

## Tender No. TRANS – 01/16-17

### Tender for transportation of lignite from Surka (North) Lignite mines to feeding point of Pyrite Removal Plant at Lignite Project, Bhavnagar-

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## TENDER NOTICE

**Tender No. TRANS – 01/16-17**

Tender for Transportation of lignite from Surka (North) Lignite mine to feeding point of Pyrite Removal plant at Lignite Project, Bhavnagar-

Place of work	Lignite Project, Bhavnagar, Dist. Bhavnagar.
Quantity per annum	Estimated quantity of <b>06 Lac MT</b> and can be enhanced as per requirement.
Period of contract	<b>12 months and extendable further on mutually agreed terms and conditions.</b>
Estimated Contract Value	<b>Rs. 168 Lac</b> (Rupees One hundred sixty eight Lac only)
EMD	<b>Rs. 84,000/-</b> (Rupees Eighty four thousand only)  In form of DD in favour of GMDC Ltd. payable at Ahmedabad from any bank except Co-Operative Bank approved by Govt. of Gujarat vide GR No. EMD/10/2015/508/DMO dated 27/04/2016.
Cost of tender Document /tender fee	Rs. 10,000 (Ten Thousand) payables by Demand Draft in favour of GMDC Ltd. payable at Ahmedabad from any bank except Co-Operative Bank approved by Govt. of Gujarat vide GR No. EMD/10/2015/508/DMO dated 27/04/2016.
Availability of Tender document	On web site <a href="http://www.gmdcltd.com">www.gmdcltd.com</a> , <a href="http://www.gmdc.nprocure.com">www.gmdc.nprocure.com</a> ,
Downloading of tender document from websites	From Dt. 22/11/2016
Last date of on line submission of technical and price bid	Dt. 15/12/2016 at 15:00Hrs. on <a href="http://www.nprocure.com">www.nprocure.com</a> only.
Submission of Tender fee , EMD and Supporting doc. for Technical bid	Dt. 15/12/2016 up to 15:00Hrs. at Corporate office, Ahmedabad.
Date and time for online opening and viewing of Technical bid	Dt. 15/12/2016 at 16:00 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 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  
Along with the cost of Tender Documents in form of DD]

Dated : \_\_\_/\_\_\_/2016

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

**Subject : Tender No. TRANS - 01/16-17 Contract for Transportation of lignite from Surka(North) mine to feeding of Pyrite Removal Plant at Lignite Project, Bhavnagar**

Sir,

I/We am/are interested to participate in the above tender for the work of Transportation of lignite from Surka (North) mine to feeding point of Pyrite Removal plant at Lignite Project, Bhavnagar.

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.10,000/- (Rupees Ten Thousand only) towards the cost of the tender documents.

Thanking you,

Yours faithfully,

-----  
(Authorized signatory)

## **Chapter I**

### **Brief Introduction:**

#### **1. GMDC:**

Gujarat Mineral Development GMDC 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, Bhavnagar, Bharuch, Baroda and Banaskantha districts of the State. It is currently dealing in minerals like Bauxite, Fluorspar, Ball Clay, Silica sand, Manganese and Lignite. The GMDC has also set up a 250 MW lignite based Thermal Power Station at Nani Chher in Kutch, Wind power plant of 200 MW at Maliya, Jodiya, Godsar, Bhanvad and Solar Power plant of 5 MW at Panandhro Project.

GMDC is operating Lignite mines at Panandhro, Umarsar and Mata-No-Madh in Kutch, at Bhavnagar in Bharuch district, at Tadkeshwar in Surat District and at Bhavnagar in Bhavnagar District.

#### **2. LOCATION**

The project is located about 10 kms from Bhavnagar town, on Bhavnagar-Talaja Road. It is well connected by road (NH No 8E) with Ahmedabad, which is about 200 kms away. It has a good network of State Transport system. Bhavnagar is the nearest Rail-head on Western Railway. Bhavnagar also has an Airport. Ahmedabad is another airport, which is well connected with all major cities of the country.

#### **3. THE PROJECT:**

The climate of the area is warm, humid and subtropical in nature. The monsoon is generally heavy compared to the other parts of the State. Average rainfall is about 600-700 mm but the highest rainfall since commencement of the project was 1579 mm during the year 2013. The temperature ranges from 10°C in winter and in summer it goes up to 45°C.

#### **4. Description of the Work:**

GMDC proposes to award the contract for Transportation of lignite from Surka (North) mine face to feeding point of Pyrite Removal Plant at Lignite Project, Bhavnagar (Approximately 6.0 Lac MT).

Payment for the quantity transported shall 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 from the in-situ lignite bench into the contractor's dumpers shall be carried out by GMDC's existing mining contractors. Transportation of lignite Surka (North) Lignite mine shall be at the sole discretion of GMDC only.

#### **4. Current Status:-**

Currently project is in operation and lignite production capacity of 3 mTPA and applied for enhancement from 3mTPA to 5 mTPA production capacity. Projects have already established infrastructures facilities. Mining and lignite production activities are going on by existing turnkey mining contractors .

## 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 Surka (North) Lignite mine 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 Bhavnagar - Shri B K Mahato, I/c GM (Project) and 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 A K Garg - 97277 92739

The bidders are also advised to visit the Pyrite Removal Plant stack yards where the lignite to be delivered. The bidder is requested to get a certificate from the competent authorities to the effect that they have visited the Pyrite Removal Plant site and studied the actual conditions of stack yards. 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 - 97277 92739

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](http://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.

m) 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 but no change in the final price or substance of the bid shall be permissible.

#### 4 Rate to be quoted for work

- a). The Bidder has to quote rates for transportation of lignite from Surka (North) Lignite mine to feeding point of Pyrite Removal plant situated within lease area ( One way distance ranges from 2.50 Km to 4.50 Km) as per annexure (Form AA) in **Rs. per MT (one side)**.
- b). For tender evaluation, the lowest rate for the work for the work of transportation of lignite from Surka (North) lignite mine face to feeding point of Pyrite Removal Plant shall be determined as per example given under:

Item No.	Work	Indicative Qty. in Lac MT	Rate Quoted by Bidder (Rs./MT)		
			Bidder-A	Bidder-B	Bidder-C
1	Transportation of lignite from Surka (North) lignite mine to feeding point of Pyrite Removal Plant situated within lease area ( One way distance ranges from 2.50 Km to 4.50 Km)	6.00	12.00	10.00	15.00
	Remark		L2	L1	L3

- 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 shall 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 shall 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.

**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](http://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 **3 Lac MT in last three years i.e. 2013-14, 2014-15 and 2015-16.**
2. **Financial Criteria**
  - A. Bidders must have a Minimum Net Worth of **Rs. 8.40 Lac** as on **31/03/2016.**
  - B. Bidders must have a Minimum Average Turn Over of **Rs. 33.60 Lac** for financial year of **2013-14, 2014- 15 and 2015-16.**
  - C. Bidders must have a Minimum Working capital of **Rs. 6.72 Lac** as on **31/3/2016.**
3. Ownership of a fleet of minimum 10 Nos. Dumpers having 17T capacity. Dumpers having capacity less than 17T shall not be allowed for transportation.
4. **CONSORTIUM / JOINT VENTURE:**  
Consortium / Joint Venture is not allowed.
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 worth Rs. 84,000/- (Rupees eighty four thousand only), drawn in favour of GMDC Ltd., payable at Ahmedabad from any Bank except Co-Operative Bank approved by Govt. of Gujarat vide GR No. EMD/10/2015/508/DMO dated 27/04/2016 along with the technical bid in the cover so super-scribed. In absence of the DD 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 at Surka (North) Lignite mine 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 Surka (North) Lignite mine to feeding point of Pyrite Removal plant situated within lease area (One way distance ranges from 2.50 Km to 4.50 Km).

#### **1. SCOPE OF WORK**

The work involves Transportation & Unloading of Raw lignite from Surka (North) Lignite mine face to feeding point of Pyrite Removal Plant within lease area (One way distance ranges from 2.50 Km to 4.50 Km) at Lignite Project, Bhavnagar by deploying dumpers having minimum capacity of 17T.

#### **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 1 year (12 months) from the date of commencement of the work. The likely quantity of lignite to be transported by the Contractor is approx. 50,000 MT per month and approx. 6.0 Lac MT per year and can be enhanced as per actual requirements. Monthly and yearly quantities of lignite to be transported to feeding point of Pyrite Removal Plant may vary as per actual requirements. However, the contract period may be extended further on mutually agreed terms.
- (b) The monthly schedule shall be provided by the General Manager (Project). The monthly quantity may vary as per the actual requirement and accordingly the contractor has to arrange the number of dumpers/trucks.
- (c) The quantities mentioned above will be indicative quantities only. However, in case of less requirement of transportation of lignite, GMDC will not pay any compensation towards less transportation.

#### **4. RATES:**

- (a) The bidder shall quote firm rate in Rs. per MT exclusive Service Tax for Transportation & Unloading of Raw lignite from Surka (North) Lignite mine face to feeding point of Pyrite Removal Plant within lease area (One way distance ranges from 2.50 Km to 4.50 Km) at Lignite Project, Bhavnagar. The quantity will be determined as per GMDC's weighbridge report 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's weighbridges.

Loading of lignite from mine face into the contractor's dumpers/trucks shall be arranged by GMDC or GMDC's contractor.

Item No.	Work	Rate in Rs. Per MT exclusive Service Tax
1	<b>Transportation of lignite from Surka (North) Lignite mine to feeding point of Pyrite Removal plant situated within lease area ( One way distance ranges from 2.50 Km to 4.50 Km)</b>	

- (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 shall 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 after abatement, if any 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 project 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 the work. The variation in diesel rate will be in respect of this base price for the work.
- c) The escalation in rate will be calculated on every revision in landed price of diesel at the project 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.

- 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 transportation from mines to feeding point of Pyrite Plant by dumpers and its unloading. 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. 84,000/- (Rupees Eighty four 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 except Co-Operative Bank approved by Govt. of Gujarat vide GR No. EMD/10/2015/508/DMO dated 27/04/2016. 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/10/2015/508/DMO dated 27/04/2016. 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. However, in case of requirement or necessity or circumstances prevailing, if any, the period of the RA Bill may be more or less than 30 days.
- (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 and copy of Challan issued and certified by GMDC for lignite transportation from mines to feeding point of Pyrite Removal Plant situated 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 RPFC 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 surcharges) 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.11.
- 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) Weighment of all dumpers/trucks at the time of Transportation of lignite from mine face to feeding point of Pyrite Removal Plant shall be taken and recorded by computer with appropriate dedicated software at GMDC's weighbridges. The net weight of lignite carried by the dumpers/trucks shall be computed through the software and based on such computer reports; monthly lignite transported in MT at the feeding point of Pyrite Removal Plant will be considered. Payment for the quantity will be made to the contractor based on the actual quantity being weighed at GMDC weighbridge.
- b) An authorized representative of the contractor may remain present at 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.

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 at the following rates:

<b>Shortfall</b>	<b>Rate for Liquidated damages for shortfall quantity</b>
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 transportation to Pyrite Removal Plant stack yard shall be provided by the Project Office.

- c) However, shortfall/excess in the monthly targeted quantities shall be reviewed at the end of every month and if the contractor meets the cumulative targets, the liquidated damages deducted if any will be adjusted in the next RA Bill.
- d) If due to any reasons attributable to GMDC, no liquidated damages will be levied.

## **12. 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.

### **13. COMPLIANCE OF STATUTES**

The CONTRACTOR shall strictly abide by 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.

### **14. 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 having minimum 17T capacity shall be deployed or permitted for the work of transportation of lignite.
- 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 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 GMDC 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 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.

## **15. DISPUTE RESOLUTION AND ARBITRATION:**

- 15.1 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 GMDC'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 GMDC.
- 15.2 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.
- 15.3 All questions, disputes, differences and/or interpretation of agreement whatsoever, which may at any time arise between the parties to this contract in connection with the contract or any matter arising out of or in relation thereto, shall be referred to Sole Arbitrator as per the provisions of Arbitration and Conciliation Act, 1996 and the venue of arbitration proceedings shall be at Ahmedabad. The Language of the Arbitration shall be in English.
- 15.4 Pending final resolution of any dispute under this Contract, the Parties hereto shall continue to perform their respective obligations hereunder.
- 15.5 The provisions of this clause shall expressly survive termination of this Contract.

**16. GOVERNING LAW:**

**GOVERNING LAW:**

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

**JURISDICTION:**

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

**17. 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

**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**

<b>Particulars</b>	
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

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

### 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 – 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- 01/16-17. 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

**FORM – AA**

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

Item No.	Work	Rate in Rs. Per MT exclusive Service Tax
1	Transportation of lignite from Surka (North) Lignite mine to feeding point of Pyrite Removal plant situated within lease area ( One way distance ranges from 2.50 Km to 4.50 Km)	

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**