC every month Muster Role, Wages/Salary sheet and PF Return and Challan regularly to the GMDC.
- j) GMDC reserves the right to reject any or all the tenders or split the work between more than one contractor s without assigning any reason thereof.

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 Tender and subsequent 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 and subsequent amendment thereto.
- 16.4. The conduct of any arbitration proceedings and any award rendered hereunder and the validity, effect and interpretation of this Tender and subsequent 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 :

This agreement and the rights and obligations hereunder shall be interpreted, construed and governed by the laws of India.

That apart from the present agreement, all the terms and conditions mentioned in the Tender Document shall be applicable in absence of any clauses mentioned in the agreement.

It is clarified that whenever and wherever, conflict arises between this Agreement/Contract and any other document mentioned in the forgoing paragraph as also any other communication entered into between the parties, the present Agreement/Contract and its conditions shall expressly and without any exception, prevail over any other document, including but not limited to the Tender Document and/or any LOI that may be issued by GMDC.

JURISDICTION:

Matter relating to any dispute or difference arising out of this Agreement and subsequent contract shall be subject to the exclusive jurisdiction of City Civil Court at Ahmedabad.

18. FORCE MAJEURE

Force majeure is here in defined as natural phenomena such as floods, draughts, cyclone, earthquakes and epidemics, declaration of war, accidents etc. In such conditions of force majeure both the parties can claim force majeure but they are obliged to inform the either party within 10 days in writing of the date of commencing and again ending of the force majeure.

Under the circumstances of force majeure stated above, the contract terms of quantity and period shall be extended by period equivalent to the loss of time due to force majeure.

The decision regarding the occurrence of force majeure to be considered shall be taken jointly by Contractor & GMDC.

Period of such time loss due to force majeure will be considered for reducing the monthly target for calculating the liquidated damages for the respective month in which such force majeure has occurred.

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

Sr. No	Particulars	Declaration (Strike out whichever is not applicable)
1	Check list of documents in the prescribed Performa, Form-A	Yes / No
2.	Earnest Money deposit for the value as indicated in Notice Inviting Tender,	Yes / No
3.	Formats enclosed-dully filled in and signed along with all required enclosures , complete as per Instruction to bidder	
	Form – B –(Status of the Contractor , with documentary proof)	Yes / No
	Form – C-(Details of the work carried out with copy of final bill)	Yes / No
	Form – D- (Details of the machinery owned by the bidder, with documentary proof)	Yes / No
4.	Other documents to be enclosed by the bidder as per the instruction to tenderer.	
	Power of authority of the signatory to the bidder	Yes / No
	Copy of P.F. Registration details if available.	Yes / No
	Declaration in prescribed format on letter head of the bidder	Yes / No
	Declaration by the Bidder indemnifying GMDC	Yes / No
5.	Tender documents as issued by the GMDC duly signed by bidder on each page.	Yes / No
6.	Site visit certificate issued by project authority	Yes / No
7	Joint Venture Agreement in case of Joint Venture/ Consortium	Yes / No

PRICE BID

1	Price quotation for Option –I in Form 'AA'	Yes / No
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FORM - B

Status of the bidder

Name of the Bidder :	
Address :	
Registered office :	
For correspondence :	
Telephone No. / Mobile No.	
Fax No.	
E-mail Address	
Whether the firm is joint stock Co., HUF, individual, Partnership firm (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.	

FORM –C

(Part –I)

DETAILS OF WORK CARRIED OUT DURING THE PAST THREE 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

FORM - C

(Part – II)

**DETAILS OF WORK CARRIED OUT DURING THE PAST THREE YEARS BY THE
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 either completed or under progress during last 10 years by the GMDC or any partner/proprietor of present GMDC was associated in any capacity.	

FORM – D

Details of trucks/dumpers required for annualized work to be used for the work

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.
1										Yes/No
2										Yes/No
3										Yes/No
4										Yes/No
5										Yes/No
6										Yes/No
7										Yes/No
8										Yes/No
9										Yes/No
10										Yes/No

FORM – D (PART – II)

Details of Excavator / loader required for annualized work to be used for the work

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

FORM E

CERTIFICATE OF NETWORTH, TURNOVER ANDWORKING 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 – F

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 (LP),
Gujarat Mineral Development Corporation Ltd.
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 Tender No._____ 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)

DECLARATION

(On letter head of the Bidder)

FROM:

DATE:

To,

The Managing Director,
Gujarat Mineral Development Corporation Ltd.,
"Khanij Bhavan", 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/GMDC 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/GMDC in this regard in any manner that may be deemed fit by GMDC.

Yours faithfully,

Signature and Stamp of the bidder

(On Letter head of the Bidder)

UNDERTAKING

To,
Managing Director.
Gujarat Mineral Development Corporation Ltd.
Khanij Bhavan
132' Ring Road, University Ground,
Vastrapur,
Ahmedabad.

Dear Sir,

We M/s. ----- hereby undertake that, we shall at all times, indemnify and keep indemnified that GMDC Limited from any and all liability for damages resulting from or arising out of or in any way connected with the operations covered by the tender NO. TRANS-1/15-16. We shall be responsible for all risk arising in connection with or on account of the operations covered by the contract covered by the above tender and shall make good all losses and damages arising there from. In case, the GMDC Limited shall incur any cost or expense or suffer any loss on account of any claim demand or course of action brought against us and arising out of the operations covered by the bidder/tender, the GMDC Limited shall have the power (without being bound to do so) to define, contest or compromise any such claim demand or cause of action. Any amount that may become payable by GMDC Limited and any cost expense etc. that may be incurred by the GMDC Limited in this behalf, shall also be recoverable from us, without prejudice to your other rights.

Yours faithfully,
For -----

(Signature & Stamp of the Bidder)

**(FORMAT FOR AFFIDAVIT)
(On Non-Judicial Stamp Paper of RS 100/-)**

A F F I D A V I T

UNDERTAKING REGARDING GENUINNESS OF DOCUMENTS

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

- i) We are submitting Tender for the work _____
_____ against Tender No. _____
- ii) None of the Partners of our firm is relative of employee of _____ (Name
of the Company)
- iii) All information furnished by us in respect of fulfillment of eligibility criteria and qualification
information of this Tender is complete, correct and true.
- iv) All documents/credentials submitted along with this Tender are genuine, authentic, true and
valid.
- v) If any information and document submitted is found to be false/incorrect at any time, GMDC
may cancel 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 TENDERER
WITH SEAL.**

Dated

Seal of Notary

For tender evaluation, total amount for the different works shall be determined as per example given under:

Item No.	Contract for lignite transportation from mines to stack yards situated at the power plant of KLTPS and ATPS by dumpers and it's unloading.	Indicative Qty. in Lac MT	Rate Quoted by Bidder (Rs./MT)		Amount in Lac Rs.	
			Bidder-A	Bidder-B	Bidder-A	Bidder-B
A	Contract for lignite transportation from mines to stack yards situated at variable distances by dumpers and unload it at various stack yards					
1	Mata-no-madh mines to ATPS (one side)	5.00	24.50	25.00	122.50	125.00
2	Mata-no-madh mines to KLTPS (one side)	19.00	31.80	31.50	604.20	598.50
3	Umarsar mines to ATPS (one side)	6.00	11.00	11.50	66.00	69.00
4	Umarsar mines to KLTPS (one side)	0.00	4.30	4.00	0.00	0.00
B	Ash loading & transportation					
1	ATPS power plant to Mata-no-madh mine (one side)	0.80	15.50	15.80	12.40	12.64
2	ATPS power plant to Panandhro mine (one side)	1.00	6.13	6.00	6.13	6.0
3	ATPS power plant to Umarsar mine (one side)	0.20	7.00	6.50	1.40	1.30
	Total				812.63	812.44
	Bidder Position				L2	L1
	LIMESTONE TRANSPORTATION					
A	Panandhro mines to ATPS (one side)					
B	Panandhro mines to KLTPS (one side)					

Rate quoted for the work of transportation of limestone shall not be considered for evaluation of the bid.

In case of same amount quoted by more than one bidder for the works, the bidder who quoted the lowest rate for transportation of lignite from Mata No Madh to ATPS & KLTPS will be considered as lowest bidder.

Even after that, In case of rate quoted for transportation of lignite from Mata No Madh to ATPS & KLTPS are same by the bidders, the bidder who quoted the lowest rate for ash transportation to Mata No Madh mine will be considered as lowest bidder.

FORM – AA

**PRICE BID / SCHEDULE
(To be submitted on line only)**

Item No.	Contract for lignite transportation from mines to stack yards situated at the power plant of KLTPS and ATPS by dumpers and it's unloading.	Rate in Rs. Per MT exclusive Service Tax
1	Mata-no-madh mine to ATPS (one side)	
2	Mata-no-madh mine to KLTPS (one side)	
3	Umarsar mine to ATPS (one side)	
4	Umarsar mine to KLTPS (one side)	
	LIMESTONE TRANSPORTATION	
5	Panandhro mine to ATPS (one side)	
6	Panandhro mine to KLTPS (one side)	
	ASH LOADING & TRANSPORTATION	
7	ATPS power plant to Mata-no-madh mine (one side)	
8	ATPS power plant to Panandhro mine (one side)	
9	ATPS power plant to Umarsar mine (one side)	

The above rate is inclusive of all except Service tax. If service tax is applicable, the same shall be reimbursed to the bidder on actual being submitted / remitted to the concerned department against submission of proof. Clearly mentioning the name of work and respective RA Bill. No escalation on any account shall be permitted except variation in diesel price.

Date : _____

Signature with seal