

**e-TENDER  
FOR**

**APPOINTMENT OF NABET ACCREDITED  
CONSULTANT FOR ENVIRONMENTAL  
CLEARANCES FROM MINISTRY OF ENVIRONMENT,  
FORESTS AND CLIMATE CHANGE, GOI – NEW  
DELHI FOR LIGNITE CAPACITY EXPANSION FROM  
2.4 TO 4.8 MTPA AT MATA NO MADH PROJECT,  
DIST. KUTCH (GUJARAT) & FROM 3 TO 5 MTPA AT  
SURKHA (N) PROJECT, DIST. BHAVNAGAR  
(GUJARAT).**



**CHIEF GENERAL MANAGER  
GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED  
(A Govt. of Gujarat Enterprise)  
CIN: L14100GJ1963SGC001206  
KHANIJ BHAVAN, 132' RING ROAD, UNIVERSITY GROUND  
VASTRAPUR, AHMEDABAD- 380 052  
Phone No. 07927913200  
TELE-FAX: (079) 2791 3038, E-mail [env@gmdcltd.com](mailto:env@gmdcltd.com)  
Visit our web-site: [www.gmdcltd.com](http://www.gmdcltd.com)**



## GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED

### e- TENDER NOTICE

GMDC invites online e-tender from reputed and NABET Recognized consultants for “**Appointment of NABET Accredited Consultant for Environmental Clearances from Ministry of Environment, Forests & Climate Change, GoI – New Delhi for Lignite Capacity Expansion from 2.4 to 4.8 MTPA at Mata no Madh Project, Dist. Kutch (Gujarat) & from 3 to 5 MTPA at Surkha (N) Project, Dist. Bhavnagar (Gujarat).**”

e- Tender No.	:	<b>GMDC/ENV/01/2018-19</b>
Work Description	:	<b>“Appointment of NABET Accredited Consultant for Environmental Clearances from Ministry of Environment, Forests &amp; Climate Change, GoI – New Delhi for Lignite Capacity Expansion from 2.4 to 4.8 MTPA at Mata no Madh Project, Dist. Kutch (Gujarat) &amp; from 3 to 5 MTPA at Surkha (N) Project, Dist. Bhavnagar (Gujarat).</b> ”
Place of work	:	<b>1. Mata no Madh Lignite Project, village Mata no Madh, Taluka Lakhpat, Dist. Kutch (Gujarat). 2. Surkha (N) Lignite Project, village Surkha, Taluka Ghogha, Dist. Bhavnagar (Gujarat)</b>
TENDER Fee (Non Refundable)	:	<b>Rs. 2000/- + GST (18%) through D.D. - Non Refundable</b> <b>DD should be from banks approved by Govt. of Gujarat from time to time (except co-operative bank) in the form and manner acceptable to the Corporation.</b>
EMD	:	<b>Rs. 1,86,000/- through D.D. - Refundable</b> <b>DD should be from banks approved by Govt. of Gujarat from time to time (except co-operative bank) in the form and manner acceptable to the Corporation.</b>
Security Deposit	:	<b>5 % of contract value in form of DD - Refundable</b> <b>DD should be from banks approved by Govt. of Gujarat from time to time (except co-operative bank) in the form and manner acceptable to the Corporation.</b> <i>It has to be submitted by successful bidder only after receipt of LOI issued by tenderer.</i>

Availability of TENDER document	:	On website <a href="https://gmdc.nprocure.com">https://gmdc.nprocure.com</a> And <a href="http://www.gmdcltd.com">www.gmdcltd.com</a> And <a href="http://www.statetenders.com">www.statetenders.com</a>
Last date and time of downloading the Tender	:	<b>04-05-2018 – 15:00 Hrs.</b>
Last date and time of online submission of bid	:	<b>04-05-2018 – 15:00 Hrs.</b>
Last date for Submission of Preliminary Bid (Tender fee and EMD) and Supporting documents as a proof for Technical bid during office hours.	:	<b>04-05-2018 – 12:00 Hrs.</b>
Date & time for viewing & opening of Preliminary bid.	:	<b>07-05-2018 – 12:00 Hrs.</b>
Date & time for viewing & opening of Technical bid.	:	<b>07-05-2018 – 12:15 Hrs.</b>
Date & time for viewing & opening of Price bid.	:	<b>07-05-2018 – 12:30 Hrs.</b>
Validity of Bid	:	<b>180 Days</b>

## **GENERAL INSTRUCTIONS TO THE BIDDERS FOR TENDERING:**

### **1.0 Tendering**

#### **1.1 THE TENDER & THE OFFER:**

a) It is a three-bid system. The bid is required to be submitted online latest by the date and time prescribed in the tender notice.

#### **Part – I Preliminary Bid**

Detail of DD for EMD and Tender Fee shall be submitted online. Further, Original Cheques / Drafts of **Tender fee and EMD** should be submitted before last date on above given address in two separate and sealed envelopes along with their respective forms. These both envelopes should be placed in a separate and sealed cover sub-scribed **“PRELIMINARY BID” Tender No. and Name of work.**

Bids received without EMD/Tender Fee will not be considered for scrutiny and will be out rightly rejected.

#### **Part - II Technical bid (Annexure I to IV)**

Technical bid documents i.e. various annexure are to be submitted online only within stipulated period as per tender notice. However, the supporting documents required to be submitted in support of these annexure like experience, financial position, status of the bidder, list of equipments owned by the bidders, copy of NABET, NABL and MOEF Certificates, Permanent Account Number (PAN), Service Tax etc. shall be placed in separate & sealed cover sub-scribed **“TECHNICAL BID, Tender No. and Name of work etc.**

#### **Part – III Price-bid (Annexure V)**

To be submitted **on line only** within the stipulated time.

All supporting documents along with tender fee and EMD in a sealed sub-scribed **“Pre & Technical Bid, Tender No. and Name of work etc.** must reach till last date on below given address:

**Chief General Manager  
Gujarat Mineral Development Corporation Limited  
“Khanij Bhavan”, 6<sup>th</sup> Floor, ‘A’ Wing,  
132 ft Ring Road, Nr. University Ground, Vastrapur, Ahmedabad – 380 052**

**1.2** Bidders are advised to read the instructions, evaluation norms and other terms and conditions described in these documents under different Chapters carefully before making their offer. In case of any doubt they may seek clarification from Assistant Manager (Environment) at the head office of the GMDC at Ahmedabad.

### **1.3 Opening of bids**

First Preliminary bids will be opened for the verification of the receipt of tender fee and EMD along with their respective forms.

Technical bid of only those bidders will be opened whom tender fee and EMD will be received by tenderer. Then Technical bid will be opened online along with hard copies of signed and stamped copy of technical document and all essential supporting documents to verify that bidder is technically qualified or not for the desired work.

Price Bid will be opened only of those bidders who will observed technically qualified.

**1.4** Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate 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 1.5.

**1.5** All bids should be digitally signed. For details regarding digital signature certificate and related training involved at the below mentioned address should be contacted:

**(n)Procure Cell**

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

**403, GNFC Info-Tower, Bodakdev,**

**Ahmedabad- 380 054 (India)**

**Tel: +91 26857316/17/18 Fax: +91 79 26857321**

**Toll Free: 1800-233-1010**

**E-mail: nprocure@gnvc.net**

**1.6** 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.

**1.7** Interested bidders are also requested to complete their procedure for taking digital signature certificate in respect to filling of application form, supporting documents with necessary fees at least 3 days before last date of tender submission.

**1.8** (n) code solutions reserves the rights to issue digital signature certificate after verification of application forms / supporting documents submitted by bidder. (n) code solutions is fully authorized to issue digital signature certificate to bidders.

**1.9** All the bidders who have no facility to participate in on-line tenders are requested to contact (n) code solutions for the same.

**1.10** 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

**1.11** Bidders are advised to read the instructions, evaluation norms and other terms and conditions described in these documents under different Chapters carefully before making their offer. In case of any doubt they may seek clarification from AM (Environment) at the head office of the GMDC at Ahmedabad

### **1.12 Corrigendum:**

Bidders are requested to see the website <https://gmdc.nprocure.com> once again before due date of Tender opening of ensure that they have not missed any corrigendum uploaded against the said Tender after downloading the Tender document. The responsibility of downloading the related corrigendum, if any, will be that of the downloading parties.

No separate intimation in respect of corrigendum will be sent to Bidders who downloaded the Tender document from the website as information in this respect will be available to website i.e. <https://gmdc.nprocure.com> etc.

## **2.0 Preamble**

**2.1** This tender document is intended to give a general description of nature of the work. It is not intended to cover all minute details. The work shall be executed in accordance with best practices and to the complete satisfaction of the GMDC.

**2.2** The information given in this tender document is given in good faith and meant to serve as a guide to enable the prospective bidders to submit their offer. It is, imperative that the Bidder shall obtain and examine, for himself, all the data,

information and particulars required for the satisfactory execution of the work covered under the scope of tender.

**2.3** Price bid will not be opened unless Preliminary & Technical Bids opening procedure has completed in all respects and bidder is found to have adequate experience and resources for executing the Work. **The price bid of only technically successful bidders will be opened.**

**2.4** The tender document and forms referred to in the tender, if not returned or if returned but not duly filled in (where required) and signed, will result in rejection of the tender.

### **3.0 Examination**

**3.1** The Bidder would carefully examine the tender document including all amendments/addendum and corrigendum, if issued, and other details relating to the work and acquaint him fully with all the conditions and matters therein, which may, in any manner, affect the work and the cost thereof.

**3.2** The Bidder would obtained all information as to risks, contingencies, responsibilities and other circumstances which might influence or affect his tender, the progress and performance of the contract and to have taken into account all conditions and matters that may affect his works under this tender and cost thereof.

**3.3** The Bidder would be deemed to have visited the project site and its surroundings, carefully examined and satisfied himself about the existing site conditions, availability of local facilities, means of transport etc. and to have quoted rates, taking into consideration all such conditions and matters, which may, in any manner, affect the work and the cost thereof.

**3.4** The Bidder would be acquainted himself with all Government, Mining and Labour laws, statutes, regulations, rules or notifications relating to taxes, levies and other charges relating to the work at the site or otherwise as applicable from time to time.

**3.5** Any neglect or omission or failure on the part of the Bidder in obtaining necessary and reliable information upon the foregoing or any other matter affecting the tender, shall not absolve him of any risk or liabilities or responsibilities for completion of the entire work in accordance with the terms and conditions of the tender document.

**4.0** Any conditional tender will be rejected outright and no claim whatsoever in respect thereof shall be entertained. The Management of GMDC reserves the right to reject / cancel any or all tenders without assigning reasons and to negotiate with any Bidder for more favourable rates. Each and every page of the tender document along with bids supporting documents shall be signed by the Bidder with his usual

signature. All signatures should be dated and Company's seal shall be affixed below it.

**5.0** GMDC may, at its discretion, extend the deadline for the submission of the bids.

**6.0** Bidder shall bear all costs associated with the preparation and submission of its bid, and the GMDC will in no case be responsible or liable for these costs or postal delay.

**7.0** Bids with joint venture agencies will not be accepted and successful bidder may not assign their work to other third party.

**8.0** All applicable taxes and duties etc. towards Supply as well as Erection and commissioning shall be reimbursed as per prevailing rules. TDS will be deducted from the bills as per prescribed rule.

**9.0 Validity of the offer:** The bidder should agree that the rate submitted shall remain valid for a period of 180 days from the date of the opening of the tender.

**Application expressing interest by the Bidders:**

Date:

To,

**Chief General Manager  
Gujarat Mineral Development Corporation Limited,  
“Khanij Bhavan”, 6<sup>th</sup> floor, “A” wing”, 132 ft. Ring road,  
Nr. University Ground, Vastrapur, Ahmedabad – 380 052**

e-Tender No. – GMDC/ENV/01/2018-19

**Subject: “Appointment of NABET Accredited Consultant for Environmental Clearances from Ministry of Environment, Forests & Climate Change, GoI – New Delhi for Lignite Capacity Expansion from 2.4 to 4.8 MTPA at Mata no Madh Project, Dist. Kutch (Gujarat) & from 3 to 5 MTPA at Surkha (N) Project, Dist. Bhavnagar (Gujarat).**

Sir,

I/We are interested in participating in the above e-tender for “Appointment of NABET Accredited Consultant for Environmental Clearances from Ministry of Environment, Forests & Climate Change, GoI – New Delhi for Lignite Capacity Expansion from 2.4 to 4.8 MTPA at Mata no Madh Project, Dist. Kutch (Gujarat) & from 3 to 5 MTPA at Surkha (N) Project, Dist. Bhavnagar (Gujarat)”.

I/We have adequate experience in waste water treatment and have adequate infrastructure, equipments, laboratory facilities and funding at our end to execute the work. I/We have sound financial position to fulfill any additional requirement if required to carry out the work to the entire satisfaction of the GMDC as well as for regulatory agencies. I/We shall make our own arrangement for the completion of subjected work.

Thanking you.

Yours faithfully,

**[Authorized Signatory, Stamp]**

***On Bidders Letter Head***

FROM:

LETTER NO.:

DATE:

To,  
Gujarat Mineral Development Corporation Ltd.,  
Khanij Bhavan, 132 Ft. Ring Road,  
Near University Ground, Vastrapur,  
Ahmedabad – 380 052, Gujarat.

**Sub. : Tender Fee for Tender No. for “Appointment of NABET Accredited Consultant for Environmental Clearances from Ministry of Environment, Forests & Climate Change, GoI – New Delhi for Lignite Capacity Expansion from 2.4 to 4.8 MTPA at Mata no Madh Project, Dist. Kutch (Gujarat) & from 3 to 5 MTPA at Surkha (N) Project, Dist. Bhavnagar (Gujarat)”.**

e-Tender No. – GMDC/ENV/01/2018-19

Dear Sir,

With reference to above, and as per terms & conditions of Tender, we are sending herewith DD / No. \_\_\_\_\_ Dated \_\_\_\_\_ Name of the Bank and Branch, \_\_\_\_\_ for Rs. 2360/- [Rs. Two Thousand Three Hundred & Sixty only] including GST is being the amount of Tender fee.

Thanking you,

Yours faithfully,

**Name / Signature & Stamp**

***On Bidders Letter Head***

FROM:

LETTER NO.:

DATE:

To,  
Gujarat Mineral Development Corporation Ltd.,  
Khanij Bhavan, 132 Ft. Ring Road,  
Near University Ground, Vastrapur,  
Ahmedabad – 380 052, Gujarat.

Sub. : Tender Fee for Tender No.        for “Appointment of NABET Accredited Consultant for Environmental Clearances from Ministry of Environment, Forests & Climate Change, GoI – New Delhi for Lignite Capacity Expansion from 2.4 to 4.8 MTPA at Mata no Madh Project, Dist. Kutch (Gujarat) & from 3 to 5 MTPA at Surkha (N) Project, Dist. Bhavnagar (Gujarat)”.

e-Tender No. – **GMDC/ENV/01/2018-19**

Dear Sir,

With reference to above, and as per terms & conditions of Tender, we are sending herewith DD / Pay Order No. \_\_\_\_\_ Dated \_\_\_\_\_ Name of the Bank and Branch, \_\_\_\_\_ for Rs. 1,86,000/- [Rs. One Lakh Eighty Six Thousand Only] being the amount of EMD.

Thanking you,

Yours faithfully,

**Name / Signature & Stamp**

***On Bidders Letter Head***  
**DECLARATION**

FROM:

DATE:

To,  
**The Managing Director,  
Gujarat Mineral Development Corporation Ltd.,  
“Khanij Bhavan”, 132 ft. Ring Road,  
University Ground, Vastrapur,  
Ahmedabad – 380 015**

Dear Sir,

**Subject: “Appointment of NABET Accredited Consultant for Environmental Clearances from Ministry of Environment, Forests & Climate Change, GoI – New Delhi for Lignite Capacity Expansion from 2.4 to 4.8 MTPA at Mata no Madh Project, Dist. Kutch (Gujarat) & from 3 to 5 MTPA at Surkha (N) Project, Dist. Bhavnagar (Gujarat)”.**

e-Tender No. – **GMDC/ENV/01/2018-19**

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

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

Yours faithfully,

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**Signature and Stamp of the Bidder**

**Gujarat Mineral Development Corporation Limited,  
“Khanij Bhavan”, 6<sup>th</sup> floor, “A” wing”, 132 ft. Ring road,  
Nr. University Ground, Vastrapur, Ahmedabad – 380 052**

**1.0 NOTICE INVITATION TO BIDDER:**

- Gujarat Mineral Development Corporation Ltd. (GMDC) invite bids from reputed financially and technically sound, QCI-NABET accredited EIA experienced Consultants for **“Appointment of NABET Accredited Consultant for Environmental Clearances from Ministry of Environment, Forests & Climate Change, GoI – New Delhi for Lignite Capacity Expansion from 2.4 to 4.8 MTPA at Mata no Madh Project, Dist. Kutch (Gujarat) & from 3 to 5 MTPA at Surkha (N) Project, Dist. Bhavnagar (Gujarat)”**, since the beginning i.e. Preparation and submission of Application for ToR with Feasibility Report and Others till the grant of Environmental Clearance from MOEFCC, GoI – New Delhi along with the certification of compliance report of existing EC Conditions from the Regional Office, MOEFCC – Bhopal.
- GMDC reserves the right to reject any or all the TENDER or split the work between more than one bidder without assigning any reason thereof.

**2.0 LOCATION AND DESCRIPTION OF THE SITE:**

1. **Mata no Madh Lignite Project, village Mata no Madh, Taluka Lakhpat, Dist. Kutch (Gujarat).**
2. **Surkha (N) Lignite Project, village Surkha, Taluka Ghogha, Dist. Bhavnagar (Gujarat).**

**3.0 QUALIFICATION CRITERIA:**

- [A] Bidders must be accredited by QCI-NABET in Opencast Mining under category “A” and Project activity under Sector 1 (Mining of minerals including Opencast/ Underground mining). Bidder should have experience of NABET certification of at least 7 years in Sector 1 – “A” category. Bidders have to provide copy of Letter/Certificate from NABET showing their NABET accreditation.
- [B] Bidder must have at least 15 years of experience in EIA-EMP & Environment Clearance.
- [C] Bidder must have involved in Environment Clearance of at least 02 opencast mining projects of Coal and/or Lignite Mines of PSU / Govt. Organization (ongoing project will not be considered) from Ministry of Environment, Forests & Climate Change – New Delhi out of them Environment Clearance of at least 1 project has to achieved and the capacity of coal / lignite project for whom EC has achieved should not be less than 5 Million TPA.
- [D] Bidder may have its own laboratory approved by MOEFCC and copy of valid certificate should be submitted with bid.
- [E] Turnover of bidding agency shall not be less than 40 lakhs per annum during last 3 years.
- [F] Bidder should have Positive Net Worth in last three years and it should not be negative.
- [G] Bidder must visit the both the projects before bidding the price to know the actual condition of projects and supporting document of visit to be submitted with bid.

#### 4.0 SCOPE OF WORK:

The scope of work for the Environment Clearance for Environmental Clearances from Ministry of Environment, Forests & Climate Change, GoI – New Delhi for Lignite Capacity Expansion from 2.4 to 4.8 MTPA at Mata no Madh Project, Dist. Kutch (Gujarat) & from 3 to 5 MTPA at Surkha (N) Project, Dist. Bhavnagar (Gujarat) includes:

- (i) Visit to GMDC Corporate Office and project before the initiation of work and collection of all necessary information / data etc. It will be the responsibility of Successful Bidders to collect all the information during this visit.
- (ii) Successful Bidders has to consider at least 8 visits at GMDC Corporate Office in Ahmedabad after the award of work and at least 4 more visits additional to the period of study for the preparation of EIA-EMP at Project for smooth operation of work and finalization of various documents and reports etc.
- (iii) Successful Bidder will fill all forms, applications, questionnaire and others since the application for Terms of Reference till the achievement of EC. Further, bidder will be responsible to compile all the issues pertaining to environmental/pollution aspects as & when required by statutory agencies.
- (iv) Preparation of Draft Form 1, Pre-feasibility Report & Draft ToR etc.
- (v) Preparation of Final Form 1 (4 copies in hard and soft in word as well as in pdf format), Pre-feasibility Report (4 copies in hard and soft in word as well as pdf format) & Draft ToR (4 copies in hard and soft in word as well as pdf format) etc. as per the feedback received from GMDC.
- (vi) Submission of Application of ToR in Ministry of Environment, Forests & Climate Change (MOEFCC), GoI – New Delhi.
- (vii) Follow up with MOEFCC for ToR as well as preparation and submission of reply to MOEFCC, if any query / information raise.
- (viii) Preparation, printing and binding (20 colour copies of all the pages in hard and soft in power point as well as pdf format) of presentation for ToR.
- (ix) Preparation, printing and binding of Annexure 1 (20 copies in hard and soft in word as well as pdf format) for submission to MOEFCC before ToR.
- (x) Presentation of ToR in MOEFCC, New Delhi as per date, time & venue will be in the scope of bidder only. If MOEFCC raise some queries then preparation and submission of reply to MOEFCC as well as further presentation to MOEFCC till the grant of ToR.
- (xi) All Necessary action as well as follow up with MOEFCC, if any amendment or modification, require in ToR granted.
- (xii) Successful Bidders has to bear all the expenses of his representative(s) towards visit to MOEFCC, GMDC Corporate Office and Project or other areas from where he has to collect data/information etc.
- (xiii) Collection of Data / Environmental Monitoring can be conducted for any season except monsoon as per MOEFCC guidelines and EIA Notification, along with other information and necessary documents as well as studies as per the requirement of ToR granted by MOEFCC. Boarding/Lodging and transportation etc. of Successful Bidders team shall be borne by Successful Bidders only.
- (xiv) Preparation of Draft EIA-EMP Report (Maximum 20 Copies in hard and soft in word as well as pdf format) as per the guidelines of MOEFCC and requirement of

- ToR granted by MOEFCC along with colour printing of all important pages, all pictures, photos, graphs and maps with spiral binding etc.
- (xv) All necessary action for the “Certification of Compliance of Existing EC from the regional office of MOEFCC – Bhopal”. It includes from the preparation & colour printing & binding of compliance report and supporting as well as its forwarding of compliance report in MOEFCC – Bhopal. Four sets of these compliance reports also have to be submitted to GMDC in hard and soft in word as well as pdf format. Further reply of all queries and submission of additional information, if require, along with all follow up in personal with MOEFCC Bhopal has to be taken care by Successful Bidders, till the grant of certification report.
  - (xvi) Submission of Draft EIA-EMP Report (Maximum 20 Copies in hard and soft in word as well as pdf format) (as per TOR, latest EIA Notification and further amendments) along with all necessary documents in Gujarat Pollution Control Board as well as to other statutory agencies including the Members of MOEFCC EAC Committee – Coal, New Delhi. Preparation, Printing, Binding and submission of Summary (20 Copies in hard and soft in word as well as pdf format) of EIA-EMP Report in English as well as Gujarati Language. Further, Successful Bidders has to be responsible to coordinate with Gujarat Pollution Control Board for all the necessary actions / arrangements at the venue of public hearing for the successful conduction and completion of public hearing.
  - (xvii) Successful Bidders shall be responsible for the preparation and printing of presentation with binding (20 Copies in hard and soft in power point as well as pdf format) for public hearing and assistance in the reply of the queries / observations received from various agencies / persons before and after public hearing in reference to EIA-EMP or EC etc. GMDC will provide one person to present the presentation of Public Hearing in Gujarati language during public hearing.
  - (xviii) Assistance in preparation of reply of all the issues / queries observed during public hearing and finalization of final EIA-EMP report as per TOR, latest EIA Notification with amendments & MOEFCC latest guidelines/circulars/orders and incorporation of all issues along with their solutions observed in public hearing.
  - (xix) The cost of lodging / boarding etc. of Successful Bidders team during public hearing shall be borne by Successful Bidders only.
  - (xx) Preparation, Printing with Binding (20 Colour Copies in hard and soft in word as well as pdf format) & Submission of Final EIA-EMP Report with Mining Questionnaire, Public Hearing Proceedings, necessary supporting documents and others etc. to MOEFCC, GoI – New Delhi and Members of MOEFCC EAC Committee – Coal, New Delhi for the Appraisal of Environment Clearance and further follow up with MOEFCC.
  - (xxi) Preparation and Colour Printing of Presentation (20 Copies in hard and soft in power point as well as pdf format) for EC Appraisal with binding.
  - (xxii) Preparation, printing and binding of Annexure 1 (20 copies in hard and soft in word as well as pdf format) for submission to MOEFCC before EC Appraisal Presentation.
  - (xxiii) Presentation to EAC - Coal of MOEFCC, GoI – New Delhi will be in the scope of bidder only. Successful Bidders has to bear all the expenses of their representative(s) during meeting at MOEFCC – New Delhi.

- (xxiv) IF, EC not granted in first attempt, all necessary actions have to be taken to resolve the issues / queries, preparation of reply including colour printing, binding and its submission at MOEFCC, GoI- New Delhi.
- (xxv) Further, till the grant of Environment Clearance from Ministry of Environment, Forests & Climate Change, GoI – New Delhi, Successful Bidders will be overall responsible for the preparation, printing, binding and submission of reply and further presentation at MOEFCC.
- (xxvi) Successful Bidders will be overall responsible for the grant of Environment Clearance from Ministry of Environment, Forests & Climate Change, GoI – New Delhi from the preparation and submission of application for ToR till the grant of EC as per the guidelines of ToR, EIA Notification 2006 and further amendments thereof and other MOEFCC / GPCB guidelines.
- (xxvii) Successful Bidders shall assist GMDC in defending on all aspects pertaining to these projects with statutory agencies and will attend all the scheduled meetings.
- (xxviii) Only NABET Qualified Person shall be engaged during EIA-EMP preparation as well as all the various presentations in MOEFCC. It is also compulsory that the same NABET qualified persons should be depute for the presentations in MOEFCC for EC Appraisal, who were involved in preparation of EIA-EMP report of the these projects or aware with these project and their EIA-EMP's.
- (xxix) In case of expiry of validity of NABET Accreditation, Bidder shall be responsible to complete the work on their cost as well as risks and GMDC will not bear any expenses in such incidence.
- (xxx) Socio-economic study and SIA shall be done separately.

## 5.0 TIME SCHEDULE: TENTATIVE

The overall bifurcated time schedule after acceptance of work order will be as under:

ACTIVITY	MONTHS																	
	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18
1. Preparation and Submission of Application of ToR in MOEFCC, New Delhi.	■	■																
2. Presentation of ToR in MOEFCC, New Delhi.			■	■														
3. Site mobilization of manpower and equipments and start of Initial Data generation as per ToR & MOEFCC guidelines.					■	■	■											
4. Submission of Draft EIA-EMP Report in GMDC.								■	■	■								
5. Certification of existing EC Compliance through MOEFCC – Bhopal.	■	■	■	■	■	■	■	■	■	■	■	■	■					
6. Public Hearing.										■	■	■	■	■				
7. Submission of Final EIA-EMP with Questionnaire in MOEFF for EC Appraisal.														■	■	■		
8. Till the Grant of Environment Clearance															■	■	■	■

Note: Time Schedule can be changed on mutual understating and actual situation during the complete process of Environmental Clearance.

## **6.0 SCOPE OF ASSISTANCE FROM GMDC:**

- (i) Available information/data pertaining to the project will be provided by GMDC.
- (ii) Coordination in Arrangement for public hearing.
- (iii) Representative(s) of GMDC will be present as per the schedule for public hearing as well as EAC meetings.
- (iv) During data / information collection at project for the preparation of EIA-EMP Report and for other purposes, GMDC can provide accommodation purely on chargeable basis as applicable to guests but applicable to availability of accommodation.
- (v) Socio-economic Survey & SIA.

## **7.0 PAYMENT TERMS:**

Terms of payment will be as following:

- After 1st Visit to GMDC Corporate Office 10%
- After successfully submission of TOR Application in MOEFCC 10%
- After Grant of ToR from MOEFCC 10%
- On submission of draft EIA 10%
- After conducting public hearing & its compliance 20%
- After achieving EC Compliance Certificate from MOEFCC Bhopal 10%
- On submission of final EIA& EC Appraisal Application in MOEFCC 10%
- After 1st Presentation in MOEFCC for EC Appraisal 10%
- After grant of environment clearance from MOEFCC 10%

## **8.0 COMMENCEMENT OF WORK:**

The commencement of work will be considered from 15<sup>th</sup> day of issuance of work order. The successful bidder has to submit detailed program of the work as per given guidelines within 15 days from the date of commencement of work. The time schedule submitted by the successful bidder shall include time for obtaining required approvals, preparation of reports etc. However, if delay is caused by factors beyond reasonable control of the successful bidder, GMDC may consider such delay favourably.

## **9.0 TAXES, DUTIES & LEVIES AND STATUTORY OBLIGATIONS:**

All applicable taxes and duties etc. shall be paid additional as per prevailing rules.

“GST will be paid / adjusted / reimbursed to the contractors upon submission of proof as per prevailing rates & rules to the extent directly related to the services rendered by the contractor under the said contract subject to production of documentary proof and party will mention the GST amount separately in the invoice / bill after considering the abatement, if any.

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 at 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.

TDS will be deducted from the bills as per prescribed rule.

#### **10.0 SUBLETTING OF THE WORK:**

Successful Bidder will not sublet the work to any other agency.

#### **11.0 TENDER FEE AND EARNEST MONEY DEPOSIT:**

- (a) A non-interest bearing DD of **TENDER Fee of Rs. 2000/- (Two Thousands only)** and additional GST of Rs. 360/- (Three Hundred & Sixty only) (18% of tender fee), totalling to  $2000 + 360 = 2360/-$  (**Rs. Two Thousand Three Hundred & Sixty only**) and **Earnest Money Deposit of Rs. 1,86,000/- (One Lakh Eight Six Thousands only)** shall be submitted along with desired form provided with tender in separate sealed cover super scribed "**TENDER / EMD Fee**" in favour of GMDC Ltd. payable at Ahmedabad from banks approved by Govt. of Gujarat from time to time (except co-operative bank) in the form and manner acceptable to the Corporation. Any pending dues against invoice or any other deposit lying with the GMDC will not be adjusted against Earnest Money Deposit. 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 only EMD amount by way of crossed cheque within 30 days but only after receipt of written request.
- (c) Tender Fee is non refundable and EMD of successful bidder will be adjusted in Security Deposit.
- (d) If the party does not accept the LOI / work order issued by G.M.D.C., then EMD amount paid by the bidder will be forfeited.
- (e) EMD will not bear any interest.
- (f) Liquidated damages may be recovered from EMD.

#### **12.0 SECURITY DEPOSIT:**

- (a) The contractor shall have to deposit Security Deposit @ 5% (including EMD) of the total contract value as per the requirement given in LOI on or before the receipt of work order by way of DD in favour of GMDC Ltd. payable at Ahmedabad from banks approved by Govt. of Gujarat from time to time (except co-operative bank) in the form and manner acceptable to the GMDC.
- (b) If the contractor does not pay Security Deposit or does not fulfil any of the terms & conditions of this e-Tender, Earnest Money Deposit paid by such bidder shall be liable to be forfeited by the GMDC.
- (c) Security Deposit paid by the contractor shall be liable to be forfeited by the GMDC, if he is not adhere to maintain the terms & conditions of the e-Tender.

- (d) Security Deposit paid will be refunded within 3 months after the completion of the work satisfactorily.
- (e) Security Deposit will not bear any interest.

**13.0 NO RELAXATION OF EMD/SD.**

No relaxation will be made for EMD / SD.

**14.0 ACCEPTANCE OF LOI:**

If the contractor does not accept the Letter of Intent issued by GMDC, the EMD paid by him will be forfeited.

The order will be awarded to the technically and commercially qualified and responsive Successful Bidder, who bid in conformity of the requirement of the specifications of the tender document. A responsive Bid is one which accepts all the terms and conditions of the specifications and tender documents without any major modifications. A major modification is one which affects in anyway the prices, quality, quantity or which limits in any way the responsibilities or liabilities of the Successful Bidder or any right of the Tenderer (GMDC).

**15.0 LIQUIDATED DAMAGES:**

The Successful Bidders shall be responsible for “Appointment of NABET Accredited Consultant for Environmental Clearances from Ministry of Environment, Forests & Climate Change, GoI – New Delhi for Lignite Capacity Expansion from 2.4 to 4.8 MTPA at Mata no Madh Project, Dist. Kutch (Gujarat) & from 3 to 5 MTPA at Surkha (N) Project, Dist. Bhavnagar (Gujarat)”. as specified / described under the scope of work in this tender and technical document in accordance with sound and established practices, regulations applicable, for the purpose(s) specified, free from defects and suitable for respective uses intended.

The successful bidder will be required to complete the entire job at the satisfaction of GMDC”. In case the successful bidder fails to complete the work in the event at the utmost satisfaction of GMDC, liquidated damages @ 1% per week of the total subject to a maximum of 10% of the total fees payable shall be levied on the successful bidder. GMDC shall be entitled to deduct such damages from the dues that may become payable to the successful bidder.

**16.0 ACCEPTANCE OF GENERAL TERMS & CONDITIONS:**

The bidder should unconditionally accept all the terms and conditions of the contract by signing & stamping on each page of the technical bid document of the tender including the annexure.

**17.0 BLACK LISTING OF THE BIDDER:**

The Bidder or its directors should not have been black listed by any Government Organization, or 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.

**18.0 NON FULL FILAMENT OF TERMS & CONDITIONS & TERMINATION OF THE CONTRACT:**

If the Successful Bidders fails to carry out the work as per terms and conditions of the contract to the satisfaction of GMDC, GMDC shall be entitled to terminate the contract and forfeit the EMD / Security Deposit paid by the Successful Bidders.

If required, for any reason, 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 Successful Bidders without incurring any responsibility.

**19.0 JURISDICTION:**

The Court at Ahmedabad in Gujarat State only will have jurisdiction to deal with and decide any legal dispute or contravention between the parties hereto.

“Matter relating to any dispute or difference arising out of this e-Tender and subsequent contract shall be subject to the exclusive jurisdiction of Courts at Ahmedabad only”.

**20.0 ARBITRATION:**

The parties shall endeavour, in the instance, to resolve any dispute, disagreement or difference arising out of or in connection with this Agreement, including any question regarding its interpretation, performance, existence, validity, termination and the rights and liabilities of the Parties to this Agreement (a “Dispute”) through good faith negotiations.

“All questions, disputes, differences and/or interpretation of tender & subsequent agreement whatsoever, which may at any time arise between the parties to this tender & subsequent 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.”

## 21.0 FORCE MAJEURE:

a) Force majeure is herein defined as any cause which is beyond the control of the Contractor or the GMDC as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

i) natural phenomena such as flood, draughts Cyclone, earthquake and epidemics, declaration of war

ii) Acts of any government, including but not limited to war, declared or undeclared priorities, quantities, embargoes, providing either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such cases.

b) The Contractor will advise, in the event of his having resort to this clause by a registered letter duly certified by the statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition. In the event of delay lasting over two months, if arising out of Force Majeure, the contract may be terminated at the discretion of the GMDC.

c) For delay arising out of Force Majeure, the Contractor will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of force Majeure and neither company nor he Contractor shall be liable to pay extra costs (like increase in rates, remobilization, advance, idle charges for labour and machinery etc.) provided it is mutually established that the Force Majeure conditions did actually exist.

d) If any of the Force Majeure conditions exists in the place of operation of the Contractor even at the time of submission of bid he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations

f) The Contractor of the GMDC shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/ or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time given though such cause any occur after Contractor's performance of his obligations has been delayed for other causes.

Applicability:

1. Force majeure will be considered in following situation only.

a) In case which is beyond the control of the parties to the contract.

b) The unforeseen event which could not be presumed at the time of finalization of the contract.

c) Any event which could not be foreseen with a reasonable amount of diligence by the parties to the contract. An incidence of natural calamities such as flood, draught, cyclone, earthquake and epidemics, declaration of war may be treated as force majeure.

2. The parties to the contract affected by force majeure should give at least 15 days written notice under proper receipt of his intension to consider certain period as Force Majeure from the date of occurrence of event leading to force majeure.

3. The parties to the contract affected by force majeure should also indicate in the notice about all possible steps taken to reduce the adverse effect of the force majeure event.

4. If the effect of force majeure is likely to affect the parties of the contract for more than 2 months then contract may be terminated with mutual consent.

5. In case of force majeure condition, GMDC reserves the right to extend the period of the contract suitably and liquidated damages may be reviewed during the force majeure period.

However, in no case, GMDC will pay any compensation towards force majeure period nor any compensation will be paid for idle machinery and manpower.

**22.0** Successful Bidders will abide by all the statutory regulations applicable at the project e.g. Mines Act, Factory Act and other related Law & Regulations etc.

**23.0** Successful Bidders is abide by all the conditions of this e-Tender as well as the terms and conditions mentioned in the tender document published for this work.

**24.0** The work carried out during the Monsoon period may be take care off.

**STATUS OF BIDDER FOR EIA-EMP & EC AT MATA NO MADH, DIST. KUTCH &  
SURKHA (N), DIST. BHAVNAGAR PROJECTS**

<b>Name of the Bidder</b>	
<b>Full Address</b>	
<b>Telephone No.</b>	
<b>Fax No.</b>	
<b>E-Mail Address</b>	
<b>Name and Designation of Authorized person</b>	
<b>Copy of last three years Balance Sheet</b>	
<b>Detail and address of partners, if any</b>	
<b>Name of bankers with full address and telephone no.</b>	
<b>Details of QCI-NABET Certificate of EIA Consultant and its validity. (Please attach copy of certificate)</b>	
<b>Detail of MOEFCC Accreditation</b>	
<b>Details of PAN No. (Please attach copy)</b>	
<b>GST Registration Details with copy of certificate.</b>	

**Note: Bidders are requested to submit supporting documents duly signed and stamped for above asked.**

**Annexure – II**

**DETAILS OF RELEVANT WORK CARRIED OUT BY THE BIDDER FOR EIA-EMP & EC AT MATA NO MADH, DIST. KUTCH & SURKHA (N), DIST. BHAVNAGAR PROJECTS**

<b>S. No.</b>	<b>Contract No. &amp; Date / Year</b>	<b>Client</b>	<b>Details of work</b>	<b>Value of work</b>	<b>Completion period as per contract</b>	<b>Actual date of completion</b>	<b>Remarks</b>

**Note: Bidders are requested to submit supporting documents like copies of work orders & / or completion certificate.**

**Annexure – III**

**DETAILS OF SKILLED MANPOWER FOR EIA-EMP & EC AT MATA NO MADH, DIST. KUTCH & SURKHA (N), DIST. BHAVNAGAR PROJECTS**

<b>Particulars of skilled manpower deployed on</b>	<b>Qualification and Year</b>	<b>Strength (Nos.)</b>	<b>Experience (Years)</b>

**Note: Bidders are requested to submit supporting documents including Copies of staff qualification certificate / bio-data and experience certificate etc. for above asked. Copies of NABET Qualification Certificate must also be provide.**

**Annexure IV**

**EQUIPMENT MANUFACTURING FACILITY DETAILS FOR EIA-EMP & EC AT MATA NO  
MADH, DIST. KUTCH & SURKHA (N), DIST. BHAVNAGAR PROJECTS**

<b>S. NO.</b>	<b>DETAIL OF EQUIPMENTS</b>	<b>QUANTITY</b>	<b>REMARKS</b>

**PRICE BID**

**“Appointment of NABET Accredited Consultant for Environmental Clearances from Ministry of Environment, Forests & Climate Change, GoI – New Delhi for Lignite Capacity Expansion from 2.4 to 4.8 MTPA at Mata no Madh Project, Dist. Kutch (Gujarat) & from 3 to 5 MTPA at Surkha (N) Project, Dist. Bhavnagar (Gujarat)”.**

<b>Sr. No.</b>	<b>Description</b>	<b>Total Contract Value – Rs. (Exclusive Applicable Tax)</b>
1	“Appointment of NABET Accredited Consultant for Environmental Clearances from Ministry of Environment, Forests & Climate Change, GoI – New Delhi for Lignite Capacity Expansion from 2.4 to 4.8 MTPA at Mata no Madh Project, Dist. Kutch (Gujarat).	
2	“Appointment of NABET Accredited Consultant for Environmental Clearances from Ministry of Environment, Forests & Climate Change, GoI – New Delhi for Lignite Capacity Expansion from 3 to 5 MTPA at Surkha (N) Project, Dist. Bhavnagar (Gujarat)”.	
3	TOTAL	

## **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

**Subject: e-Tender for “Appointment of NABET Accredited Consultant for Environmental Clearances from Ministry of Environment, Forests & Climate Change, GoI – New Delhi for Lignite Capacity Expansion from 2.4 to 4.8 MTPA at Mata no Madh Project, Dist. Kutch (Gujarat) & from 3 to 5 MTPA at Surkha (N) Project, Dist. Bhavnagar (Gujarat)”.**

Dear Sir,

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

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

Yours faithfully,

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**Signature and Stamp of the contractor**