

**TENDER NO GMDC/BHV/SCRAP/001/21-22**

**DISPOSAL OF**

**BEML BH 35-2 DUMPERS LYING**

**AT**

**LIGNITE PROJECT, BHAVNAGAR**

**VILLAGE TAGADI POST MALPAR  
DIST. BHAVNAGAR**

**STATE: GUJARAT**

**PIN: 364002**

**Total no of  
pages:13**

**(On bidders letter pad)**

FROM :

LETTER NO. :

DATE :

To,

**GM.(Project),**

Gujarat Mineral Development Corporation Ltd.,

Lignite project ,

Bhavnagar

Village.Lakhat,

**Dist Bhavnagar,**

Sub. : **Submission of E.M.D/Tender fee . for Tender No. GMDC/BHV/SCRAP/001/21-22**

Dear Sir,

With reference to above, and as per terms & conditions of Tender, we are sending here with EMD amount as per the details given here under.

LOT NO	EMD AMOUNT in Rs	DD/PAY ORDER NO/DATE	Name of the Bank/Branch
1	10000=00		

And Tender fee DD/Pay order no : \_\_\_\_\_ dtd : \_\_\_\_\_

Name of the Bank and Branch: \_\_\_\_\_

For Rs \_\_\_\_\_

Kindly, acknowledge the stamp receipt of the same.

Thanking you,

Yours faithfully,

**NAME / SIGNATURE**

**DECLARATION BY THE BIDDER**  
**(TO BE FILLED UP BY THE BIDDER & TO BE SUBMITTED ALONGWITH**  
**THEIR TENDER)**

I/ We have fully read and understood the General Terms and Conditions of tender as and I/We are returning this Declaration sheet herewith duly signed by me/us in token of having accepted the afore seen General Terms and Conditions of Tender in to and I/We have made my/our offer accepting these Terms & Conditions. I/We fully agree that once I/We have endorsed my/our signatures) herein below all conditions whatsoever may be mentioned by me/us which may not be acceptable to you shall be deemed to be withdrawn by me/us and I/We am/are fully aware that no grievance whatsoever shall be entertained by you if our Tender / Quotation is accepted / finalized.

Signature of Bidder .....  
(Full Signature only) (Please sign in full)

Full Name of Signatory .....

Designation of Signatory .....  
(Specify whether Proprietor/  
Managing partner etc.)

Rubber stamp of company:

**Details of bidder Firm**

1. Name & Address of Bidder Firm : M/s. ....  
.....  
.....  
.....
2. Bank A/c No. .... : Name of Bank.....  
(for the Purpose of EMD/SD refund) Branch / Place of Bank.....
3. Phone No. : (Off.) ..... Mobile No.....  
(Res.) ..... Fax No. ....  
Email id GST No:  
Pan No:
4. Nature of firm : Proprietorship/Partnership/Pvt.Ltd./Public Ltd.  
(Please strike out which is Any other (specify) .....  
In applicable).

**TENDER NO GMDC/BHV/SCRAP/001/21-22**

SEALED TENDER IS INVITED FOR DISPOSAL OF SCRAP MATERIAL LYING AT OUR LIGNITE PROJECT, BHAVNAGAR, VILLAGE TAGADI, ON "AS IS WHERE IS" BASIS:

1)	LOT NO 1	BEML BH 35-2 Dumper (Project Sr.No 35) and Dumper no GJ 12AN 9794 <b>Quantity: 27.808 MT</b> (Note:- RTO REGISTRATION CANCELLATION CERTIFICATE OBTAINED BY US)  Page no 7
2)	Inspection	Scrap can be available for inspection at Lignite Project,Bhavnagar Village:Tagadi, Dist. Bhavnagar. During working hours Except holidays. Working hours, 8 AM to 4 PM : Lunch Time 12 Noon to 1 PM. Weekly Off : Sunday. (Other holidays as per Govt. Rules).Email Id: <a href="mailto:bhavnagar@gmdcltd.com">bhavnagar@gmdcltd.com</a>  Contact Person : Mr.M.M.Malik Phone No. 09727792649
3)	Tender fee	Rs. 590/- per Tender (Non refundable) by DD/RTGS. (by hand).(Rs 500+18% GST extra) Rs. 826/- per Tender (by Post).(Rs 700+18% GST extra)
4)	EMD	EMD Rs 10000/- by DD or RTGS drawn in favour of GMDC LTD payable at Bhavnagar
5)	<b>Our Bankers details for RTGS Payment</b>	<b>1)Name of Bank : Axis Bank Ltd Branch : Bhavnagar,Account No. 200010200004985,IFS Code : UTIB0000200</b>

6)	Last Date & Time of issue of Tender by Post/Hand	22/3/2022 Up to 10 a.m
7)	Last date & time of Submission of tender.	28/3/2022 Upto 3.00 p.m
8)	Date & Time of Opening the tender in Presence of bidders.	31/3/2022 Upto 3.00 pm

Note:

1. TCS will be calculated @ 1.00% or as applicable on all items & GST will be charged extra as applicable.
2. GST 18% or as applicable will be charged on **rent charges**.(For delayed lifting)
3. The corporation reserves it's right to reject any OR all the tenders without assigning any reasons thereof. Bidders must quote their prices against each item.
4. For quoted prices, instructions any to be strictly followed given under each groups of items.
5. Tender document can be down loaded from our Website [www.gmdcltd.com](http://www.gmdcltd.com). However in such case bidder has to submit tender fee Rs 590/- by demand draft/RTGS drawn in favour of GMDC LTD payable at Bhavnagar,along with tender.(Tender fee Rs 500+ 18% GST extra)

**Name & Address of Bidder.**

**TENDER NO GMDC/BHV/SCRAP/001/21-22**

<b>LOT NO</b>	<b>Description</b>	<b>UOM</b>	<b>Quantity</b>	<b>GST%</b>	<b>TCS%</b>	<b>EMD in Rs</b>	<b>HSN</b>
1	BEML BH 35-2 Dumper (Project Sr.No 35) and Dumper no GJ 12AN 9794	TON	27.808	18	1	10000	7204

**Bidders sign and stamp:**

## **GENERAL TERMS & CONDITIONS OF SALE**

- 1) Scrap is sale on “As is where is’ basis.
- 2) The corporation may increase/decrease/delete the quantity/items before delivery & may split any OR all items to one OR more parties.
  - a) The person signing the schedule of RATE(S) will be deemed to be the only authorized representative of the bidder for any or all transactions with GMDC in connection with this Tender. His signature will be considered as authorized signature.
  - b) All rates and prices in the tender should be both in figures and in words written in the schedule of Rate(s) Tender(s) containing overwritten or revised rates without being authenticated by bidder Signature is / are liable to be rejected. Should there be any variation between the rates indicated in figure and words, the higher of the two shall be considered. Taxes and duties will be extra as applicable.
- 3) Offer should accompany earnest money deposit lot wise by demand draft or through RTGS, in favour of GMDC Ltd. payable at Bhavnagar . Offers received without earnest money deposit/Tender fee will not be considered in any case. EMD will not attract any interest charges. Bidders are advised to write or affix their rubber stamp at the back of the DD towards EMD showing the name and address of their firm / company.
- 4) After opening of tenders successful bidders will be informed about acceptance of their offer, by issuing offer letter and will sent by Email/post.
- 5) After issuance of such intimation to successful tenders, they will have to obtain delivery order from stores section within 20 days time from the date of offer letter which will be issued only after payment of full value of the material / stores along with taxes/TCS for which their offers has been accepted.
- 6) .DEFAULT IN PAYMENT: In case of default in payment of the balance Sale Value within 10 days from date of Offer Letter the due payment may be made together with additional charges @ 1% per week or part thereof calculated on the Full 100% Sale Value for a minimum period of one week or multiple thereof. EMD will be adjusted towards material value only on receipt of the balance Sale Value within the prescribed time. However, this shall not confer any right to the Successful bidder to make any Late Payment of Balance Sale Value and Taxes and GMDC reserves the right not to accept the payment of the Balance Sale Value with or without the additional charges after the expiry of the free payment time.
- 7) After issuance of delivery order’s successful bidder will have to take delivery of material within 30 days time from the date of Delivery order failing which corporation may dispose of the same to any other party in any manner at the risk and cost of the successful bidder and their earnest money will be liable to be forfeited.

**Default in lifting materials:** In case of any Default in lifting of materials by the successful bidder within the prescribed free time limit, the outstanding material may be lifted within 14 (Fourteen) Days from the due date subject to payment of Ground Rent by the successful bidder directly to the GMDC for the period of delay. Ground Rent will be payable @ 1% per week. If successful bidder does not take delivery of the materials after issuing delivery order corporation will cancel delivery order without intimation to the party and will forfeit 25% amount paid against tender without giving any notice as well as take action for damaged cause to the corporation.

- 8) Bidders should quote separately for each Lot. Offers for all lots will not be considered and will be rejected except for the items specifically mentioned in the terms & conditions.
- 9) The corporation reserves the right to reject any OR all the offers for one or more or all the items without assigning any reasons thereof and is not liable to the bidders for any consequent losses or damages arising there from.
- 10) The prospective bidders are advised to inspect the material / stores at our works site during working hrs, of store office before submitting their offers.
- 11) Any conditional offer is not binding to the corporation and is liable to be rejected.
- 12) The offers should reach the corporation registry department in sealed cover super scribed with the words offer for disposed of scrap and Tender No,date of opening with due earnest money/Tender fee on or before 3.0 p.mof. 28/3/2022
- 13) Tender offers will be opened on 31/3/2022 at 3 pm. Bidders can remain present at the time of opening.
- 14) The offer/s will be deemed to have submitted on the basis that bidder has agreed to all these terms & conditions of the tenders.
- 15) The decisions of the corporation in case of dispute will be binding to the bidders.
- 16) Validity of the tender should be not less than 60 days**
- 17) The tender submitted in contravention of the terms & conditions stated herein will not be considered.
- 18) The courts at Ahmedabad in Gujarat State only will have jurisdiction to deal with and decide any legal mater or contract between the parties hereto.
- 19) Documents/Certificate prescribed in Condition 20 to 24 herein below in case of those Items / Lots which comprised “Hazardous Waste” materials within the meaning of the “Hazardous Waste (Management and Handling) Rules, 1989” –  
These Documents Certificates should be duly attested by a Notary Public :-
- 20) Corporation reserves its right to demand copy of any other document / License / Certificate issued by any Statutory / Govt. Authority in favour

- of the bidder / Successful Bidder, if required, under any Statutory or State / Central Government Act / Law / Order / Rules etc.
- 21) The sale value including GST, TCS and other charge as applicable must be paid by Demand Draft / Pay Order/RTGS drawn on any Nationalized bank in favour of GMDC Ltd., payable at Bhavnagar.
  - 22) The scrap will be sold on “As is where is” and” No complaint basis” in so far as physical condition of the same is concerned, the bidder(s) will therefore be deemed to have made themselves aware of the physical conditions, dimensions, size, weight, working conditions etc., by inspecting the materials before submitting their Tender and neither complaint nor any claim in this regard will be entertained by GMDC after the submission of the Tender.
  - 23) Where the goods are sold by unit weight or unit number basis and not on the basis of “Lot”, the quantity indicated in such cases against the respective lots are purely indicative which in actual may turn out to be more or less than the indicated quantity. In case of actual quantity turning out to be less than the indicated quantity after due completion of the lifting by the successful bidder(s), the successful bidder(s) shall not be entitled to claim any damages, loss of interest or compensation on any other account, but shall be entitled to proportionate refund only. All bidders are advised to visit our site and see all the scrap materials physically and then quote the tender in order to avoid any confusion.
  - 24) All taxes including GST or other Levies entail on the transaction under any provincial, Local or Central taxes in force for the time being or enforced hereafter, having its impact on the transaction, will be to successful bidder’s account and should be deposited by the successful bidders along with cost of the material. We are accepting payment by RTGS.
  - 25) Whatever statutory rate of GST, other Levies etc. if any, is / are assessed and applicable on the date of actual removal / lifting of materials shall be paid / payable by the successful bidder(s). Any State / Central Duties and / or Taxes indicated in the Tender catalogue and / or GMDC after letter Delivery Order or any other Letter / Correspondence of GMDC will be only indicative and any error in same will not be accepted as an excuse from the successful bidder in this regard.
  - 26) The successful bidder(s) will be responsible to comply with provisions of Sales Tax Act and concerned State and the Rules framed there under and also by the Order / Instructions issued in this behalf by the appropriate Authority.
  - 27) In case of sale of mining heavy earth moving equipment or light/heavy vehicle, delivery of vehicle will be given only after completion of RTO formalities.
  - 28) No hot-work permission shall be allowed to the successful bidder inside the principal's stockyard premises for dismantling operations, if allowed such hot-work permission would be at successful bidders cost only to the extent of facilitating the loading and transportation of the goods and subject to that successful bidder take due precaution.**

- 29) **For the purpose of removing the materials, the successful Bidder shall employ or engage only his / their own personnel and shall keep the Principal fully indemnified against any claims whatsoever including claim for wage, injuries, compensation, death etc.**
- 30) **While removing materials, if any accident or damage to the property/life etc. arises by reason of any act of negligence /omission /default or non-compliance with any of the Terms & Conditions of statutory regulations or rules and regulations applicable within GMDC'S premises, on the part of the Successful bidder's / his representative or employees resulting in death or injury to any persons or damages to the property of GMDC or any third Party then in such an event the successful bidder will have to pay compensation to any such person including the employees of GMDC for such injury / for damage to person's property of such persons. The successful bidder shall in such event keep the GMDC indemnified from any demand, claims or proceedings made.**
- 31) **In case of Goods sold on Lot Basis, the Ground Rent will be calculated on the value of the entire Lot even if lifted in part, where as in case of Goods sold on Unit Weight or Unit Number Basis, the Ground Rent will be calculated on the value of un-lifted quantity.**
- 32) **Bidders have to sign each pages of this tender document as a token of acceptance of its all terms and condition.**
- 33) The Earnest Money Deposit of all unsuccessful bidders shall be returned after Obtaining approval from our competent authority.
- 34) For taking delivery of materials successful bidder have to bring Original Delivery order, Original and True copy of Photo ID proof of driving license/Pan Card/Election Card, Original Letter pad, Rubber Stamp of your firm. In case successful bidder authorized someone, then he has to bring all documents as stated here and authorizing letter containing signature of representative on letter pad of successful bidder duly authorized by bidder signature.
- 35) Tenders once submitted cannot be withdrawn on any account.
- 36) You will also provide and maintain until the scrap is lifted by you, **'Third party liabilities and property damage insurance, Workman's compensation and road vehicle third party insurance'**.
- 37) **Since it will not be possible for us to inform each and every bidder regarding updating made in the tender after publishing it hence bidders are adviced to download and carefully study latest updated tender copy on our website [www.gmdcltd.com](http://www.gmdcltd.com) before submitting to us.**
- 38) Please write invariably your Email Id so that, Offer letter, Delivery Order etc can be mail to you quickly.
- 39) The Arbitration Clause: "Matter relating to any dispute or difference arising out of this tender and subsequent contract based on the bid shall be subject to the exclusive jurisdiction of courts at Ahmedabad only"

“All questions, disputes, differences 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 Reconciliation Act 1996 and the venue of arbitration proceedings shall be at Ahmedabad. The language of the Arbitration shall be in English”

**Price Bid GMDC/BHV/SCRAP/001/21-22**

<b>LOT NO</b>	<b>Description</b>	<b>UOM</b>	<b>Quantity</b>	<b>Rate in Rs per UOM</b>	<b>Total Value in Rs</b>	<b>Total Value in words</b>
1	BEML BH 35-2 Dumper (Project Sr.No 35) and Dumper no GJ 12AN 9794	MT	27.808			

**Note: GST and TCS will be charged extra as applicable.**

**Bidders sign and stamp:**