

**Gujarat Mineral Development Corporation Limited
Ahmedabad**

Tender

Online Tender No.: GMDC/HRD/Ambulance-Tender/01/2018-19, July, 2018

**For providing Ambulance at Mata no Madh and Umarsar projects of
Gujarat Mineral Development Corporation Limited
in Gujarat State**

**Our website to refer Online Tender: www.gmdcltd.com
N Procure website to refer Online Tender: <https://www.nprocure.com>**

Tender issued by

**Chief General Manager
Gujarat Mineral Development Corporation Limited
Ahmedabad**

Tender Processing Fee: Rs. 5000/- plus GST @ 18%

Total Pages: 18

**Gujarat Mineral Development Corporation Limited
Ahmedabad**

Online Tender No.: GMDC/HRD/Ambulance-Tender/01/2018-19, July, 2018

Tender Copy

**For providing Ambulance at Mata no Madh and Umarsar projects of
Gujarat Mineral Development Corporation Limited
in Gujarat State**

Following information along with the Tender Documents are required to be furnished:

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Tenders duly filled-in online shall be accepted up to 16:00 hours on 20/08/2018 and online Technical Bids shall be opened in the presence of the bidders on 21/08/2018 at 16:00 hours at GMDC's Head Office, Ahmedabad.

**Gujarat Mineral Development Corporation Limited
Ahmedabad**

Tender Notice

Online tenders under two-bid systems are hereby invited from the Transport Contractors having recognition with vast experience, economically sound and confident with credit to complete the job for providing Ambulance to operate on contract basis for Mata no Madh and Umarsar projects of the Gujarat Mineral Development Corporation in Gujarat.

Draft of Tender Processing Fee and EMD alongwith the Technical Bid shall be submitted in the Registry Department on 5th Floor of the GMDC on 20/08/2018 up to 16:00 hours. Technical Bids of those bidders whose Draft of Tender Processing Fee and EMD received within time limit shall be opened on 21/08/2018 at 16:00 hours through Online Tender System.

Technical bids of the bidder shall not be considered for evaluation if the bidder fails to submit Tender Processing Fee & EMD within the stipulated time as mentioned above.

GMDC reserves right to accept and/or reject and/or split the work without assigning any reasons thereof.

The address for obtaining digital signature regarding online tender and registration for training for the same is as under:

**(n)Procure Cell
(n) Code Solution, Division of GNFC
403, GNFC Info Tower, Bodakdev
Ahmedabad – 380 054 (India)
Tele No. 079-26857316/17/18 Fax No. 079-25857321
Toll Free 1800-233-1010 E-mail: nprocure@gnvfc.net**

**Gujarat Mineral Development Corporation Limited
Ahmedabad**

Detailed Tender Notice

Online tenders under two-bid systems are hereby invited for providing Ambulance of model 2017 or thereafter to operate on contract basis for Umarsar and Mata no Madh projects of the GMDC in District: Kutch, Gujarat as per details given herein below:-

1. The estimated details of Ambulances and their requirement in various projects are as under, which is subject to vary, according to the future requirement of the GMDC. It is compulsory to submit rates online for the present requirement of Ambulance for various projects.

Sr. No.	Project Name& Address	Nos. of Ambulance	Monthly Fix K.M.	Working Hours
1	Lignite Project Mata no Madh Ta: Lakhpat Dist. Kutch	01	3000	24
2	Lignite Project Umarsar Ta: Lakhpat Dist. Kutch	01	3000	24

The number of above ambulances shall be increased or decreased as per the requirement at the relevant point of time. The present requirement is as above. The contractor shall have to provide ambulance from any of the above project upon requirement at any of the projects/head office of the GMDC during the contract period with the same rates and condition.

2. Specification of Ambulance

The bidder is required to provide the Ambulance make in by “Force Motors’ having model No.3050 WB Ambulance and/or 3350 WB Ambulance model year 2017 or thereafter and having capacity of 8 + 1 Driver + 1 Patient. Further the Ambulance of the abovementioned make in company also consists of Oxygen Cylinder with complete Kit (Regulator, Flow Meter and Mask), Air Conditioned, Resuscitator adult and paediatrics, with curtain and in accordance with the rules of the Central Motor Vehicles Rules as approved by time to time from the office of the RTO.

3. Duration of Contract:

The duration of the Contract shall be of two years from the date of award of contract, which may be extended for a further period of one year on the same terms and conditions of the contract taking into consideration the requirement of the GMDC and the quality of services provided by the contractor.

4. Validity of Tender Offer:

The offer of the concerned party shall remain valid for 120 days from the date of opening the Online Tender and if required by the GMDC, the said offer shall be treated valid for further period of 30 days.

Work Order for execution of contract shall be issued to the party whose bid is accepted. After the issue of the work order, the vehicles shall be made available at the projects within 60 days mentioned in the work order such as Umarsar and Mata no Madh so as to commence the work.

The GMDC reserves the right to accept or reject any bid or to accept whole or a portion of tender as it may deem fit, or to assign work to more than one bidder.

It is necessary that interested parties may carry out self study of the site condition before submitting their bids.

5. Eligibility Criteria of the Bidder

The bidder should have any of the following type of work order of at least one year for providing vehicles to Government/Semi Government/ Municipality / Corporation/Private Company in the last seven years ending on 31.03.2018. Certified copy of the same shall be submitted.

- (1) 3 Similar works each costing not less than 40 % of the estimated contract value i.e. 40% of Rs. 40 lakh (Excluding Taxes).
- (2) 2 Similar works each costing not less than 50 % of the estimated contract value i.e. 50% of Rs. 40 lakh (Excluding Taxes).
- (3) 1 Similar works costing not less than 80 % of the estimated contract value i.e. 80% of Rs. 40 lakh (Excluding Taxes).

“Similar work means and includes to provide light motor vehicles i.e. Ambulance, Van, Jeep, Car and other light motor vehicles.

- b. Bidder shall submit Balance Sheet for the financial year 2016-17 and a copy of I.T. Return. The bidder shall have average turnover of 30 % of the estimated contract value for the last three years. The estimated contract value is mentioned above. The Balance Sheet should be audited by a chartered accountant and Membership Number of the chartered accountant shall be affixed on the balance sheet. If the partnership firm is created in recent past than in that case the I.T. Return of the individual person may be taken into consideration for the purpose of qualification of the bidder.

Note: Following documentary evidence should be submitted with respect to (a) and (b) above pertaining to single work order, balance sheet, I.T. Return etc. If the prospective bidder fails to submit the aforementioned documents alongwith the technical bids, then the bids submitted by the bidder shall be out rightly rejected without assigning any reason whatsoever in nature.

The term 'Bidder' for the above purpose shall mean and includes following:

- The person/proprietor who has quoted rates with reference to the Tender, and or
 - If the bid is submitted by the firm than that firm, and or
 - If the bid is submitted by the Partnership firm than that partnership firm of partners of the firm and or
 - If the bid is submitted by the company, that company.
- (a) The decision of the GMDC with regard to deciding the overall eligibility of a bidder after evaluation of technical bid shall be final.
- (b) GMDC reserves right to ask any additional information/documents from any bidders after opening of technical Bid.
- (c) Complete details as desired in the tender document alongwith relevant documents shall be submitted online system and also in person in a sealed envelope. Demand Draft for tender fee and earnest money shall be submitted alongwith the same in the name "GMDC Ltd., Ahmedabad". Online tender without tender fee and earnest money shall not be accepted. The tender fee and earnest money draft alongwith the technical bid must reach at the registry department on 5th Floor on or before date: 20/08/2018 at 16:00 hours.
- (d) Submission of false or incorrect information, history of delaying in completion of work, reports of unprofessional conduct amongst other things shall be sufficient grounds for disqualification of technical bid.

Tender Processing Fee: Rs. 5000/- plus GST @ 18%

Earnest Money Deposit

Work Description	Amount of Earnest Money Deposit in Rs.
To Provide Ambulances at Mata no Madh and Umarsar Projects of GMDC	2% of the estimated value(Rs. 80,000/-)

6. General Terms and Conditions

- (i) The bidder shall quote rates for vehicles as per the project mentioned at work description. It is desirable that the bidder offers rates in accordance with his financial and administrative capabilities.
- (ii) The vehicle shall be registered as "Ambulance" in the RTO. No delivery Van and/or Fabrication in vehicle for the purpose of Ambulance shall be considered.
- (iii) The GMDC reserves right to accept or reject any bid or to accept whole or a portion of tender as it may deem fit, or to assign work to more than one bidder.
- (iv) Each bidder shall quote rates for vehicles as per Annexure 'B' through online only.
- (v) Each bidder shall furnish complete details of regarding experience as per

Annexure 'A' shall be submitted. The bidder shall submit both these statements alongwith necessary proof in hard copy alongwith the technical bid.

- (vi) The bidder whose bid is accepted shall have to enter into an agreement on Rs. 100/- non-judicial stamp paper (to be provided by the contractor) within 30 days from the date of acceptance of L.O.I.
- (vii) The work order shall be issued to the bidder whose bid is accepted. The bidder shall carry out procedure regarding deployment of his vehicles within the 60 days.
- (viii) The bidder shall sign and stamp each and every page of the tender document in confirmation that all the conditions mentioned in the tender are agreed to the bidder.
- (ix) The bid will be treated as non-responsive if it is found that the rates quoted by the bidder are contrary to the Tender requirement.

7. Personal presence on the date of opening of online tender is desired.

8. Following information shall be submitted with the online tender document.

- (i) Demand Draft of Tender Processing Fee and Earnest Money alongwith online technical bid shall be submitted at Registry Department on 5th floor on 20/08/2018 up to 16:00 hours.
- (ii) Complete detail about experience of transport bidder as per Annexure 'A' – in hardcopy
- (iii) Annexure 'B' shall compulsorily be submitted online. Tender of those bidders shall be rejected whose price bids are not submitted in the format prescribed by the GMDC. It is compulsory to quote rates online.
- (iv) The contractor, to whom work order is issued, shall submit the receipts of payments of all types of tax, insurance and certified copy of registration book for his vehicle at the concerned project of the GMDC. The vehicles shall be deputed at the concerned project thereafter.

9. In case the bidder may not remain present at the time of opening of bids and on account of the same if the bidder wants to depute his representative, the bidder shall issue authority letter to his concerned representative. Bidder is required to visit the mines sites/Project sites of the GMDC before submitting online tender and it is advisable to carry out study of the site condition. The GMDC believes that all the conditions are understood properly and then only the tender is submitted and no complain in this regard shall be considered. It is understood that the bidder offers rates, in accordance with his financial and administrative capabilities.

10. Detail hardcopies of documents are required to be enclosed. The hard copies of the documents shall be submitted in a sealed envelope alongwith the technical bid and this envelope should be superscripted prominently as "Online Tender For **providing Ambulance at Mata no Madh and Umarsar projects of Gujarat Mineral Development Corporation Limited in Gujarat State**" and name, address should be mentioned at the left lower corner of the envelop.

11. Online tender document shall be rejected for the following reasons:

- (i) The bidder fails to submit the bid within the time limit prescribed by the GMDC than in that case the bid submitted by the bidder shall be rejected without assigning any reason thereof.
- (ii) If during the tender process and after finalization of tender process, it is found that the bidder has failed to provide complete information than the bid submitted by the bidder shall be rejected.
- (iii) The bidder is required to submit the tender copy with his stamp and signature. If the bidder fails to submit the copy of the tender with his signature and stamp than also the bid cast by the bidder shall be rejected without assigning any reasons thereof.
- (iv) The bid of the bidder shall be rejected if the bidder has made conditional offers. Conditional Offers cannot be accepted on any count and the same shall be resulted into rejection of the bid submitted by the bidder.
- (v) If the bidder fails to comply with the terms and conditions of the Tender than also the bid submitted by the bidder shall be liable to rejected by the GMDC.
- (vi) If it is observed that the bidder has intentionally provided false information than in that case, the bid cast by the bidder shall be rejected.
- (vii) Scanned copy of the draft of Tender Fee and Earnest Money shall be produced along with the online tender document and shall be submitted personally in the Registry Department on 5th Floor on latest by 20/08/2018 at 16:00 hours, in case of failing to do so the bid of the bidder shall be rejected.
- (viii) If the bidder does not fulfil the eligibility criteria as mentioned above than in that case also the bid submitted by the bidder shall be rejected out rightly.
- (ix) The bidder is required to provide the information as desired by the GMDC. If at all during the tender process and after completion of tender process, it is found that the bidder is blacklisted/debarment by the Government of Gujarat in that case the bid cast by the bidder shall be liable to rejected.
- (x) Failing to adhere any conditions of this Tender.

12. Bid and other material

Rates for all the vehicles mentioned in online tender shall be quoted considering the manpower, materials, diesel, maintenance and all taxes and other materials, other than Goods & Service Tax (GST) on vehicle hire charges. No escalation in the rates except diesel will be given to the contractor due to any reasons whatsoever in nature.

Note: If the Diesel price increases/decreases, the additional/deducted rate shall be calculated on the basis of 12 km/litre. The increase/decrease in diesel price shall be considered for the number of kilo-meters for which the vehicle is used. An example in this regard is as under:

For example: Per Ambulance/per month kilo-meters fixed by the GMDC are 3000
Actual use of kilo-meters per Ambulance /per month is 2400

Rate of diesel on the date of opening of technical bid is Rs. 50/litre

New rate of diesel is Rs. 52/litre

Difference of diesel price is Rs. 2/-

Calculation: If the Ambulance runs on an average of 12 kilo-meters per litre, it requires 250-litre diesel for 3000 KM.

However, if it is used for 2400 kilo-meters then average consumption of diesel comes to 200 litre. Accordingly, after calculating the difference of Rs. 2/- per kilo-meters, the Corporation requires to make additional payment of Rs. 400. (This calculation shall be applicable for both the cases of increase or decrease).

13. While submitting Online Tender

- (a) It is compulsory to quote project wise online price in the price bid in Annexure 'B'. (price shall be quoted in the format prescribed by GMDC without mentioning any condition)
- (b) In case of any further information or clarification, General Manager (HR) may be contacted.

14. Opening of Online Price Bids

Only technically qualified bidder's Price Bid shall be opened online. The concerned bidder shall be informed separately through letter/SMS/e-mail regarding opening of price bid so that they can view the details at their own.

The Grand Total of Rate quoted in column (6) of Annexure-B will be taken as the base rate for deciding the lowest bidder (L1) for both projects. No part quantity offering within the project will be accepted (i. e: it is compulsory to quote the rate for both projects in order to qualify in tendering process). The rate quoted should in no case be the conditional and the offer must include all charges like Diesel cost, Driver, maintenance, road passing, RTO Tax, Insurance, other charges taxes / duties associated and other incidental expenses with running of the Ambulance except the toll taxes which would be reimbursed by GMDC on production of the original receipt. During the period of contract, if any new tax is imposed by Govt. On hiring charges the same shall be reimbursed by GMDC on submission of original receipt as a proof of depositing with the Govt. by the contractor.

15. Payment of wages & allowances to the driver in case the vehicle is sent out of Gujarat

It is compulsory that the payment of wages should be paid through bank. In case the vehicle is sent out of the Gujarat, the driver shall be paid Rs. 100/- for 6 to 12 hours and for more than 12 hours at Rs. 200/- per night allowance shall be paid. Driver shall not be paid overtime by GMDC.

16. Running of Vehicle and Its Maintenance

- (i) The contractor shall be responsible for carrying out required maintenance and to fit spare parts in the vehicle in order to run the vehicle in good condition.
- (ii) The contractor shall bear all the costs to run the vehicle such as fuel, oil, salary of drivers, bonus, maintenance and premium of third party insurance and other necessary expenses.
- (iii) The contractor shall maintain required registers for mines safety/factory and follow all rules and shall bear the cost thereof as per law.
- (iv) The contractor shall pay all duties such as Goods & Service Tax (GST), road tax and all other tax for each vehicle and shall have accidental insurance policies for all the vehicles and shall produce details and receipts of payments of premiums thereof.
- (v) In case due to any of the reasons if the contractor fails to provide the vehicle for any number of days in a month, one and half times rent for such number of days shall be deducted from the bill of that month.
- (vi) In the event of breakdown/accident during the shift hours or the contractor withdraws back his vehicle due to any of the reasons; in such case the contractor at his own cost shall make alternate arrangements. Failing to do so, the GMDC shall make alternate arrangement itself on behalf of the contractor and cost thereof shall be recovered from the bill of the contractor. Making alternate arrangement becomes the primary responsibility of the contractor.
- (vii) It is necessary to have insurance policies for all the vehicles. In case of accident, the contractor shall be responsible for all types of compensation and shall also bear court/legal expenses arising out of the same.
- (viii) The contractor is under an obligation to adhere all the provisions and rules of Contract Labour and Provident Fund. Moreover, the Contractor shall have to adhere to the laws like Mines Act, Factories Act, Employees Provident Fund Act, Minimum Wages Act, Motor Vehicles Act, Payment of Wages Act, Payment of Bonus Act, Employees Compensation Act, etc. The above list is not exhaustive. Further the contractor shall have to maintain all the required statutory registers and submit the returns before stipulated time. Any change and/or variation and/or introduction of new law shall be made applicable to the contractor.
- (ix) In case of damage to the property of the GMDC, injury or loss of life due to accident during the continuation of contract period, the contractor shall be liable for the total payment towards damages or compensation.
- (x) The contractor, getting work order, shall fix a board superscripting “On Duty GMDC)” (along with the logo of the GMDC) on the vehicle.
- (xi) The contractor shall take due care with regard to proper dressing of the driver while the driver is on duty. Further with regard to uniform of the driver, the contractor is under an obligation to follow the direction issued by the Statutory Authority.

17. Maintenance of Log Book

Driver of each vehicle shall maintain records of kilometre readings and log book for the same shall be filled on day to day basis. Reading of start meter and end meter shall be noted in log book and the driver shall obtain signature of the officer authorised for the same on daily basis.

The concerned driver shall ensure that speedometer of vehicle is in working condition and shall get it repaired immediately in case of fault, if any, in the same and the officer authorised in this behalf shall be informed immediately. In case of non-working of speedometer, the number of kilo-meters certified by the Project Officer shall be accepted.

The place of parking shall be decided by the Contractor to park the vehicle after completion of the official duty. Payment of running vehicle from the place of parking to the place of duty shall not be paid, meaning that this cost shall be borne by the contractor.

18. Running of Kilo-meters

In case the vehicles run more than the monthly kilo-meters prescribed, the payment for those additional kilo-meters shall be made at the end of every three months as per the rate quoted in the tender and on completion of three months the number of unused kilo-meters remained credit during these three months period shall be adjusted against use of such additional kilo-meters.

For example:

Month	Minimum Monthly K.M. fixed per Ambulance	Actual monthly K.M. used per Ambulance	For appropriation of kilo-meters
March	3000	2700	Payment for the kilo-meters prescribed
April	3000	3200	Payment for the kilo-meters prescribed
May	3000	3300	Payment for the kilo-meters prescribed plus for 200 kilo-meters used additionally shall be adjusted in the bill for the month of May
Total	9000	9200	

19. Providing additional vehicle

In case of need of additional ambulance by the GMDC during the currency of the contract, the contractor shall have to provide the additional ambulance in accordance with the agreed terms and conditions of the tender. If the contractor is not in a position to provide additional ambulance in time limit, the GMDC shall have powers to hire vehicle from other source/s.

20. Earnest Money

Bidder shall enclose a demand draft of earnest money @ 2% of the Contract Value i.e. Rs 80,000/- in favour of GMDC Ltd., Ahmedabad. This draft shall be submitted along-with the Technical Bid. The earnest money of those bidder/s whose online bid is accepted shall be converted as Security Deposit.

- (1) No interest shall be paid on earnest money/security deposit.
- (2) The amount of earnest money of unsuccessful bidders shall be refunded to the unsuccessful bidders within 30 days after issuance of Work Order. The request for refund of Earnest Money Deposit by the unsuccessful bidder shall be made in writing.

21. Security Deposit

- (a) The Contractor shall furnish a Security Deposit amounting to Rs. 2,00,000/- (Rs Two Lakh only) through DD or Bank Guarantee or FDR from Banks approved by Govt. of Gujarat from time to time except co-operative Bank in favour of GMDC Ltd payable at Ahmedabad.
- (b) The amount of SD is to be deposited through Demand Draft or Bank Guarantee or FDR from Banks approved by Govt. of Gujarat from time to time except co-operative Bank in favour of GMDC Limited, Ahmedabad, within 30 days of the issuance of such communication of acceptance of tender/Letter of Acceptance, for due fulfilment of all or any of the terms & conditions of the contract.
- (c) The Security Deposit shall not bear any interest. The entire Security Deposit shall be refunded after six months of the expiry of contract, provided always that the Contractor has been first paid all the bills including his final bill subject to deductions as are permissible under these terms and all other dues to the GMDC arising out of this contract, if any, have fully met by the contractor and the Contractor has rendered "No Claim and No Dues Certificate" to the GMDC.
- (d) The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the GMDC, should the contractor either fail to fulfil the contractual obligations or fail to settle in full, his dues to the GMDC. In case of premature termination of the contract, the Security Deposit will be forfeited and the GMDC will be at liberty to recover the loss suffered by it from the Contractor.
- (e) The GMDC may deduct from the Security Deposit any sum due and any other sum that may be fixed up by the GMDC as being the amount of loss or losses or damages suffered by it due to delay in performance and/or non-performance and/or partial performance of any of the terms of the contract.
- (f) All compensation or other sums of money payable by Contractor to the GMDC or recoveries to be made under the terms of this contract may be deducted from any sums which may be due to the Contractor from the GMDC on any account and in the event of the such amount being insufficient the Contractor shall within ten days of such shortfall make good in case, failing which the balance amount shall be recovered by way of issuing demand notice.

- (g) In the event of S.D. amount being insufficient, then the balance recoverable amount shall be deducted from any sum, then due or which at any time thereafter may become due to the contractor. The Contractor shall pay to the GMDC on demand any balance remaining due.
- (h) In the event of security amount at any time during the currency of the contract failing short of the specified amount, the Contractor shall forth with make good the deficit on demand, so that the total amounts of Security Deposit will not at any time be less than the amount so specified. The GMDC may recover the same by way of additional deductions from bills.
- (i) No interest is payable on Security Deposit amount.
- (j) In case of enhancement of quantum of work, due to any reason, the contractor shall furnish additional security deposit amount. This security will be progressively recovered from the payment due to the contractor.

22. Goods & Service Tax

Goods & Service-Tax will be paid / adjusted / reimbursed to the contractor as per prevailing rates and rules as per G.S.T Act to the extent directly related to the services rendered by the contractor under the said contract subject to production of documentary proof and the contractor will mention the Goods & Service-Tax amount separately in the invoice / bill after considering the abatement, if any. Contractor has to provide its GST No. before commencement of work.

23. Payment of Bills

100% amount of the total bill shall be paid by the concerned Project Offices within 7 days from the submission of the bill. The payment shall be released through bank only. The contractor shall submit bills along-with, Wage Register, Attendance Register, PF Challan-ECR Copy and all other statutory document in first week of each month at the concerned Project Offices. For the purpose of verification of kilometers, log book duly signed and stamped by the competent officer of GMDC shall be submitted along-with the bill. Further, for payment of Goods & Service Tax the payment receipt of the Goods & Service Tax shall be submitted at the concerned Project Office and upon submission of the same, 100% amount paid towards Goods & Service Tax shall be reimbursed to the contractor by the concerned project office. It is obligatory that the contractor shall make payment of salary to his staff on or before 7th day of every month. The payment towards Salary of contractor's employee shall be released through bank only. Deductions of TDS (Income Tax) and other applicable taxes as per rules shall be made from the bill.

24. Local Facilities and Services

- (a) The contractor shall make arrangement to bring diesel/oil from the nearby petrol pump at his own cost.
- (b) No other facility shall be provided by the GMDC. Contractor shall make all arrangement for residential, electricity, etc. at his own cost. However, GMDC may have its discretion to provide the facility subject to payment of rent and other levies and taxes as per norms.

25. Termination of Contract

The GMDC reserves the right to terminate the contract at any time during the currency of contract for following reasons:

- (i) In case of violation of the terms & conditions of tender.
- (ii) The contractor fails to supply vehicles as per tender.
- (iii) In case of misconduct, indiscipline or breach of law in any way on part of any of the employees hired by the contractor
- (iv) In case the contractor fails to follow the statutory provisions
- (v) Due to unsatisfactory services and on receipt of frequent complains

Upon termination of contract for aforementioned reasons and any other reasons attributable to contractor, the SD submitted by the contractor shall liable to be forfeited.

26. NON-FULFILMENT OF TERMS & CONDITION AND TERMINATION OF THE CONTRACT

1. If the Contractor fails to carry out the work as per terms and conditions of the contract to the satisfaction of the GMDC, GMDC shall be entitled to forfeit the security deposit paid by the Contractor. This however, shall not absolve the Contractor from his obligation to fulfil the contract. In such event, the CORPORATION 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.
2. Likewise, if the Contractor does not fulfil 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.
3. For any reasons, if it is required, the GMDC reserves rights to cancel, terminate, amend and / or alter the contract and / or bifurcate and / or 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.

27. Recovery of outstanding amount of the GMDC

Any amount or levy from the contractor on completion of the contract period shall be recovered from the security deposit.

28. Sub Contract

The contractor shall not sublet this contract to any other contractor. This means that the contractor cannot sublet the contract in any manner to any other contractor. Sub contract is strictly prohibited.

29. Jurisdiction

Matter relating to any dispute arising out of the present Tender & Subsequent Contract shall be subject to exclusive jurisdiction of courts at Ahmedabad only.

30. Arbitration

All questions, disputes, differences whatsoever which may at any time arises between the parties to this contract in connection with the contract or any matter arising out of or in relation thereto, shall be refereed to sole arbitrator as per the provision of Arbitrations and Conciliation Act. 1996 and subsequent amendment thereto. The venue of the arbitration proceedings shall be at Ahmedabad only.

31. FORCE MAJEURE

1. Force majeure is herein defined as any cause which is beyond the control of the contractor or the Corporation 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.
2. The contractor will advise, in the event of his having resort to this clause by a registered letter duly certified by the statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition. In the event of delay lasting over two months, if arising out of Force Majeure, the contract may be terminated at the discretion of the GMDC.
3. For delay arising out of Force Majeure, the contractor will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of force Majeure and neither company nor he Contractor shall be liable to pay extra costs (like increase in rates, remobilization, advance, idle charges for labour and machinery etc.) provided it is mutually established that the Force Majeure conditions did actually exist.

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.

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.

32. Prior Approval for Maintenance/Repairing

As the contract for the above vehicles is covered under the essential services, permission for carrying out repairing/maintenance shall be given for any of two days in a month with prior approval of the project authority. However, the contractor shall make his own arrangement to provide other vehicle during this period.

33. Required Notice

Till the finalisation of tender the bidder shall visit the websites of the GMDC/n Procure on daily basis and the bidder contractor shall be responsible for the same.

34. If any dispute arises about the interpretation of any condition, instruction the decision of the management of the GMDC shall be final.

**GMDC LIMITED AHMEDABAD.
STATEMENT SHOWING EXPERINCE OF WORK
IN THE LAST SEVEN YEARS ENDING ON
31.03.2018 (AS PER CLAUSE NO. 5)**

Type of work	Name, Address, Telephone/ Mobile Number of the Institution/Company by whom the work order is given in the past.	Number of LMV like Ambulance, Van, Jeep, Car and other LMV	Amount of Contract in the past with Institution/ Company.	Period of contract From----(date) To -----(date)

- NOTE: 1] Bidder should provide full details in Annexure.
2] All relevant papers should be enclosed in support of details provided above in hard copy as part of technical bid latest by 16:00 of 20/08/2018.

Bidder's Signature and Seal

GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED
PRICE – BID

Annexure – B

Name of Work: **For providing Ambulance at Mata no Madh and Umarsar projects of Gujarat Mineral Development Corporation Limited in Gujarat State**

Tender No. : **Online Tender No.: GMDC/HRD/Ambulance-Tender/01/2018-19, July, 2018**

Sr. No.	Details of Vehicles	Name of the Project with Number of Ambulance.	Monthly Fix KM/Ambulance.	Number of Ambulance	Fix Rate of Monthly KM/Ambulance/month Rs. (excluding GST)	Rate of per extra KM for minimum KM Rs.
1	2	3	4	5	6	7
1.	As per Specification provided in Point No.2 of the Tender Document, per day 24 hours and monthly 3000 K.M. per Ambulance	Umarsar – 01 No.	3000	01		
		Mata no Madh - 01 No.	3000	01		
				GRAND TOTAL		

Note: Please note the grand total of the rate quoted in column (6) will be taken as the base rate for deciding the lowest bidder (L1), if bidder is technically qualified. No part quantity offering will be accepted. It is compulsory to quote the rate for all the ambulance of both projects in order to qualify in tendering process. The rate quoted should in no case be the conditional and the offer must include all charges like Diesel Cost, Driver, Maintenance, road passing, RTO, Insurance, any other charges/taxes/duties associated and other incidental expenses with running of the Ambulance except the toll taxes which would be reimbursed by GMDC on production of the original receipt. During the period of contract, if any new tax is imposed by the Government, the same shall be reimbursed by GMDC upon submission of original receipt as a proof of depositing with the Government by the Contractor. The rate quoted at Column No. 6 shall be excluding GST.

Signature & Seal of Bidder