

GMDC/LP/ /18-19

Dates: 17<sup>th</sup> April, 2018

**NOTICE INVITING TENDER**

**TENDER NO. LP/01/18-19**

Following works are proposed to be carried out at Umarsar Lignite Mine, Umarsar, District- Kachchh, Gujarat.

- The Work of Removal of Overburden/Interburden by excavation, transportation to dumps and related ancillary activities.
- The Work of Excavation and Loading of Lignite into consumer truck/dumpers from mine face and related ancillary activities.
- Combined Work of Transportation & Unloading of lignite from mines face to Stack yard on the ground surface level and Re- Loading of Lignite into consumer's trucks from stack yard on the ground surface level and related ancillary activities.
- Interested parties may please download the Tender Document of TENDER NO. LP/01/18-19 from website: <https://gmdc.nprocure.com> & [www.gmdcltd.com](http://www.gmdcltd.com)



**General Manager (Lignite Projects)**  
**GUJARAT MINERAL DEVELOPMENT GMDC LTD.**  
**(A Govt. of Gujarat Enterprise)**  
KHANIJ BHAVAN, 132' RING ROAD, UNIVERSITY GROUND  
VASTRAPUR, AHMEDABAD 380 052  
☎ 2791 0096 (D), EPABX : 27913501, 27913200 EXTN. 1703  
FAX: (079) 2791 2195 E-mail : [tech@gmdcltd.com](mailto:tech@gmdcltd.com)  
Visit our web-site : [www.gmdcltd.com](http://www.gmdcltd.com)

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**GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED**

**TENDER NO. LP/01/18-19**

**E-TENDER**

**For**

**Following works are proposed to be carried out at Umarsar Lignite Mine, Umarsar, District- Kachchh, Gujarat.**

- **The Work of Removal of Overburden/Interburden by excavation, transportation to dumps and related ancillary activities.**
- **The Work of Excavation and Loading of Lignite into consumer truck/dumpers from mine face and related ancillary activities.**
- **Combined Work of Transportation & Unloading of lignite from mines face to Stack yard on the ground surface level and Re- Loading of Lignite into consumer's trucks from stack yard on the ground surface level and related ancillary activities.**
- **Interested parties may please download the Tender Document of TENDER NO. LP/01/18-19 from website: <https://gmdc.nprocure.com> & [www.gmdcltd.com](http://www.gmdcltd.com)**



**CIN: L14100GJ1963SGC001206**

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**FAX: (079) 2791 2195 E-mail : [tech@gmdcltd.com](mailto:tech@gmdcltd.com)**

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**TENDER NOTICE****TENDER NO. LP/01/18-19****Summary:**

<b>Place of work</b>	<ul style="list-style-type: none"> <li>Umarsar Lignite Mine, Umarsar, District- Kachchh, Gujarat.</li> </ul>
<b>Brief Description of work</b>	<p>The Contractor will be awarded -</p> <ul style="list-style-type: none"> <li>The Work of Removal of Overburden/Interburden by excavation, transportation to dumps and related ancillary activities.</li> <li>The Work of Excavation and Loading of Lignite into consumer truck/dumpers from mine face and related ancillary activities.</li> <li>Combined Work of Transportation &amp; Unloading of lignite from mines face to stack yard on the ground surface level and Re- Loading of Lignite into consumer's trucks from stack yard on the ground surface level and related ancillary activities.</li> <li>Interested parties may please download the Tender Document of TENDER NO. LP/01/18-19 from website: <a href="https://gmdc.nprocure.com">https://gmdc.nprocure.com</a> &amp; www.gmdcltd.com</li> </ul>
<b>Item wise Quantity.</b>	<ul style="list-style-type: none"> <li>Estimated qty. of Overburden/Interburden excavation = <b>225 Lakh M<sup>3</sup></b></li> <li>Estimated qty. of Excavation and Loading of Lignite from mine face = <b>15 Lakh MT.</b></li> <li>Estimated qty. of Combined Work of Transportation &amp; Unloading of lignite from mines face to Stack yard on the ground surface level and Re- Loading of Lignite into consumer's trucks from stack yard on the ground surface level=<b>0.75 Lakh MT.</b></li> </ul> <p><b>Quantities of all above works may vary subject to clause no. 8.5, 8.6, 8.7 &amp; 8.8 of Ch- I.</b></p>
<b>Period of contract</b>	The period of contract will be of 18 Months and Extension of contract period subject to Clause No.8.5 & 8.6 of Chapter-I
<b>Estimated Contract Value</b>	<b>Rs.140 Crore</b> (Rupees One Hundred forty Crore only)
<b>EMD</b>	<p><b>Rs.70 Lakh (Rupees Seventy Lakh only)</b></p> <ul style="list-style-type: none"> <li>In form 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) or</li> </ul>

	<ul style="list-style-type: none"> <li>Fixed Deposit from Banks approved by Govt. of Gujarat (except Co-operative Bank) duly lien/pledged in the name of GMDC for a period of not less than 6 (six) months from the date of opening of preliminary bid and shall be renewed from time to time in case of requirement or</li> <li>A Bank Guarantee issued by banks approved by Govt. of Gujarat from time to time(except Co-Operative bank) in the form and manner acceptable to GMDC.(Listed at Annexure-I)It should be valid for a period of not less than 6 (six) months from the date of opening of the bids.</li> </ul>
<b>Tender Processing Fee</b>	Rs. 30,000 (Thirty Thousand only) plus GST @18% payable by Demand Draft favoring "GMDC Ltd." payable at Ahmedabad.
<b>Availability of Tender document</b>	On web site <a href="http://www.gmdcltd.com">www.gmdcltd.com</a> ; <a href="https://gmdc.nprocure.com">https://gmdc.nprocure.com</a>
<b>Downloading of tender document from websites</b>	<b>From Dt.17/04/2018.</b>
<b>Last date of submission of written request for clarification if any, on Bid Document</b>	<b>26/04/2018 Up to 15:30 Hrs.</b>
<b>Pre Bid Meeting</b>	<b>On dt. 03/05/2018 at 16:00 Hrs.</b>  All the prospective and eligible bidders are requested to attend the Pre-Bid Meeting on 03/05/2018 at 16:00 Hrs. at Corporate Office, GMDC, Ahmedabad (Gujarat). Maximum two members per bidder may be allowed for the Pre-Bid meeting.
<b>Last date of on line submission of offer</b>	<b>16/05/2018 up to 15:30 Hrs.</b> on <a href="https://gmdc.nprocure.com">https://gmdc.nprocure.com</a> only.
<b>Submission of Tender fee, EMD and Supporting documents for Tech. bid</b>	<b>16/05/2015 up to 15:30 Hrs.</b> at  Corporate office, Ahmedabad.
<b>Date and time for online opening and viewing of preliminary bid.</b>	<b>16/05/2018 at 16:30 Hrs.</b>

- GMDC reserves absolute right/discretion to accept and/or reject any or all the tenders received or invite fresh bid at any stage or split the work between one or more Bidders as the case may be.
- The Bidders are required to quote the rate strictly as per the terms and conditions mentioned in the Tender document. The conditional tender shall not be entertained and will be liable for outright rejection.

4. GMDC may issue amendments/corrigendum in the tender documents, schedule, forms etc. at any time during the period between publication of notice and submission of bids of the tender on website. The Bidders in their own interest are advised to visit the website regularly till the last date of submission of the bid.
5. GMDC reserve the rights to modify or alter any Condition of the Tender.
6. The Bidders are advised to submit their bids on line on <https://www.gmdc.nprocure.com>.
7. Failure to submit bid on online in stipulated time due to any reason whatsoever by any Bidder shall result in disqualification of bid. In such circumstances, bid submitted physically for supporting documents, tender fees, EMD amount etc. shall not be considered as bid submitted and returned back to Bidder without opening the same. GMDC reserves the right to take suitable decision as deemed fit.



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## **Chapter I: Brief Introduction**

### **1. GMDC:**

Gujarat Mineral Development Corporation Limited herein after referred to as GMDC, a Government of Gujarat Enterprise, is a pioneer institution in the field of mining for more than five decades, catering to the needs of the minerals and solid fuel for the industries based in and outside Gujarat. GMDC's mining activities are spread over in Kutch, Jamnagar, Bhavnagar, Bharuch, Baroda and Banaskantha districts of the State. It is currently dealing in minerals like Bauxite, Fluorspar, Ball Clay, Silica sand, Manganese and Lignite. The GMDC has also set up a 250 MW lignite based Thermal Power Station at Nani Chher in Kutch, Wind power plant of 200 MW at Maliya, Jodiya, Godsar, Bhanvad, Bada, Varvada, Rojmal and Solar Power plant of 5 MW at Panandhro Project.

GMDC is operating Lignite mines at Panandhro, Umarsar and Mata-No-Madh in Kutch, at Rajpardi in Bharuch District, at Tadkeshwar in Surat District and at Surka(North) in Bhavnagar District.

### **2. LOCATION:**

The lignite mining lease area is located at the village Umarsar, Pranpar, Guneri and Chhuger in Lakhpat Taluka in Kutch District of the State. The Taluka headquarter Dayapar is 10 kms away from Umarsar. The nearest Railway Station is Bhuj which is 140 Kms. The District head quarters Bhuj, located 140 kms away from the lease area. Nearest Airport is also at Bhuj.

Umarsar village has been rehabilitated by GMDC and required facilities are provided by GMDC. Panandhro Lignite Project and Chher Power project of GMDC are in close vicinity of the Umarsar project.

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

The area is characterized by a rough radial drainage in absence of perinial streams. The maximum and minimum reduced levels (RLs) of the lease area are 83 and 27 meters.

The climate of area is semi-arid type. The average rainfall is about 250 mm. The temperature in winter is about 10°C while in summer it goes up-to 46°C.

### **4. CURRENT STATUS:**

Currently project is in operation with established infrastructures facilities. Mining and lignite production activities are going on by existing turnkey mining contractor. Panandhro and ATPS Chher Power Project of GMDC are located in close vicinity of the project. These existing projects have already established infrastructures facilities.

## 5. METHOD OF WORK

Removals of OB/IB and Excavation of Lignite and Loading by opencast mining method are to be carried out, using conventional mining machineries like hydraulic excavators/hydraulic shovels, dumpers etc. All the works are proposed to be outsourced to a Bidder selected through tendering process. Any other economic mineral, if found in the excavation area, will be mined out separately and shall be stacked at places as may be advised by the General Manager (P) for which no separate payment shall be made.

## 6. DESCRIPTION OF THE WORK

### 6.1 Definition of Work:

- A. Work of Removal of Overburden/Interburden:** Work of Removal of Overburden/Interburden which includes excavation including hard strata from the proposed working area, transportation and unloading of OB/IB up to dumps/embankments, dozing, spreading, leveling, dust suppression, road formation and related ancillary activities are required to be carried out under the Work of Removal of Overburden/Interburden.
- B. Work of Excavation of Lignite and Loading into the consumer's trucks/dumpers:** Work of Excavation of Lignite and Loading means Excavation of Lignite from mine face and loading lignite in to the consumer's trucks/dumpers and related ancillary activities which also include deployment of loading machine or excavator for Vadh-Ghat activity in lignite Trucks nearby weighbridge area as directed. No separate payment will be made for such ancillary activities.
- C. Combined Work of Lignite Transportation & Re-Loading of Lignite from Stack Yard:** Combined Work of Lignite Transportation & Re-Loading of Lignite from Stack Yard means Excavation of Lignite from mine face, loading into the dumpers, Transportation of Lignite from Mines face to stack yard on the ground surface level. (approx. One way average distance = 2.50 km) and Work of Re-Loading of Lignite into consumer's trucks and dispatch in to consumer truck from stack yard.
- D. Contractor-** For the purpose of the tender, Contractor means the entity that emerges as the successful Bidder in the entire tendering process for carrying out the work under this Tender of Umarsar Lignite Project.
- E. Bidder:** Bidder shall mean the single registered entity that has submitted a Proposal for Qualification in response of this Tender.
- F. Overburden (OB):** Lignite being sedimentary in nature occurs either in a single layer or in multiple layers at various depths. Opencast mining method to win this lignite involves excavation of the entire overlying materials up-to the depth of lignite formation in the target area. The materials lying from the surface level to the first layer of lignite in the target area is termed as Overburden (OB). For the purpose of the tender the OB materials chiefly constitute top soil, limestone, hard strata, clay, shale etc.
- G. Inter-burden (IB):** By virtue of the sedimentary origin of lignite, it occurs either in a single layer or in multiple layers. In case of multiple layered lignite deposits the materials lying in between two subsequent layers of lignite in the target area is termed as Inter-burden (IB). For the purpose of the tender the IB materials chiefly constitute various type of clays, shale etc. This does not include water spread over lignite due to any reason including inundation

while carrying out excavation/mining or any other operation.

**H. Dump:** Dump means the stack of materials which was removed from the mines for Lignite mining. The dumps may be located within and outside of the mine pit and OB/IB materials removed from the proposed working area is to be stacked.

**6.2 GMDC proposes to award the work as described below:**

**A. Removal of Overburden/Interburden including hard strata and related ancillary activities = 225 Lakh M<sup>3</sup> (approximately) at the locations as shown in the drawing plate No-1.**

**B. Excavation of Lignite and Loading in to consumer trucks/dumpers and related ancillary activities = 15 Lakh MT (approximately) at the location as shown in the drawing plate No-1.**

**C. Combined Work of Lignite Transportation & Re-Loading of Lignite from Stack Yard:** Combined Work of Lignite Transportation & Re-Loading of Lignite from Stack Yard on the ground surface level (approx. One way average distance = 2.50 km) and Work of Re-Loading of Lignite in to consumer truck from stack yard and ancillary activities = 0.75 Lakh MT approximately. The quantity of the work may vary as per actual requirement at the time of execution of the work.

**D.** The Contractor shall be required to carry out the work of Removal of OB/IB, Excavation of Lignite and Loading and Combined Work of Lignite Transportation & Re-Loading of Lignite from Stack Yard on the ground surface level in the area as shown in the drawing plate no-1 and as directed by the General Manager (P) from time to time. As per the past experience, Umarsar lignite deposit is having nature of frequent faulting, thinning and thickening behavior of lignite seams and hence the estimated quantity of lignite and OB/IB of the proposed mining area may vary at the time of actual execution of the works. Depending upon local consideration, geological conditions or requirement of GMDC, if any, it may temporarily/completely discontinue the work in any part of the area assigned to the Contractor as per drawing plate no.1 and ask the Contractor to work in the alternative area within mining lease. The entire area as per bid drawing may be allotted in phase manner and not necessarily at a time before commencement of the work.

**E.** The information provided above is GMDC's estimate only and indicative only. The Bidder should have their own inspection and make their assessment of the site and satisfy themselves of all technical information provided above. Site visit are allowed as required by the Bidder.

**F.** In case of any reason including adverse working conditions during execution of the contract that may compel suspension/closure of the mining operations, GMDC shall be at liberty to conclude/postpone/complete/terminate/foreclose this contract. No compensation or payment shall be made on account of non-completion of the balance qty. work or for whole contract quantity. Decision of GMDC in this regard shall be final and binding to Bidder.

**G.** In case of requirement of other work which is not in the scope of the Contract and same is related to operation than the Contractor may be assigned that work at the lowest rate finalized in the recent tender for particular work, in case the rate are not available than rate may be derived after analyzing the same.

- H. Breaking and removal of hard strata encountered if any in OB/Soil excavation and removal in the proposed working area shall be required to be dealt by deploying suitable machineries like rock breaker, ripper dozer etc. for which **no payment shall be made. Drilling and Blasting are not permitted.**
- I. If necessary, Contractor may have to blend the minor seams or the lignite seam having inferior quality, if any, encountered with main lignite seam for the purpose of maintaining quality of the lignite by excavating the lignite seams and spreading it over the exposed main lignite seam as directed by GMDC authority. No extra claim shall be entertained for such type of work.
- J. **Contractor shall be responsible for various related ancillary activities including those listed below:**
- (a) Construction and maintenance of haul roads, empty and loaded consumer truck haul roads inside and outside the pits starting from passing gate to loading point, ramps & footpaths and service road for light vehicles.
  - (b) Maintenance of separate dumps for top soil and other economic minerals, if necessary.
  - (c) Dust suppression at all working places, haul roads, dumps area and as directed by the General Manager (P).
  - (d) Deployment of loading machine or excavator for Vadh-Ghat activity in lignite Trucks nearby weighbridge area as directed by the General Manager (P). No payment will be made for this activity.
  - (e) Prevention, suppression and dealing with spontaneous heating/fire in working area, dump or any other places under its control. DGMS safety instructions shall be followed from time to time.
  - (f) Pre-monsoon preparation inclusive of arrangements for preventing inrush of surface water into the working pit / areas.
  - (g) All the activities arising under the scope of the work shall be complied with various statute/laws/Rules/Regulations etc. including Environmental laws and if Contractor fails to do; it will be done at the risk and cost of the Contractor and expenses will be recovered from RA Bills of the Contractor.
  - (h) Illumination of all OB/Lignite working areas, haul roads approaching to dumps, OB dumps/stack yard/vadh-ghat plot and any other places where persons are employed in the mine by the contractor as per the standard specified by the Director General of Mines Safety.
  - (i) Contractor will be responsible for maintenance and safe usage of all LT electrical installations lying within the tender boundary and comply with all statutory obligations under various Acts such as Indian Electricity Act, Mines Act etc.
  - (j) Apart from the compliance of various provisions of Mines Act 1952 and Rules, Regulations, laws, byelaws, framed there under, the following shall be within the Scope of work of Contractor.
    - i. Maintaining height and width of the benches to safe limits as approved by DGMS and as directed by the General Manager (P).

- ii. Internal Dump (Back Filled area): Height of the each lift of the backfill dump shall not be more than 10 meter and overall slope angle shall be within safe limit (less than 22 degree) to prevent dump failure.
- iii. Construction of garland drains all around the mines workings and dumps, haul roads maintenance of old garland drains, or any other places as directed by the General Manager (P).
- iv. Contractor has to ensure for the stability of the working benches and dump benches. In case of any failure of working benches and/or dump benches, Contractor will have to take corrective measures for the stability of the working benches and dump benches under his scope of work. **Contractor will not be entitled to get any cost incurred on account of re-handling/handling of OB benches/dump benches, collapsed material.**

## **7. DIESEL ARRANGEMENT:**

- 7.1. The Contractor will make suitable arrangement, at his own cost and risk, for procurement and storage of diesel, oil, lubricants etc. for the consumption at works site to execute the work. GMDC will provide space for diesel storage facilities within lease and acquired area, if available. At the end of the contract period, the Contractor shall hand over the space and the facilities provided by GMDC as close as to its original condition existing at the time of allotment. If the existing diesel storage pump is handed over to the Contractor then the onus of transferring the explosive license to the name of Contractor at the onset of the contract and again transferring back to the name of GMDC at the end of the contract shall lie with the Contractor.
- 7.2 To carry out the works described in the scope of work Bidder will quote Diesel Component for the following Works –

### **A. Removal of Overburden/Interburden in Litre per M<sup>3</sup>:**

Diesel required in Liter per M<sup>3</sup> of Removal of Overburden/Interburden which includes excavation of OB/IB including hard strata, transportation and unloading of OB/IB up to dumps, dozing, spreading, leveling, dust suppression, road formation and related ancillary activities requires to be carried out under the Work of Removal of Overburden/Interburden.

### **B. Excavation of Lignite and Loading into consumer trucks/dumpers in Litre per MT:**

Diesel required in Litre per MT of Excavation and Loading of Lignite which includes excavation and loading of lignite in to consumer trucks/dumpers from mine face and related ancillary activities requires if any to be carried out under the Work of Excavation and Loading of Lignite in to the dumpers.

### **C. Combined Work of Lignite Transportation & Re-Loading of Lignite from Stack Yard:**

Diesel required in Litre per MT of Combined Work of Lignite Transportation & Re-Loading of Lignite in to consumer truck from stack yard on the ground surface level (approx. One way average distance = 2.50 km).

- D. Quantity of diesel will be restricted to the actual quantity of Removal of Overburden/Interburden, Excavation of Lignite and Loading into consumer trucks/dumpers, Combined Work of Lignite Transportation & Re-Loading of Lignite in to consumer truck from Stack Yard and related ancillary activities multiplied by Diesel Component fixed and agreed by the Contractor for the respective works.
- E. The cost of the diesel will be paid for the quantity of diesel finalized as per above Clause 7.2 C of Chapter -I on monthly basis by considering price of the Diesel in Rupees per Liter which shall be taken as landing cost of the diesel at the Project procured by the GMDC for their own use or landing cost at the project/nearest project of GMDC as provided by the supplier.
- F. There shall be no reimbursement of the cost of diesel to be consumed for any other related ancillary activities to carry out the work of Removal of Overburden/Interburden and Excavation of Lignite and Loading into consumer trucks/dumpers and related ancillary activities.

## 8 DURATION AND QUANTITY OF WORKS:

- 8.1 The period of contract will be of 18 months and period can be extended in case of additional requirement of the works and circumstances prevailing at the time of completion of the schedule period of 18 months. In case of completion of the works of awarded quantity ahead of the schedule period of 18 months, it will be at the discretion of GMDC to conclude the contract or award the additional quantity of the works.
- 8.2 The Contractor shall carry out the works for the quantities as under:
  - A. Removal of Overburden/Interburden including hard strata and related ancillary activities = 225 Lakh M<sup>3</sup> (approximately) at the locations as shown in the drawing plate No-1.**
  - B. Excavation of Lignite and Loading in to consumer trucks/dumpers and related ancillary activities = 15 Lakh MT (approximately) at the locations as shown in the drawing plate No-1.**
  - C. Combined Work of Lignite Transportation & Re-Loading of Lignite in to consumer truck from stack yard on the ground surface level (approx. One way average distance = 2.50 km) = 0.75 lakh MT approximately.** The quantity of the work may vary as per actual requirement at the time of execution of the work.
- 8.3 The terms "Monthly Schedule" means the schedules which will be provided to the Contractor as per the provisions of the contract and shall contain the details as to the month and specified quantity of all the works to be carried out by the Contractor as minimum quantity in the respective month. Schedule of the works to be carried out during the contract period is enumerated at Table-1 of clause 1.11 of Part-II of Ch-V) for the purpose of the contract.

- 8.4 GM (Project) would provide total monthly targeted quantity for all the works along with minimum quantity specified in the monthly schedule. The Contractor is expected to work for fulfillment of the total monthly as well as yearly targeted quantity as its fundamental obligations. The Contractor shall strictly adhere to the obligation of execution of all the works as per the schedule provided to the contractor.
- 8.5 If the awarded quantity is not executed within the schedule contract period and reasons for shortfall in the quantity like geological surprise, force majeure condition, local working condition etc. not attributed to Contractor then the contract period may be extended maximum period up to 1 year –
- A. Price Escalation on Work Component for the unexecuted quantity of original contract during the extended contract period for the works of Removal of Overburden/Interburden, Excavation of Lignite and Loading into consumer trucks/dumpers and Combined Work of Lignite Transportation & Re-Loading of Lignite in to consumer truck from stack yard on the ground surface level may be considered lowest of the following options worked out at the time of extension of the contract.
- i. 5% onetime increase on the Work Component rate as escalation for the extended contract period and unexecuted quantity.
  - ii. WPI inflation of last two years from the date of expiry of original contract period which may be positive or negative, the escalation on the Work Component rate may be worked out accordingly.
  - iii. Comparative Work Component Rate analysis/adjustment of the contracts awarded by GMDC in last one year of the contract under consideration.
  - iv. Rate analysis of existing running contracts at nearby projects of GMDC to arrive the rates.
- B. Payment for Diesel Component for the unexecuted quantity of original contract during the extended contract period for the works of Removal of Overburden/Interburden, Excavation of Lignite and Loading into consumer trucks/dumpers and Combined Work of Lignite Transportation & Re-Loading of Lignite in to consumer truck from stack yard on the ground surface level shall be made as per Diesel Component finalized for the original contract period and as per the conditions of the original contract period.
- 8.6 In case of requirement of execution of additional quantity after completion of the contract period, the contract period may be extended and escalation in the rate of the works for the additional quantity during the extended period of the contract shall be considered as below-
- a. Price Escalation on Work Component for the additional quantity during the extended contract period for the works of Removal of Overburden/Interburden and Excavation of Lignite and Loading into consumer trucks/dumpers and Combined Work of Lignite Transportation & Re-Loading of Lignite in to consumer truck from stack yard on the ground surface level may be considered lowest of the following options worked out at the time of extension of the contract.

- i. 5% onetime increase on the Work Component rate as escalation for the extended contract period and unexecuted quantity.
  - ii. WPI inflation of last two years from the date of expiry of original contract period which may be positive or negative, the escalation on the Work Component rate may be worked out accordingly.
  - iii. Comparative Work Component Rate analysis/adjustment of the contracts awarded by GMDC in last one year of the contract under consideration.
  - iv. Rate analysis of existing running contracts at nearby projects of GMDC to arrive the rates.
- b. Payment for Diesel Component for the additional quantity during the extended contract period for the works of Removal of Overburden/Interburden and Excavation of Lignite and Loading into consumer trucks/dumpers and Combined Work of Lignite Transportation & Re-Loading of Lignite in to consumer truck from stack yard on the ground surface level shall be made as per Diesel Component finalized for the original contract period and as per the conditions of the original contract period.
- 8.7 GMDC reserves the right to increase or decrease the contracted quantity during the contract period by giving prior notice in writing. Contractor shall not be entitled to any compensation or indemnity on account of increase or decrease in the quantity of Removal of Overburden/Interburden, Excavation of Lignite and Loading into consumer trucks/dumpers.
- 8.8 In case of requirement of execution of additional quantity during the contract period, contractor shall be responsible to execute such additional quantity during the contract period at the same rate finalized for the respective works. No escalation in the rate of the works for such additional quantity during the contract period shall be considered.

## **9 TENDER DOCUMENT PROCESSING FEE:**

The tender documents can be downloaded from our web site [www.gmdcltd.com](http://www.gmdcltd.com) and <https://gmdc.nprocure.com>. The cost of tender documents is to be paid at the time of submission of supporting document of technical bid in the form of demand draft of Rs. 30,000/- plus GST @18% payable as mentioned in tender notice, in the sealed technical bid cover. If the amount mentioned in the DD is found short, the tender will not be considered for scrutiny and will be out rightly rejected.

**Chapter II**  
**INSTRUCTIONS to the BIDDERS**

1. The Bidders are advised to read carefully all the instructions, evaluation norms and other terms and conditions described in these documents under different Chapters carefully before rendering their offer. In case of any doubt they may seek clarification from Sr. General Manager (LP) available at GMDC's head office at Ahmedabad.

**2. SITE VISIT:**

- 2.1. Bidders are advised to visit the site to study the actual working conditions, before submission of the bid. The information/details given in the tender document are only to describe the magnitude of work and are for mere guidance to the Bidders. The project works are under the charge of Shri B.K.Mahato, I/c General Manager (Project) and his contact numbers in his Office is (02839)-294535, email: umarsar@gmdcltd.com; brmahato@gmdcltd.co.in
- 2.2. Any neglect or failure on the part of the Bidder in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risks or liabilities or the entire responsibility from completion of the work at the scheduled rates and time in strict accordance with the contract documents.

**3. MINING SCHEME:**

- 3.1 The detailed scope of work is described in the Chapter titled "TERMS & CONDITIONS OF THE TENDER" and also in the Chapter "MINING SCHEME" of the document. Major quantity of the work will be within the area shown in the enclosed drawings/maps (Plate No-1). As per the past experience, Umarsar lignite deposit is having nature of frequent faulting, thinning and thickening behavior of lignite seams and hence the estimated quantity of lignite and OB/IB of the proposed mining area may vary at the time of actual execution of the works. Depending upon local consideration, geological conditions or requirement of GMDC, if any, it may temporarily/completely discontinue the work in any part of the area assigned to the Contractor as per drawing plate no.1 and ask the Contractor to work in the alternative area within mining lease area for which no extra claim shall be entertained. The entire area as per bid drawing may be allotted in phase manner and not necessarily at a time before commencement of the work. The Contractor shall be required to excavate all types of strata. Method of Mining shall be as mentioned at clause no.5 of the Ch- I.
- 3.2 Time is and shall remain the essence of the contract. The compliance with monthly and yearly schedules and specified quantities-durations therein are the prime requirement of the contract.

#### 4. THE TENDER DOCUMENT & EVALUATION:

4.1. It is a three stage bid evaluation system. It is mandatory that the bids are first submitted on-line at **gmdc.nprocure.com** by the date and time prescribed in the tender notice as above. **Failure to submit bid online in stipulated time due to any reason whatsoever by any Bidder shall not be entertained.** In such circumstances, even if a bid is submitted physically for supporting documents, tender fees, EMD amount etc. shall not be considered as bid submitted and returned back to Bidder without opening the same. GMDC reserves the right to take suitable decision as deemed fit.

##### A. Stage – I Preliminary Evaluation of Bid

Before taking up evaluation of Technical Bid, a preliminary evaluation of the bid submitted online along with the details of document fee and EMD etc. would be taken up. Only those bids, which have been received online along with relevant prescribed documents, would be taken for the next stage of evaluation of Technical bids.

##### B. Stage - II Evaluation of Technical Bid

After preliminary bid evaluation, Technical evaluation of the bid documents as listed below submitted on-line would be taken up. This will include the documents required to be submitted in support of experience, financial position, and status of the Bidder, machinery and equipment owned by the Bidders etc. However Tender fee and EMD will be submitted in the sealed cover super-scribed "Technical Bid, TENDER NO.LP/01/18-19 and Name of work". Bidders are required to submit these documents separately at GMDC Corporate Office, Ahmedabad before the stipulated time and other documents as mentioned at Sr. No. 3 to 19 will be submitted online in prescribed format as mentioned under Forms and Declaration/ Certificates in the Tender Document.

##### List of the Documents to be submitted online & physically:

S. No.	Document	Submission
1	Tender Fee	Detail on online & Physical
2	EMD	Detail on online & Physical
3	<b>FORM-A</b> (check list of documents enclosed with tender)	Online
4	<b>FORM-B</b> (Status of the Bidder)	Online
5	<b>FORM-C-1</b> (Details of work carried out during the last seven years by the Bidder)	Online
6	<b>FORM C-2</b> (Details of work carried out should be provided as per FORM C-2 provided in the tender)	Online

	Document)	
7	<b>FORM C-3</b> (Details of Bidder as per the format provided in <b>Form C-3</b> of the Tender Document)	Online
8	<b>FORM-D</b> (Details of heavy earth moving machinery, equipment etc. Owned and readily available with Bidder)	Online
9	<b>Form-E</b> (Details of heavy earth moving machinery, equipment etc. Owned and readily available with Bidder as per format provided in <b>FORM E of the Tender Document</b> )	
10	Declaration of not Black listed as per the format provided in <b>Form G</b> of the Tender Document	Online
11	Undertaking of Genuineness of Document as per format provided in <b>FORM H</b> of the Tender Document	Online
12	CA Certificate of Net worth, Turnover and Working Capital as per format provided in <b>FORM I</b> of the Tender Document	Online
13	Undertaking of Indemnity as per format provided in <b>FORM J</b> of the Tender Document.	Online
14	Declaration of site visit as per format provided in <b>FORM K</b> of the Tender Document.	Online
15	Declaration of unconditional offer as per format provided in <b>FORM L</b> of the Tender Document.	Online
16	Declaration regarding unconditional acceptance of all the terms and conditions of the Tender documents per format provided in <b>FORM M</b> of the Tender Document	Online
17	CA Certificate for ownership of machinery and capacity as per format provided in <b>FORM N</b> of the Tender Document	Online
18	Power of Authority to sign the documents	Online
19	Copy of P.F. Registration details	Online

**Before awarding work to the L1 Bidder, the details of above mentioned online submitted documents will be subject to physical scrutiny by GMDC. Any discrepancy at the time of physical verification will be the sufficient ground to disqualify the Bidder from the process of tendering. In such eventuality, GMDC reserves the right to select the next best Bidder.**

### C. Stage – III Price-Bid

- (a) The Bidders must submit a **Price Bid only on-line** before the stipulated time. Price bid of all Bidders whose Bids meet the prescribed technical requirements, would be taken up for opening at this stage of the Bidding process. If the Price –bid is

submitted only in the physical format, the tender will not be taken up for scrutiny and will be out rightly rejected.

- (b) If the EMD and tender fee are not found in the sealed technical bid document cover in the required form and manner or if the amount thereof is found short, the tender will not be considered for technical scrutiny and will be out rightly rejected.
- (c) The GMDC reserves the right to reject any or all the Bidders or split the work between more than one Bidder without assigning any reason thereof.
- (d) All the supporting documents submitted online with the tender shall be genuine and correct. If it is found at any point of time that the said documents were not genuine then in that case the tender will be rejected, earnest money will be forfeited and the Bidder may be debarred from participating in further/future GMDC tender as per declaration format enclosed in the tender document **(FORM H)**.
- (e) **To assist in the scrutiny, evaluation and comparison of bids, GMDC may, at its discretion, seek from any or all Bidders, clarification(s) on his/their Bids, including technical information, documents and materials after the Technical Bid Opening but before opening of the Price Bid (Stage-III) but no change in the final price or substance of the bid shall be permissible.**

## **5. OPENING OF BIDS AND DETERMINATION OF THE LOWEST (L1) BID:**

- 5.1. E-tendering procedure is explained in Chapter – III.
- 5.2. For Preliminary evaluation, the bids will be opened for verification of receipt of payment towards tender document fee and EMD. The Bidders will be able to view it on their computers after opening of the same. On verification of the supporting documents as per requirement of the tender, technical qualification of the Bidders will be assessed. Technically qualified Bidders will be communicated the date and time of on-line opening of price bids by fax or telephone or email or SMS. However, all the Bidders will be able to view the price bids on-line on their computers as well.
- 5.3. **Evaluation of the Price Bid:**
  - (a) For tender evaluation, total amount for the works shall be determined. This will be based on two components as a package namely, Work Component (Excluding Diesel) and Diesel Component for the works of Removal of Overburden/Interburden, Excavation of Lignite and Loading into consumer trucks/dumpers, Combined Work of Lignite Transportation & Re-Loading of Lignite in to consumer truck from stack yard on the ground surface level and related ancillary activities. Price of the Diesel in Rs/Ltr. shall be taken as landing cost of the diesel procured by the GMDC at the Project/nearest project of GMDC for their own use on date of uploading of the tender document or as landing cost of the diesel at the Project provided by the supplier on date of uploading of the tender document.

**Example:**

<b>A. Work Component (Excluding Diesel):</b>										
S. No.	Description	Estimated Qty. (M <sup>3</sup> / MT)	Unit	-	-	Bidder-A		Bidder-B		
				-	-	Rate in Rs. per Unit	Amount in Rs.	Rate in Rs. per Unit	Amount in Rs.	
1	Removal of Overburden/Interburden including ancillary activities	2,25,00,000.00	M <sup>3</sup>	-	-	15.00	33,75,00,000	13.00		29,25,00,000
2	Excavation and Loading of Lignite into consumer trucks/dumpers including ancillary activities	15,00,000.00	MT	-	-	3.00	45,00,000	2.80		42,00,000
3	Combined Work of Lignite Transportation & Re-Loading of Lignite in to consumer truck from stack yard on the ground surface level including ancillary activities	75,000.00	MT	-	-	6.00	4,50,000	5.50		4,12,500
	<b>Total of A</b>						34,24,50,000			29,71,12,500
<b>B. Diesel Component:</b>										
S. No.	Description	Estimated Qty. (M <sup>3</sup> / MT)	Unit	Diesel Price in Rs/Ltr. as on 16/04/2018	Bidder-A			Bidder-B		
					Diesel Component in Liter per Unit	Rate in Rs. per Unit	Amount in Rs.	Diesel Component in Liter per Unit	Rate in Rs. per Unit	Amount in Rs.
1	Removal of Overburden/Interburden including ancillary activities	2,25,00,000.00	M <sup>3</sup>	66.62	0.40	26.648	59,95,80,000	0.35	23.317	52,46,32,500
2	Excavation and Loading of Lignite into consumer trucks/dumpers including ancillary activities	15,00,000.00	MT	66.62	0.15	9.993	1,49,89,500	0.12	7.994	1,19,91,600
3	Combined Work of Lignite Transportation & Re-Loading of Lignite in to consumer truck from stack yard on the ground surface level including ancillary activities	75,000.00	MT	66.62	0.25	16.655	12,49,125	0.20	13.324	9,99,300
	<b>Total of B</b>						61,58,18,625			53,76,23,400
	<b>Total of A &amp; B</b>						95,82,68,625			83,47,35,900
	<b>Bidder Position</b>						L2			L1

(b) L1 Bidder may be called for negotiation.

(c) To assist in the scrutiny, evaluation and comparison of bids, GMDC may, at its discretion, seek from any or all Bidders, clarification(s) on his/their Bids, including technical information, documents and materials after the Technical Bid Opening but before opening of the Price Bid (Stage-III) but no change in the final price or substance of the bid shall be permissible.

## 6. Price Bid:

6.1. Bidders are requested to quote their Rate in the following manners as per Price-Bid Form-AA for the works:

### A. Work Component:

#### 1. Removal of Overburden/Interburden: 225 Lakh M<sup>3</sup> (approximately).

Work Component in Rs per M<sup>3</sup> of Removal of Overburden/Interburden which includes excavation of OB/IB and hard strata, transportation and unloading of OB/IB up to dumps, dozing, spreading, leveling, dust suppression, road formation and related ancillary activities requires to be carried out under the Work of Removal of Overburden/Interburden but excludes the cost of diesel.

#### 2. Excavation of Lignite and Loading in to the consumer trucks/dumpers: 15 Lakh MT (approximately).

Work Component in Rs per MT of Excavation of Lignite and Loading in to the consumer trucks/dumpers which includes excavation and loading of Lignite in to consumer trucks/dumpers and related ancillary activities requires to be carried out under the Work of Excavation of Lignite and Loading in to the consumer trucks/dumpers but excludes the cost of diesel.

#### 3. Combined Work of Lignite Transportation & Re-Loading of Lignite from Stack Yard:

Work Component in Rs per MT of Combined Work of Lignite Transportation & Re-Loading of Lignite from Stack Yard on the ground surface level (approx. One way average distance = 2.50 km) and Work of Re-Loading of Lignite in to consumer truck from stack yard and ancillary activities = 0.75 Lakh MT approximately. The quantity of the work may vary as per actual requirement at the time of execution of the work.

### B. Diesel Component:

#### i. Removal of Overburden/Interburden: 225 Lakh M<sup>3</sup> (approximately).

Diesel required in Litre per M<sup>3</sup> of Removal of Overburden/Interburden which includes excavation of OB/IB and hard strata, transportation and unloading of OB/IB up to dumps, dozing, spreading, leveling, dust suppression, road formation and related ancillary activities requires to be carried out under the Work of Removal of Overburden/Interburden.

#### ii. Excavation of Lignite and Loading in to the consumer trucks/dumpers: 15 Lakh MT (approximately).

Diesel required in Litre per MT of Excavation of Lignite and Loading in to the consumer trucks/dumpers which includes excavation and loading of Lignite in to consumer trucks/dumpers and related ancillary activities requires to be carried out under the Work of Excavation of Lignite and Loading in to the consumer trucks/dumpers.

#### iii. Combined Work of Lignite Transportation & Re-Loading of Lignite from Stack Yard:

Diesel required in Litre per MT of Combined Work of Lignite Transportation & Re-Loading of Lignite from Stack Yard on the ground surface level (approx. One way average distance = 2.50 km) and Work of Re-Loading of Lignite in to consumer truck from stack yard and ancillary activities = 0.75 Lakh MT approximately. The quantity of the work may vary as per actual requirement at the time of execution of the work.

- 6.2 While submitting the price bid electronically, Bidders are requested to quote their Rate for Work component and Diesel Component for the works of Removal of Overburden/Interburden and Excavation of Lignite and Loading into consumer trucks/dumpers and related ancillary activities inclusive of all taxes except Goods and Service Tax, as under:

**PRICE BID FORM – AA (To be submitted online)**

<b>A. Work Component (Excluding Diesel):</b>							
S. No.	Description	Estimated Qty. (M <sup>3</sup> /MT)	Unit			Rate in Rs. per Unit	Amount in Rs.
1	Removal of Overburden/Interburden including ancillary activities	2,25,00,000.00	M <sup>3</sup>	---	---		
2	Excavation and Loading of Lignite into consumer trucks/dumpers including ancillary activities	15,00,000.00	MT	---	---		
3	Combined Work of Lignite Transportation to Stack Yard on the ground surface level & Re-Loading of Lignite in to consumer truck from stack yard on the ground surface level including ancillary activities	75,000.00	MT	---	---		
Total of A							
<b>B. Diesel Component:</b>							
S. No.	Description	Estimated Qty. (M <sup>3</sup> /MT)	Unit	Diesel Price in Rs/Ltr. as on 16/04/2018	Diesel Component per Unit	Rate in Rs. per Unit	Amount in Rs.
1	Removal of Overburden/Interburden including ancillary activities	2,25,00,000.00	M <sup>3</sup>	66.62			
2	Excavation and Loading of Lignite into consumer trucks/dumpers including	15,00,000.00	MT	66.62			

	ancillary activities						
3	Combined Work of Lignite Transportation to Stack Yard on the ground surface level & Re-Loading of Lignite in to consumer truck from stack yard on the ground surface level including ancillary activities	75,000.00	MT	66.62			
	Total of B						
	Total of A & B						

There shall be no Escalation on Work Component for the works of Removal of Overburden/Interburden, Excavation of Lignite and Loading into consumer trucks/dumpers, Combined Work of Lignite Transportation to Stack Yard on the ground surface level and Work of Re-Loading of Lignite in to consumer truck from stack yard on the ground surface level and related ancillary activities. The Agreed Rate for 'Work Component' shall remain valid for the entire period of the contract for the works of Removal of OB/IB and Excavation and Loading of Lignite, Combined Work of Lignite Transportation to Stack Yard on the ground surface level and Work of Re-Loading of Lignite in to consumer truck from stack yard on the ground surface level.

- 6.3 For the works of Removal of Overburden/Interburden, Aerial distance from center of the proposed mining area to center of the proposed outside dump location as shown in the drawing plate no-2 is about 4.50 Km. Estimated quantity of about 25 Lakh M<sup>3</sup> of OB/IB is proposed to be dumped at the outside dump location as shown in the drawing plate no-2. Remaining quantity of OB/IB to be backfilled in the mined out area of the existing pit as well as in the voids created by the contractor in the proposed mining area. Top soil excavated from the proposed mining area is required to be dumped separately or to be dumped at existing dumps locations as shown in the plan or as directed by project authority. Bidder shall make site visit and assess the lead/lift for dumping and consider the same for quoting the rate. There shall be no Escalation on Work Component and diesel component for the works of Removal of Overburden/Interburden and Combined Work of Lignite Transportation to Stack Yard on the ground surface level and Work of Re-Loading of Lignite in to consumer truck from stack yard on the ground surface level in case of any increase/decrease in the lead/lift.
- 6.4 There shall be no reimbursement on the cost of diesel to be consumed for any other related ancillary activities.
- 6.5 The Bidders are required to quote the rates strictly as per the terms and Conditions mentioned in the contract. Any conditional tender will not be entertained and may be summarily rejected. Rate quoted shall remain **valid for 120 days from the date**

**of opening of the technical bid**, which shall be deemed extended unconditionally for further period of 90 days, if GMDC requires it.

6.6 Payment to be made to the Contractor will be based on -

For the work of Removal of Overburden/Interburden, the actual quantity being measured in M<sup>3</sup>.

For the work of excavation loading of lignite in to consumer trucks/dumpers, the actual quantity of lignite in MT excavated and loaded will be determined as per GMDC's weighbridge report.

For the work of Combined Work of Lignite Transportation to Stack Yard on the ground surface level and Work of Re-Loading of Lignite in to consumer truck from stack yard on the ground surface level will be determined as per GMDC's weighbridge report.

6.7 Any other fresh imposition or variation in existing taxes or levies during the currency of the contract by the Govt. if applicable after submission of the bid and payable by the Contractor, shall be reimbursed by GMDC on actual subject to submission of documentary proof of having remitted the same and to the extent directly related to the services rendered by the Contractor under this contract. This shall be subject to submission of documentary proof clearly mentioning the name of work and respective RA Bill No.

#### **6.8 GOODS & SERVICE TAX (GST):**

- a. All bidders are requested to submit their GST number and date in the bid. Bid received from unregistered bidder will not be considered and out rightly rejected.
- b. Bidders are requested to quote their rates without GST. GST will be paid/adjusted/reimbursed to the Contractor as per prevailing rates and rules to the extent directly related to the services rendered OR Goods supplied by the contractor under the said contract subject to production of documentary proof and contractor will mention the GST amount separately in the invoice/bill along with SAC/HSN Code under GST.

#### **7. ACCEPTANCE OF LETTER OF INTENT AND PAYMENT OF SECURITY DEPOSIT:**

GMDC, on acceptance of the offer, will issue Letter of Intent to the Bidder; who will be required to confirm its acceptance of the LOI within 7 days from the date of receipt. If it does not accept the LOI within stipulated time period, the amount of the EMD paid will be forfeited and necessary further actions may be initiated as may be deemed fit by the GMDC. Contractor **shall submit the Security Deposit in the manner prescribed in clause no.2 of Chapter No-VI of the Tender Document**. In case of **failure to submit the security deposit, the amount of EMD will be forfeited** and necessary further actions may be initiated as may be deemed fit by the GMDC.

## **8. CONTRACT AGREEMENT AND COMMENCEMENT OF WORK:**

- 8.1 The Contractor, along with the payment of Security Deposit, shall have enter into a contract/ agreement with the GMDC on appropriate Stamp Paper (to be provided by the Contractor) in token of acceptance of the terms and conditions of the contract, within 30 days from date of commencement of the work. In case of any necessity arising after executing the agreement and during the execution of the work, which requires alteration/modifications in the agreement, the same can be made in writing after mutual understanding and consent of both the parties. The Contractor shall have to start the work as per the Scope of work mentioned in the tender document within 45 days from the date of acceptance of LOI. In case of failure to commence the work within the above-mentioned period, the contract may be terminated, at the discretion of GMDC.
- 8.2 The basic/refresher training of the Contractor's employees required under MVTR 1966 will be imparted at our GVTC free of cost. During the course of training, if the performance of any Contractor's employee is found unsatisfactory than the Contractor will not engage such employee in the mine. If for the purpose of special training the Contractor's employees will be referred to any other institution/training centre then the cost of the training shall be borne by the Contractor. The Contractor shall ensure that the training of their employees completes before commencement of the work. The Contractor shall also organize at their own cost medical examination of their manpower, to be deployed in the mine as per DGMS norms.

## **9. GENERAL:**

- 9.1. If the tender documents and forms referred to in the tender are not submitted or are submitted but not found duly filled in and unsigned, will result in rejection of the tender.
- 9.2. Canvassing in any form may lead to rejection of the offer.
- 9.3. Bids once submitted shall not be returned and shall remain the property of the GMDC.
- 9.4. The Bidder who have earlier been awarded contract by the GMDC for any job which they either did not accept or have abandoned or contract has been terminated by the GMDC for breach of conditions, shall not be eligible to participate in this tender.
- 9.5. To assist in the scrutiny, evaluation and comparison of bids, the GMDC may, at its discretion, seek from any or all Bidders, clarification (s) on his/their Bids, including technical information, documents and materials after the Technical Bid Opening but before opening of the Price Bid (stage-III). The request for clarification and response shall be in writing or by fax, but no change in the final price or substance of the bid shall be permissible.

**10.CORRIGENDUM:**

**Corrigendum if any shall be uploaded on the website <https://gmdc.nprocure.com> only.** Please note that there is no provision to take out the list of parties downloading the tender document from the above referred website. As such Bidders are requested to see the website from time to time before due date of submission of bid to 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 down loaded the tender document from the website as information in this respect will not be available to websites.

**CHAPTER – III**  
**INSTRUCTION TO BIDDERS FOR ONLINE TENDERING**

1. Tender documents are available only in electronic format which Bidders can download from the website [www.gmdcltd.com](http://www.gmdcltd.com) and <https://gmdc.nprocure.com>
2. All Bidders must submit their bid online through the website <https://gmdc.nprocure.com> only. No physical submission of price and technical bid will be entertained as it should be furnished on-line only. No fax, e-mail, letters will be entertained for bidding the same.
3. Following should be submitted 'off-line' in sealed covers separately at our Corporate Office, Khanij Bhavan, 132 Ft Ring Road, Vastrapur, Ahmedabad.
  - i. Document Fee,
  - ii. E.M.D
4. Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n) code solutions- a division of GNFC Limited, who are licensed Certifying Authority by Government of India at address mentioned below at clause 5.
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:  
Address:  
**(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@gnfc.net**
6. Kindly take note that, valid Digital Signature Certificates is a must for all the interested Bidders. Online tendering process is not possible without a valid digital signature certificate.
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.
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.

9. Bidders who have no facility to participate in on-line tenders are requested to contact (n) code solutions for the same.
10. Free vendor training camp will be organized every Saturday between 4.00 to 5.00 P.M. at (n) code solutions-A Division of GNFC Ltd. at address mentioned above at Clause No. 5 of Chapter No-III. Bidders are requested to take benefit of the same.
11. 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. In case the Bidders face any difficulty, they may contact the officials of the GMDC or GNFC on the below mentioned details:
  - a. GMDC:
    - i. Contact Person: Shri B.K. Mahato, I/c General Manager (Project)
    - ii. Contact numbers: 02839 – 294535
    - iii. E-Mail: umarsar@gmdcltd.com; brmahato@gmdcltd.co.in
  - b. GNFC:
    - i. Contact Number: 079- 26857316/17/18
    - ii. E-Mail: nprocure@gnfc.net

**Chapter IV**  
**CRITERIA FOR EVALUATION OF TECHNICAL BIDS**

**1. EXPERIENCE:**

- 1.1 The Bidders should have following minimum experience of having successfully completed similar works during last 7 (seven) years up to **31/03/2017**:
- A.** Three similar completed works, each having quantity of 64 Lakh M<sup>3</sup> (or equivalent tonnage) annually or
- B.** Two similar completed works, each having quantity of 80 Lakh M<sup>3</sup> (or equivalent tonnage) annually or
- C.** One similar completed work having quantity of 128 Lakh M<sup>3</sup> (or equivalent tonnage) annually.
1. Similar works means the Bidders should have experience in successful opencast mining operations including excavation, overburden removal and/or mining of minerals only carried out under the single LOI/Work Order/Agreement as per example given below:

**Example:**

Bidder	Year (Qty. in Lakh M <sup>3</sup> )							Remark
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	
<b>A</b>		64.0		64.0	64.0			Qualified
<b>B</b>			33.0			30.0	35.0	Not Qualified
			31.0			34.0	29.0	
<b>Total</b>			64.0			64.0	64.0	
<b>C</b>			80.0			80.0		Qualified
<b>D Total</b>		41.0		38.0				Not Qualified
		39.0		42.0				
		80.0		80.0				
<b>E</b>					128.0			Qualified
<b>F Total</b>						65.0		Not Qualified
						63.0		
						128.0		

- 1.2 Bidder shall submit the details of work compliant to Clause No.1 of Chapter no. IV as per FORM C-1 and FORM C-2 as provided in the Tender Document.

**Note:**

- Statement showing year wise separate experience with work orders and work executed certificates duly certified shall be submitted with the supporting certified documents.
- Completed work means work executed during particular financial year.
- Similar work means opencast mining operations including excavation, overburden removal and/or mining of minerals only carried out under the single LOI/Work Order/Agreement.

4. Ongoing works carried out during the FY 2010-11 to 2016-17 may be considered for technical qualification.
5. If the work for removal of OB and Coal both are executed under the similar LOI/WO/Agreement, the equivalent quantities of volume of Coal may be added and total quantity may be shown under single work. Conversion of Tonnage in to Cu. Mtr. made with respect to specific gravity shall be certified by the certificate issuing authority and Charter Accountant.

### 1.3 Financial Criteria:

1. Bidder must have a Minimum Net Worth of **Rs. 7.0 Crore** as on **31/03/2017**.
2. Bidder must have a Minimum Average Turn Over of **Rs. 28.0 Crore** for financial year of **2014-15, 2015- 16 and 2016-17**.
3. Bidder must have a Minimum Working capital of **Rs. 19.0 Crore** as on **31/3/2017**.

**A certificate from Chartered Accountant regarding Financial capacity shall be submitted as per format provided in FORM I of the Tender Document.**

### C. OWNERSHIP OF MACHINERY / EQUIPMENT:

The Bidder should directly own, possess and shall have spare capacity to be in a position to readily deploy following heavy earthmoving machinery and service equipments (crawler mounted hydraulic excavator as per norms given below) while submitting the offer for the works of removal of OB/IB, Excavation and Loading of Lignite. **A certificate from Chartered Accountant regarding ownership of the following machinery shall be submitted as per the format provided in FORM N of the Tender Document:-**

- i. The total bucket capacity in combination of hydraulic excavators of 1.2 M<sup>3</sup> and above bucket capacity should not be less than 18.0 M<sup>3</sup>.
- ii. The total capacity in combination of dumpers of 17T and above capacity should not be less than 800T for OB removal work.
- iii. Dozer of minimum 165 HP – Minimum 2 No.
- iv. Motor/Road Grader – Minimum 1 No.
- v. Water Sprinkler/Tanker of minimum 18 KL capacity – Minimum 2 Nos.

### D. CONSORTIUM / JOINT VENTURE:

CONSORTIUM / JOINT VENTURE are not allowed.

**5. ACCEPTANCE OF ALL THE TERMS AND CONDITIONS:**

The Bidder should submit the declaration regarding unconditional acceptance of all the terms and conditions of the Tender document including Annexure and corrigendum if any as per **FORM M** provided in the Tender Document.

**6. EMD:**

A non-interest bearing Earnest Money Deposit of **Rs.70 Lakh (Rupees Seventy Lakh only)** shall be paid along with the tender, enclosed with Technical Bid documents in seal cover super scribed "TECHNICAL BID", in form of **Demand Draft** in favour of GMDC Ltd. payable at Ahmedabad from banks approved by Govt. of Gujarat from time to time(except Co-Operative bank) or **Fixed Deposit** from Banks approved by Govt. of Gujarat (except Co-operative Bank) duly lien/pledged in the name of GMDC for a period of not less than 6 (six) months from the date of opening of preliminary bid and shall be renewed from time to time in case of requirement or **Bank Guarantee** issued by banks approved by Govt. of Gujarat from time to time(except Co-Operative bank) in the form and manner acceptable to the corporation valid for a period of not less than 6 (six) months from the date of opening of preliminary bid. Any tender submitted without Earnest Money Deposit in the desired form or inadequate amount of EMD shall be summarily rejected and no claim shall be entertained on such rejected tenders. List of the banks approved by Govt. of Gujarat is as per Annexure- I.

**7. DECLARATION**

The Bidder should give a declaration that it has not enclosed any conditional offer as per the format provided in **FORM L** of the Tender Document.

**8. BLACKLISTING OF THE BIDDER:**

The Bidder or its directors have not been blacklisted by any Government Organization, nor should any litigation be pending against any of them. The Bidder will submit a declaration to this effect as per the format provided in **FORM G** of the Tender Document. 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.

**9. SITE VISIT CERTIFICATE:**

The Bidder should give a declaration of site visit as per the format provided in **FORM K** of the Tender Document.

10. Other declarations/Forms: Bidder shall submit Other Declarations/Forms as mentioned in the list of documents to be submitted at clause no. 4.1 B of Ch-II of tender document.

## Chapter V

### MINING SCHEME

#### Part I

### GEOLOGY OF THE DEPOSIT

#### 1. LOCATION:

The lignite mining lease area is located at the village Umarsar, Pranpar, Guneri and Chhuger in Lakhpat Taluka in Kutch District of the State. The Taluka headquarter Dayapar is about 12 kms away from Umarsar.

#### 2. PHYSIOGRAPHY & DRAINAGE PATTERN:

The area is characterized by a rough radial drainage in absence of perennial streams. The maximum and minimum reduced levels (RLs) of the lease area are 59 and 27 meters.

#### 3. CLIMATE:

The climate of area is semi-arid type. The average rainfall is about 250 mm. The temperature in winter is about 8°C while in summer it goes up-to 47°C.

#### 4. GROUND WATER:

Pump test carried out in the lease area as well as in the surrounding area suggests poor aquifer condition in the area. Bore wells data and study of nearby wells as well as one tube well drilled by GWRDC having depth 76.24 in the lease area shows sand, clay and shale deposits above lignite. Pump test was conducted on this well indicate that the computed aquifer permeability as 0.046 m/day.

#### 2. DEMOGRAPHY:

Village Umarsar has been rehabilitated by GMDC in the year 2006 having population of about 117.

#### 3. EXPLORATION AND INTERPRETATION:

Geological Survey of India (GSI) carried out exploration in this area in the year 1949-50. GMDC also carried out fresh additional drilling.

The detail Litho logs of various bore hole of the proposed working area are available in tender document as per Annexure-II.

#### 4. LOCAL GEOLOGY:

Lignite is associated with the Laki series of Eocene age which is a part of Tertiary sequence deposited in North Western parts of kutch. The entire geological sequence of formations ranging from Jurassic to recent period could be seen in and around the area on a regional scale and the same has been presented in stratigraphic table as under:

General Stratigraphic Sequence of Rocks in the area

Age	Series	Formation
Pleistocene to recent		Rann and blown sand
Lower oligocene	Gaj	Argillaceous beds
	Lower Nari to Lower Gaj	Arenaceous beds
	Lower Nari	Silicious limestone
Upper Eocene	Kirthar	Numulatic Limestone and marls
Lower Eocene to Middle Eocene	Laki	Gypseous clays, Carbonaceous shale/clay, and grey shales associated with lignite
Paleocene	Suprtrappeans	Clays and laterite

#### 5. OVERBURDEN/INTERBURDEN

The overburden/interburden formation in the area consist of alluvium brown sand, dark grey clay with pyrite & siderite matter, variagated clay, sandstone, carb clay, dark grey clay with resin & pyrite, ferrugeneous sandy clay with lateritic boulders etc. The overburden thickness varies from 16.09 mtr. to 50.71mtr.

#### 6. LIGNITE

The individual thickness of lignite seams varies between 0.05mtr. to 4.10 mtr.

## PART- II

### MINING

#### 1. SCOPE OF WORK:

##### 1.1 GMDC proposes to award the work as described below:

- A. **Removal of Overburden/Interburden including hard strata and related ancillary activities = 225 Lakh M<sup>3</sup> (approximately) at the location as shown in the drawing plate No-1.**
- B. **Excavation of Lignite and Loading in to consumer trucks/dumpers and related ancillary activities = 15 Lakh MT (approximately) at the location as shown in the drawing plate No-1.**
- C. **Combined Work of Lignite Transportation & Re-Loading of Lignite from Stack Yard:** Combined Work of Lignite Transportation & Re-Loading of Lignite from Stack Yard on the ground surface level (approx. One way average distance = 2.50 km) and Work of Re-Loading of Lignite in to consumer truck from stack yard and ancillary activities = **0.75 Lakh MT approximately**. The quantity of the work may vary as per actual requirement at the time of execution of the work.

##### 1.2 In case of requirement of execution of additional quantity after completion of the contract period, the contract period may be extended and escalation in the rate of the works for the additional quantity during the extended period of the contract shall be considered as below-

- a. Price Escalation on Work Component for the additional quantity during the extended contract period for the works of Removal of Overburden/Interburden, Excavation of Lignite and Loading into consumer trucks/dumpers and Combined Work of Lignite Transportation & Re-Loading of Lignite from Stack Yard on the ground surface level (approx. One way average distance = 2.50 km) and Work of Re-Loading of Lignite in to consumer truck from stack yard may be considered lowest of the following options worked out at the time of extension of the contract.
  - i. 5% onetime increase on the Work Component rate as escalation for the extended contract period and unexecuted quantity.
  - ii. WPI inflation of last two years from the date of expiry of original contract period which may be positive or negative, the escalation on the Work Component rate may be worked out accordingly.
  - iii. Comparative Work Component Rate analysis/adjustment of the contracts with respect to stripping ratio awarded by GMDC in last one year of the contract under consideration.
  - iv. Rate analysis of existing running contracts at nearby projects of GMDC to arrive the rates.
- b. Payment for Diesel Component for the additional quantity during the extended contract period for the works of Removal of Overburden/Interburden, Excavation of Lignite and Loading into consumer trucks/dumpers and Combined Work of

Lignite Transportation & Re-Loading of Lignite from Stack Yard on the ground surface level (approx. One way average distance = 2.50 km) and Work of Re-Loading of Lignite in to consumer truck from stack yard shall be made as per Diesel Component finalized for the original contract period and as per the conditions of the original contract period.

- 1.3 The Contractor shall be required to carry out the work of Removal of Overburden/Interburden, Excavation of Lignite and Loading into consumer trucks/dumpers and Combined Work of Lignite Transportation & Re-Loading of Lignite from Stack Yard on the ground surface level (approx. One way average distance = 2.50 km) and Work of Re-Loading of Lignite in to consumer truck from stack yard in the area as shown in the drawing plat no-1 as directed by the General Manager (P) from time to time. As per the past experience, Umarsar lignite deposit is having nature of frequent faulting, thinning and thickening behavior of lignite seams and hence the estimated quantity of lignite and OB/IB of the proposed mining area may vary at the time of actual execution of the works. Depending upon local consideration, geological conditions or requirement of GMDC, if any, it may temporarily/completely discontinue the work in any part of the area assigned to the Contractor as per drawing plate no.1 and ask the Contractor to work in the alternative area within mining lease area for which no extra claim shall be entertained. The entire area as per bid drawing may be allotted in phase manner and not necessarily at a time before commencement of the work. The Contractor shall be required to excavate all types of strata up to required depth. Method of Mining shall be as mentioned at clause no.5 of the Ch- I.
- 1.4 The information provided in this tender is GMDC's estimate only and indicative only. The Bidder should have their own inspection and make their assessment of the site and satisfy themselves of all technical information provided in this tender. Site visit are allowed as required by the Bidder. GMDC is not responsible for any variation in the estimates.
- 1.5 In case of any reason including adverse working conditions during execution of the contract that may compel suspension/closure of the mining operations, GMDC shall be at liberty to conclude/postpone/complete/terminate/foreclose this contract. No compensation or payment shall be made on account of non-completion of the balance qty. work or for whole contract quantity. Decision of GMDC in this regard shall be final and binding to Bidder.
- 1.6 In case of requirement of other work which is not in the scope of the Contract and same is related to operation than the Contractor may be assigned that work at the lowest rate finalized in the recent tender for particular work, in case the rate are not available than rate may be derived after analyzing the same.
- 1.7 Breaking and removal of hard strata encountered if any in OB/Soil excavation and removal in the proposed working area shall be required to be dealt by deploying suitable machineries like rock breaker, ripper dozer etc. for which **no payment shall be made. Drilling and Blasting are not permitted.**
- 1.8 If necessary, Contractor may have to blend the minor seams or the lignite seam

having inferior quality, if any, encountered with main lignite seam for the purpose of maintaining quality of the lignite by excavating the lignite seams and spreading it over the exposed main lignite seam as directed by GMDC authority. No extra claim shall be entertained for such type of work.

1.9 Contractor shall be responsible for various ancillary activities including those listed below:

- (a) Construction and maintenance of haul roads, empty and loaded consumer truck haul roads inside and outside the pits starting from passing gate to loading point ramps & footpaths and service road for light vehicles.
- (b) Maintenance of separate dumps for top soil and other economic minerals (Bentonite, silica etc.) if necessary.
- (c) Dust suppression at all working places, haul roads, dumps area, consumer truck road starting from passing to actual loading area, Time office area, admin building approach roads and as directed by the General Manager (P).
- (d) Prevention, suppression and dealing with spontaneous heating/fire in working area, dump or any other places under its control. DGMS safety instructions shall be followed from time to time.
- (e) Pre monsoon preparation and dewatering of workings owing to ground water seepage and monsoon water, inclusive of arrangements for preventing inrush of surface water into the working pit / areas. For the purpose, the Successful bidder shall make its own arrangements for pumps, pipeline and other related accessories and shall also make adequate arrangements and as directed by the General Manager (P).

Pumping and discharge of the accumulated water shall be made as directed by the project authority.

The required power will be made available free of cost at the nearest point by GMDC to operate pumps to dewater the pit of seepage or monsoon water. Further distribution / transmission of power will have to be arranged by the successful bidder at its own cost and risk. Further shifting of the location of power supply point will not be more than once in a year. This power shall not be used for any purpose other than pumping operation and mine illumination. **No extra payment** shall be made for the said purpose.

- (f) All the activities arising under the scope of the work shall be complied with various statute/laws/Rules/Regulations etc. including Environmental laws and if Contractor fails to do; it will be done at the risk and cost of the Contractor and expenses will be recovered from RA Bills of the Contractor.
- (g) Illumination of all working areas, haul roads, truck roads, service roads, footpaths, OB dumps and any other places where persons and machineries are engaged in the mine etc. as per the standard specified by the Director General of Mines Safety and as per CMR 2017.
- (h) Contractor will be responsible for maintenance and safe usage of all LT electrical installations lying within the tender boundary and comply with all

statutory obligations under various Acts such as Indian Electricity Act, Mines Act etc.

- (i) Contractor will be responsible for providing parapet along the haul roads as per provision of CMR 2017 or as directed by DGMS.
- (j) Apart from the compliance of various provisions of Mines Act 1952 and Rules, Regulations, laws, byelaws, framed there under, the following shall be within the Scope of work of Contractor.
- i. Maintaining height and width of the benches to safe limits as per CMR 2017 or approved by DGMS and as directed by the General Manager (P).
  - ii. Internal Dump (Back Filled area): Height of the each lift of the backfill dump shall not be more than 10 meter and overall slope angle shall be within safe limit (less than 22 degree) to prevent dump failure.
  - iii. Construction of garland drains all around the mines workings and dumps, haul roads or any other places as directed by the General Manager (P).
  - iv. Contractor has to ensure for the stability of the working benches and dump benches. In case of any failure of working benches and/or dump benches, Contractor will have to take corrective measures for the stability of the working benches and dump benches under his scope of work. Contractor **will not be entitled to get any cost incurred on account of re-handling/handling of OB benches/dump benches, collapsed material.**
- 1.10 The Contractor shall carry out Work of Removal of Overburden/Interburden, Excavation and loading of Lignite and Transportation of Lignite and all ancillary activities by mechanized opencast mining method by deploying Hydraulic Shovels/excavators – dumper combination and other service equipments only.
- 1.11 The equipment deployed by the Contractor for carrying out the works shall be such as to ensure minimum quantities of work carried out as per monthly target. The quantities of all work are given in the table-1. The monthly schedule will be provided by the project office.

**TABLE-1 - Quantities of Works**

Sr. No.	Work	Quantity		
		1 <sup>st</sup> Year	2 <sup>nd</sup> Year	Total
1.	OB/IB Removal (Lakh M <sup>3</sup> )	150.00	75.00	225.00
2.	Excavation & Loading of Lignite in to consumer trucks/dumpers (Lakh MT)	10.00	5.00	15.00
3.	Combined Work of Lignite Transportation & Re-Loading of Lignite from Stack Yard	0.50	0.25	0.75

**Quantities given in the above table are tentative and may change in case of necessity at the time of execution of the work or under the circumstances mentioned in clause 1.2 above.**

GM (Project) would provide total monthly targeted quantities for Removal of OB/IB and Excavation of Lignite and Loading into consumer trucks/dumpers along with minimum quantity specified in the monthly schedule. The Contractor is expected to work for fulfillment of the total monthly targeted quantities as fundamental obligations.

**GMDC shall have the right to change the target and revise the schedule of target and increase/decrease the total quantity of the works of the contract.**

- 1.12 Further, the work should be executed strictly in conformity with the provisions of Mines Act 1952, Coal Mines Regulations & Rules 2017, Environmental & Labour laws, Factory act and other applicable statutes and all other relevant bye laws and statutory provisions / amendments / orders made there under and instruction given by the GMDC and/or General Manager (P) from time to time.
- 1.13 The Contractor shall give full information to the GMDC in advance as to his plans for carrying out the works. If any time before the commencement or during the progress of work, any part of Contractor's plant, equipment or facilities, or any of his method of execution of the work, appears to GMDC to be unsafe or inadequate or his organization is insufficient to ensure the required quality and rate of progress of work, the General Manager (P) may order the Contractor to improve the same for, and the Contractor shall promptly comply with such orders. Failure of the GMDC to issue such orders shall not relieve the Contractor of his obligation to secure the degree of safety, the quality of work and the rate of progress required by the Contractor for execution of his works under the contract. The Contractor shall ensure safe operation and maintenance of his machinery. They shall adhere and follow all statutory provisions.
- 1.13 On award of the work, the Contractor shall before the start of work, submit a detailed program of work of his working for approval of General Manager (P). The monthly target quantity will be issued by General Manager (P) and shall be achieved under the direction and supervision of the General Manager (P).
- 1.14 The Contractor shall submit a daily report of work on the following day in a Performa provided by General Manager (P) as GMDC implemented the ERP system.
- 1.15 Garland drains of adequate size shall be cut all around mine pit and dump to collect run-off rain water and prevent entry of the same into the mine workings.
- 1.16 The Contractor shall have to manage all the activities with sufficient manpower, as well as he will have to manage workshop facility for his equipments and maintain all equipments in service. Alternatively, he shall have to manage for immediate replacement.
- 1.17 The Contractor shall have to follow all safety norms. He shall be responsible for safety of equipments and structures and if any damages occur he shall be

responsible for repairing the damages made to the equipments and structures of GMDC and compensate for the cost of damages.

- 1.18 The Contractor shall have to follow the RTO rules for overloading etc. and other provision of motor vehicle Act and Rules. No overloading will be permitted.
- 1.19 In case, the design parameter of mine as stipulated in the document which may be required to be changed on account of safety reasons and/or as per the directions of the statutory authority and/or by GMDC, the Contractor shall have to undertake the same without any claim whatsoever on account of such changes.
- 1.20 GMDC shall not be made liable for any damage and /or compensation for idling of any of the equipment / and manpower for any reason whatsoever.
- 1.21 The equipments which are bought to the site and before putting it in to operation shall be checked and certified by colliery engineer. The intimation for same shall be given to General Manager (P). The equipments which are brought to the site shall not be removed from the project without permission in writing of General Manager (P).
- 1.22 GMDC may reserve the right to make alteration/addition in the area for contracted quantity as above, without any compensation.
- 1.23 In case of requirement of other work which is not in the scope of the Contract and same is related to operation than the Contractor may be assigned that work at the lowest rate finalized in the recent tender for particular work, in case the rate are not available than rate may be derived after analyzing the same.

## **2 FINAL DRESSING OF BENCHES FLOOR AND FACES**

Final dressing of the bench floors and bench faces shall be done by the Contractor as per the scope of work and the drawings provided for bench configuration. All over-hangs and loose rocks shall be dressed down and floors be cleaned up. All haul roads and access roads should be in good condition with permissible gradient and parapet required as per regulation for vehicular movement.

## **3 QUALITY OF LIGNITE AND SAMPLE COLLECTON**

The Contractor shall ensure that no shale or other material is loaded along with the lignite into the trucks and if such material is noticed, it will arrange for picking out of all such material from the trucks. It should be clearly understood that prime object of loading of Lignite is to feed it to the consumers. Constancy in quality and quantity on day to day basis in supply of lignite to consumers is to be ensured by Contractor.

## **4 SPILLAGE OF THE OVERBURDEN/INTERBURDEN**

The Contractor shall ensure that the dumpers / haulers should not be overloaded to avoid spillage. If any spillage occurs along the haul road and unloading points the same has to be re-handled and cleaned at its cost.

## 5 DUMP / STACK YARD MANAGEMENT:

- 5.1 The overburden /interburden after excavation, shall be transported to dumps as directed by the General Manager (P) or the authorized persons from time to time irrespective of any lead or lift as shown in the drawing (**plate no-2**) to the satisfaction of GMDC, without claiming any extra payment of the same.
- 5.2 For the works of Removal of Overburden/Interburden, Approximate distance from the proposed mining area to proposed outside dump location as shown in the drawing plate no-2 is about 4.50 Km. Estimated quantity of about 25 Lakh M<sup>3</sup> of OB/IB is proposed to be dumped at the outside dump location as shown in the drawing plate no-2. Quantity to be dumped and distance may increase /decrease at the time of actual execution of work and its requirement.
- 5.3 Remaining quantity about 200 Lakh M<sup>3</sup> of OB/IB to be backfilled in the mined out area of the existing pit as well as in the voids created by the new contractor in the proposed mining area. Quantity to be dumped may increase /decrease at the time of actual execution of work and its requirement.
- 5.4 Top soil excavated from the proposed mining area is required to be dumped separately or to be dumped at existing dumps locations as shown in the plan or as directed by project authority.
- 5.5 Bidder shall make site visit and assess the lead/lift for dumping and consider the same for quoting the rate. There shall be no Escalation on Work Component and Diesel Component for the works of Removal of Overburden/Interburden and Combined Work of Lignite Transportation to Stack Yard on the ground surface level and Work of Re-Loading of Lignite in to consumer truck from stack yard on the ground surface level in case of any increase/decrease in the lead/lift.
- 5.6 In case of encountering of economical mineral during the excavation of OB from the proposed mining area, the same shall be dumped at the separate location as directed by the project authority.
- 5.7 Dumping shall be formed and maintained in benches so that Height of the each lift of the dump shall not be more than 10 meter and overall slope angle shall be within safe limit (less than 22 degree) to prevent dump failure.
- 5.8 On dumps, the safety berm should be formed, having height as per provision of CMR 2017 or as directed by DGMS.
- 5.9 No edge dumping shall be done and Contractor shall arrange adequate numbers of dozers for pushing of the dumped material regularly, leveling and compaction of dumps at all lifts.
- 5.10 Non-operational Dumps will be designated by a berm as per provision of CMR 2017 or as directed by DGMS.

## **6 VEHICLE PARKING AND STANDING:**

- 6.1 For safe operation of vehicles in and around the mine, the Contractor shall ensure for compliance of statutory provisions and any other special instruction/bye laws framed/given by the General Manager (P).
- 6.2 The drivers shall not park or stand vehicles in a position that will endanger other traffic in the mines premises.
- 6.3 The drivers shall not park or stand vehicles within 30 m of the working area of mobile equipment or where vehicle cannot be observed.
- 6.4 The drivers shall not park or stand vehicles within the area of swing of the excavation Machinery without first obtaining permission from the operator of excavating machine.
- 6.5 The drivers, before leaving parked vehicles, shall ensure that the vehicle is secured, that parking brakes have been applied and that all implements have been lowered. If circumstances dictate that a heavy vehicle must be parked facing up or down a slope then the wheels should be choked with stop blocks and steering off center.

## **7 CONSTRUCTION & MAINTENANCE OF ROADS, FOOTPATH, SERVICE ROAD ETC.**

The Contractor will be responsible for construction and maintenance of all roads with parapet including haul roads within the mining pit and at the surface up to the dumps. GMDC reserves full rights to use such roads, without any liability what so ever, for movement of any other traffic. More over separate road one for light motor vehicle and another for HEMM shall be provided and maintained. All haul roads and service roads should be in good condition with permissible gradient and parapet required as per regulation for vehicular movement.

The Contractor shall make arrangements for sprinkling of water on haul roads, service road, parking plots, mining faces, dump yards, stack yard, Vadh-ghat plot and other working places etc., and take adequate precautions for dust suppression.

## **8 FITNESS OF HEAVY EARTH MINING & TRANSPORTATION MACHINERY:**

- 8.1 The Contractor will be required to deploy heavy earth mining & transportation machinery which are tested, found fit and roadworthy and shall have all safety features as required by DGMS. The Contractor will be required to maintain adequate competent officials / persons for maintenance & examination of machinery. In addition, Engineers or other competent persons of GMDC; individually or as a part of Joint Inspection Team; will also examine and verify fitness of these machinery.
- 8.2 The Contractor will provide full cooperation and help in carrying out examination and tests. However, during any such test / examination, if any machinery is found unfit, the Contractor will forthwith withdraw it for necessary repairs and maintenance and will not put it back in to operation unless it is again examined and certified fit by the GMDC's Engineer or other competent persons.

**9 LIGHTING/ILLUMINATION:**

- 9.1 When, any work is performed at night or where daylight is insufficient or obscured, the Contractor shall provide at his cost artificial lights, wherever required on high towers, sufficient to permit the work to be carried on properly and to permit thorough inspection by the Mines Manager. The lighting standards shall be as prescribed in CMR 2017 by DGMS.
- 9.2 The Contractor shall be responsible to construct and maintain at his cost proper and adequate lighting, guarding and taking necessary safety measures for all works under the contract as may be necessary or guided by the Mines Manager. Contractor shall arrange to provide lighting in active pit and working area as per statute.
- 9.3 The power and light connections, wiring, equipment etc. shall be maintained by the Contractor throughout the contract period and till GMDC takes over the physical possession of work site at the end of the contract period. The power and light connection, wiring, equipment and other installations shall be subject to the inspection and passing by the Mines Manager or other authorized official and the authorities of Central Government under the Electricity Act & Indian Electricity Rules, subject to conditions of electricity supply by the State Electricity Authorities, or any act or law applicable with change suggested from time to time.
- 9.4 Any additions and alterations thereto shall be got approved by the Contractor from the Mines Manager and certified from Electrical Inspector from DGMS, required under law.

**10 MINE DESIGN PARAMETERS.**

The Contractor shall adhere to the mine design parameters as follows –

	<b>Particulars</b>	<b>Unit</b>	<b>Value</b>
A.	Pit Slope Geometry		
	i. Progressive	Ratio	1 in 3.00(minimum)
	ii. Ultimate	Ratio	1 in 3.00 (18.43°)
B.	Bench Design Parameters		
	a. Height of benches	Meter	Max.3.00
	b. Face slope angle	Degree	63.40°
	c. Width of working bench	Meter	10.00 to 12.00
	d. Width of Ultimate bench	Meter	Min. 7.50
C.	Back Filled Dumps		
	i. Max. overall slope of dumps	Degree	22°
	ii. Height of each lift	Meter	Max. 10.00
	iii. Min. safety distance between dump toe and lignite bottom face	Meter	100
D.	Outside Dumps		
	i. Max. overall slope	Degree	22°

	ii. Max. height of dumps iii. Height of each lift	Meter Meter	50.00 Max. 10.00
E.	Haul Road a. Width b. Gradient	Meter Ratio	25m 1:16 (General) 1:10(for ramps)

The scientific study of the mine regarding bench design parameters, ultimate pit slope, dump height and slope, safe limit for dump stability, etc. will be carried out shortly and if required changes in the design parameters will be required to be adhere in the mine working by the bidder.

## 11. DRAWINGS SUPPLIED BY THE GMDC.

- 11.1 Drawings attached with tender shall be for the general guidance of the Bidders to enable them to visualize the type of work contemplated and scope of work involved. The Bidder will be deemed to have studied the drawings and formed an idea about the works involved.
- 11.2 Any discrepancy between the specifications and the drawings or any error, omission or ambiguity in the specifications or the drawings, shall not invalidate the contract. The Contractor shall immediately on noticing any such discrepancy; error, omission or ambiguity brings the same to the notice of the General Manager (P). Any work done by the Contractor even after discovery by him of such discrepancy, error, omission or ambiguity will be at the Contractor's risk and cost.
- 11.3 Any work, for which no specification or drawing has been prescribed or issued by the GMDC; it shall be carried out by the Contractor in all respects in accordance with law and the instructions and requirements of the General Manager (P).
- 11.4 The drawings for the work as listed herein are based upon the available information. There may be some variation between the estimates and the actual conditions. The Contractor shall not be relieved of the liability under the contract for any loss sustained by the Contractor as a result of any variance between conditions as shown on the drawings and the actual or otherwise.
- 11.5 The drawings are the properties of the GMDC and it shall be not transferred or copied without permission of the GMDC.

## 12 RIGHT TO REVIEW THE PERFORMANCE:

GMDC reserves the right to review and assess the performance of the work at any time during the contract period. In case of poor or unsatisfactory performance and/or breach of any terms and conditions of the contract, GMDC shall have discretion to take appropriate action including termination of the contract.

**CHAPTER – VI**  
**TERMS AND CONDITIONS OF THE TENDER**

Gujarat Mineral Development GMDC Ltd., (herein after referred to as GMDC) proposes to carry out the works of Removal of OB/IB and Excavation of Lignite and Loading into consumer trucks/dumpers and related ancillary activities as directed by GMDC from experienced and reputed Bidders at Umarsar Lignite Mine, Umarsar:

**1 EARNEST MONEY DEPOSIT (EMD):**

- 1.1 A non-interest bearing Earnest Money Deposit of **Rs.70.00 Lakh/-(Rupees Seventy Lakh only)** shall be paid along with the tender, enclosed with Technical Bid documents in seal cover super scribed "TECHNICAL BID", in form of Demand Draft in favour of GMDC Ltd. payable at Ahmedabad from banks approved by Govt. of Gujarat from time to time(except Co-Operative bank) or **Fixed Deposit** from Banks approved by Govt. of Gujarat (except Co-operative Bank) duly lien/pledged in the name of GMDC for a period of not less than 6 (six) months from the date of opening of preliminary bid and shall be renewed from time to time in case of requirement or Bank Guarantee issued by banks approved by Govt. of Gujarat from time to time(except Co-Operative bank) in the form and manner acceptable to the GMDC valid for a period of not less than 6 (six) months from the date of opening of preliminary bid.
- 1.2 Any tender submitted without Earnest Money Deposit in the desired form or inadequate amount of EMD shall be summarily rejected and no claim shall be entertained on such rejected tenders.
- 1.3 List of the banks approved by Govt. of Gujarat is as per **Annexure- I**.
- 1.4 EMD will be refunded to unsuccessful bidders within 30 days of determination of the L1 Bidder.
- 1.5 The EMD of the Contractor shall either be adjusted as a part of security deposit, if desired by the Contractor or shall be refunded on receipt of security deposit amount as stipulated in clause No.2 of the Chapter-VI.
- 1.6 In case of non conformity, irresponsible behavior and fluctuation on the matter discussed/negotiated with the Contractor regarding the contract work before issuing the LOI, the amount of the EMD paid will be forfeited and necessary further actions including black listing of the Contractor may be initiated as may be deemed fit by the GMDC.

**2 SECURITY DEPOSIT:**

- 2.1 Security Deposit is measure of liquidated damages sustained by GMDC for not performing the contract satisfactorily. Nothing herein above shall disentitle GMDC from claiming the damages actually sustained in the value over and above the Security Deposit.
- 2.2 The Contractor shall pay security deposit in the following manner:
  - A. 2.5% or 5% of the total contract value excluding GST at the time of award of the work before commencement of the contract work in form of a Demand Draft in

favour of GMDC payable at Ahmedabad or a Bank Guarantee, from Banks approved by Govt. of Gujarat having validity for the minimum period of two and half years (except Co-operative Bank) in the form and manner acceptable to GMDC or in form of a Fixed Deposit from Banks approved by Govt. of Gujarat (except Co-operative Bank) duly lien/pledged in the name of GMDC for the minimum period of two years and shall be renewed from time to time in case of requirement.

- B. In case of SD submitted in form of Bank Guarantee, before one months of its expiry, the same shall have to be renewed from time to time as per requirement of GMDC. The final renewal of Bank Guarantee should made valid till six months beyond the expiry of contract period.
- C. In case of SD amount submitted at 2.50% of the contract value at the time of award of work, remaining 2.5% of the SD amount will be recovered from every RA Bill against the security deposit till the total amount of SD built up of the contract value excluding GST.

However, in case of contract value exceed then the contract value at the time of award of work, 5% of additional contract amount will be recovered from every RA Bill onwards as security deposit.

- 2.3 SD amount recovered/deposited by the Contractor shall be released within a period of six months after satisfactory completion of the work and removal of equipment, tools tackles, campsite etc, and due fulfillment of all the terms and conditions of the contract. The Contractor shall obtain "No Dues Certificate" and " Site Clearance " certificate to this effect from the General Manager [Project] / Project-in-Charge and shall submit the same to the General Manager [Lignite Project] at HO, who after verification of the fact will arrange to release the SD.
- 2.4 Security deposit shall not bear any interest under any circumstances.
- 2.5 Security Deposit is a measure of liquidated Damages sustained by GMDC for not working the mine as required by present contract.
- 2.6 The SD deposited by the Contractor will be forfeited if the Contractor fails to -
  - A. Mobilize its machinery as per minimum requirement for technical qualification criteria at the clause no. 3 of the chapter-IV of the tender document and manpower to start the work within 45 days of date of acceptance of LOI.
  - B. Maintain all mine design parameters as enumerated in clause No- 9 of Chapter-V.
- 2.7 GMDC reserves the right to recover the charges or the liquidated damages from the Security Deposit in the following circumstances-
  - A. If the Contractor or its employees causes any damage or destroy any property belonging to GMDC.
  - B. The shortfall amount of all compensations, penalties and other sums of money payable by the Contractor or recoveries to be made under the terms of this contract which is due but not paid by the Bidder in full, etc.
  - C. Any other dues on account of statutory compliance.

### **3 RUNNING ACCOUNT BILLS:**

3.1 The Contractor shall submit monthly Running account bills for the work executed during the period (a calendar month or a period not less than 30 days) within 7 days of the completion of the period for the works. Running account bill shall be processed after execution of the agreement only.

#### **3.2 Payment of RA Bill -**

**A. Payment for the Work of Removal of Overburden/Interburden in M<sup>3</sup> for monthly running account bill shall be made on the basis of certified actual quantity of Removal of Overburden/Interburden in M<sup>3</sup> and the rate finalized for the work as under:**

**i. Work Component:**

Payment of Removal of Overburden/Interburden =

Finalized Work Component for Removal of Overburden/Interburden in Rs. per M<sup>3</sup>  
X Actual quantity of Removal of Overburden/Interburden in M<sup>3</sup>

**ii. Diesel Component:**

The cost of the diesel will be paid on monthly basis by calculating the quantity of diesel considering Diesel Component finalized and actual quantity of Removal of Overburden/Interburden in M<sup>3</sup>.

**Price of the Diesel in Rupees per Litre which shall be taken as landing cost of the diesel at the Project/nearest project of GMDC procured by the GMDC for their own use or landing cost at the project as provided by the supplier.**

**Example:**

Diesel Component finalized for quantity of Removal of Overburden/Interburden =  
0.25 Litre per M<sup>3</sup>

Monthly Actual quantity of Removal of Overburden/Interburden = 3.00 Lakh M<sup>3</sup>

Prevailing Landing Price of the Diesel at the Project = Rs.64.37 per Litre

Payment = Actual quantity of Removal of Overburden/Interburden in M<sup>3</sup> x Diesel  
Component finalized x Price of Diesel

= 3.00 x 0.25 x 64.37 = Rs.48.27 Lakh.

**B. Payment for the Work of Excavation & Loading of Lignite into consumers trucks/dumpers for monthly running account bill shall be made on the actual quantity of lignite in MT excavated and loaded into consumers trucks/dumpers and will be determined as per GMDC's weighbridge report.**

**i. Work Component:**

Payment for Work of Excavation & Loading of Lignite into dumpers =

Finalized Work Component for Work of Excavation & Loading of Lignite into dumpers in Rs. per MT X Actual quantity of Excavation & Loading of Lignite into dumpers in MT

**ii. Diesel Component:**

The cost of the diesel will be paid on monthly basis by calculating the quantity of diesel considering Diesel Component finalized and actual quantity of Excavation & Loading of Lignite into dumpers in MT.

**Price of the Diesel in Rupees per Litre which shall be taken as landing cost of the diesel at the Project/nearest project of GMDC procured by the GMDC for their own use or landing cost at the project as provided by the supplier.**

**Example:**

Diesel Component finalized for Excavation & Loading of Lignite into dumpers in Liter per MT = 0.25 Litre per MT

Monthly Actual quantity of Excavation & Loading of Lignite into dumpers in MT = 1.00 Lakh MT

Prevailing Landing Price of the Diesel at the Project = Rs.64.37 per Litre

Payment = Actual quantity of Excavation & Loading of Lignite into dumpers in MT x Diesel Component finalized x Price of Diesel

= 1.00 x 0.15 x 64.37 = Rs.9.65 Lakh.

**C. Payment for the Combined Work of Lignite Transportation & Re-Loading of Lignite from Stack Yard for monthly running account bill shall be made on the actual quantity of lignite in MT transported and Re-loaded into consumers trucks/dumpers and will be determined as per GMDC's weighbridge report.**

**i. Work Component:**

Payment for Combined Work of Lignite Transportation & Re-Loading of Lignite from Stack Yard =

Finalized Work Component for Combined Work of Lignite Transportation & Re-Loading of Lignite from Stack Yard in Rs. per MT X Actual quantity of Combined Work of Lignite Transportation & Re-Loading of Lignite from Stack Yard in MT

**ii. Diesel Component:**

The cost of the diesel will be paid on monthly basis by calculating the quantity of diesel considering Diesel Component finalized and actual quantity of Combined Work of Lignite Transportation & Re-Loading of Lignite from Stack Yard in MT.

**Price of the Diesel in Rupees per Litre which shall be taken as landing cost of the diesel at the Project/nearest project of GMDC procured by the GMDC for their own use or landing cost at the project as provided by the supplier.**

**Example:**

Diesel Component finalized for Combined Work of Lignite Transportation & Re-Loading of Lignite from Stack Yard in Liter per MT = 0.25 Litre per MT

Monthly Actual quantity of Combined Work of Lignite Transportation & Re-Loading of Lignite from Stack Yard in MT = 0.30 Lakh MT

Prevailing Landing Price of the Diesel at the Project = Rs.64.37 per Litre

Payment = Actual quantity of Combined Work of Lignite Transportation & Re-Loading of Lignite from Stack Yard in MT x Diesel Component finalized x Price of Diesel

= 0.30 x 0.25 x 64.37 = Rs.4.82 Lakh.

- 3.3 Monthly Running Account Bill shall be submitted to the office of the General Manager (Project) with following documents:
- A.** Detailed measurement & computation sheets, plans and cross sections indicating the ground levels and the working levels duly certified by the Mines Surveyor for the Removal of Overburden/Interburden work carried out under the contract.  
Summery sheet showing total volume of Removal of Overburden/Interburden during the R.A. Bill period and summery sheet showing cumulative quantity of Removal of Overburden/Interburden up to the R.A Bill period.
  - B.** Date and shift wise weighbridge statement duly certified by authorized official, showing numbers of dumpers/trucks loaded by the Contractor during the period along with tonnage of lignite excavation and loading and Combined Work of Lignite Transportation & Re-Loading of Lignite from Stack Yard with a summery sheet showing total tonnages of lignite excavation & loading and Combined Work of Lignite Transportation & Re-Loading of Lignite from Stack Yard during the R.A Bill period and summery sheet showing cumulative tonnages of lignite excavated and loaded and Combined Work of Lignite Transportation & Re-Loading of Lignite from Stack Yard up to the R.A Bill period.
  - C.** Copies of Muster Roll and Payment sheets showing the amount of PF deducted from salaries of the labour and employees, PF No. of labour and employee, amount of contribution of the Bidder.
  - D.** Copy of the challans for the PF amount deposited in RPFC for the previous month, in respect of PF deduction related exclusively to this contract as well as copies of monthly returns i.e. 3A and yearly 6A.
  - E.** No Due Certificate and satisfactory work performance report.
  - F.** Check List.
  - G.** Compliance of all law relevant with the work carried out by Contractor such as Labour, Mining, and Factories Act etc.

**4 MODE OF PAYMENT:**

The Running Account bills, submitted at the office of General Manager (Project) will be processed there considering following deductions.

- a) Income tax as per provision of Income Tax Act, and other Taxes (and surcharges) applicable in force from time to time
- b) Security Deposit @ 2.5% of the gross amount of the RA bill as per clause No.2 of Chapter-VI of the tender document.
- c) Cost of any other services provided / material supplied plus 10% administrative charge, if any, by the GMDC.
- d) Liquidated damages leviable as per clause No.5 of Chapter-VI
- e) Other deductions, if any
- f) Recovery of Mobilization advance as per clause no.6 of chapter-VI.
- g) An ad-hoc payment @ 80% of the payable amount arrived after considering above deduction, will be paid by office of the G.M. [Project], within 7 days of submission of the bill along with its details.
- h) The bill shall then be sent to GMDC's Corporate Office at Ahmedabad for verification, auditing and approval. Balance 20% payable amount of Running account bills shall become payable by Project only within one week of the receipt of the approved bill from Corporate Office.

**5. LIQUIDATED DAMAGES (L.D.):**

- 5.1 If the Contractor fails to start the actual work within 45 days from the date of acceptance of LOI as required under clause no.8 of Chapter-II of tender document, a liquidated damages @ Rs.15, 000/- per day shall be leviable, for a maximum period of 20 days. If the Contractor fails to start work even after 20 days, the GMDC will be free to forfeit the EMD and/or SD, or both the EMD and SD and take action stipulated under Clause No.1 & 2 of Chapter-VI of tender document.
- 5.2 LD shall also be leviable every month on any shortfall in the cumulative quantities of Removal of Overburden/Interburden against cumulative monthly-targeted quantity of Removal of Overburden/Interburden as mentioned below, for the reasons not attributed to GMDC. Shortfall in the targeted quantity shall be reviewed on cumulative target basis at the end of each month so that the Contractor can recoup and recover the shortfall of the month and the LD recovered will be refunded. If the cumulative quantity of actual Removal of Overburden/Interburden is more than the cumulative target of Removal of Overburden/Interburden, no liquidated damages will be levied.

<b>Shortfall in the actual quantity</b>	<b>Rate for Liquidated damages for shortfall quantity</b>
Up to 5% of the monthly target	Nil
More than 5% and up to 15% of the monthly target	10% of the contract rate per Cubic Meter.
More than 15% of the monthly target	15% of the contract rate per Cubic Meter.

- 5.3 LD shall also be leviable every month on any shortfall in the cumulative quantities of lignite excavated and loaded into consumer trucks/dumpers against cumulative monthly-targeted quantity of lignite as mentioned below, for the reasons not attributed to GMDC. Shortfall in the targeted quantity shall be reviewed on cumulative target basis at the end of each month so that the Contractor can recoup and recover the shortfall of the months and the excess LD recovered will be refunded. If the cumulative quantity of actual lignite dispatch is more than the cumulative target of lignite dispatch, no liquidated damages will be levied.

<b>Shortfall in Monthly Targeted Qty.(MT) of Lignite Excavation &amp; Loading</b>	<b>Rate for LD on shortfall Qty.</b>
Up to 2% of Monthly Targeted Qty. (MT)	Nil
More than 2% to 5% of Monthly Targeted Qty. (MT)	5% of the Prevailing Maximum Basic Selling Price of the lignite
More than 5% to 10% of Monthly Targeted Qty. (MT)	10% of the Prevailing Maximum Basic Selling Price of the lignite
More than 10% to 15% of Monthly Targeted Qty. (MT)	15% of the Prevailing Maximum Basic Selling Price of the lignite
More than 15% of Monthly Targeted Qty. (MT)	20% of the Prevailing Maximum Basic Selling Price of the lignite

- 5.4 If it appears that the quantity of Removal of OB/IB and Excavation of Lignite and Loading into consumer trucks/dumpers are not suppose to hamper the business interest of GMDC, in that case, MD, GMDC may review the applicability of the above clauses 5.2 & 5.3.
- 5.5 GMDC shall have the right to reduce the target and revise the schedule of target and increase/decrease the total quantity of Removal of OB/IB and Excavation of Lignite and Loading into consumer trucks/dumpers.
- 5.6 Normally, the mining is not possible during the monsoon period due to rainfall. As such, no targets for mining are proposed and no liquidated damages will be leviable for the monsoon period between 15<sup>th</sup>June to 15<sup>th</sup> September every year. But the Contractor will be required to maintain skeleton manpower at site, required to carry out dewatering and to meet any emergency which may arise due to heavy rainfall or otherwise.
- 5.8 In case of failure of monsoon or a poor monsoon, the Contractor shall be at liberty to cover up the backlog of work, if any and also to carry out excess work during such monsoon period.

If due to any reasons not attributed to the Contractor, local conditions and situations etc., no liquidated damages will be levied. Monthly target will be reduced proportionately for the calculation of liquidated damages only on the submission of certificates from the General Manager (P) for the actual rainy days and its after-effect during which no Removal of OB/IB and Excavation of Lignite and Loading into consumer trucks/dumpers could be made by the Contractor for the period other than monsoon period i.e. 15<sup>th</sup>June to 15<sup>th</sup>September. Similarly any stoppage of work for any reason not attributed to the Contractor, no LD will be levied.

- 5.9 Under any circumstances GMDC shall not be liable to pay any compensation to the Contractor.
- 5.10 Monthly target will be reduced as and when required from the schedule target for the calculation of liquidated damages only on the submission of certificates from the General Manager (P). Similarly any stoppage of work for any reason not attributed to the Contractor, no LD will be levied.
- 5.11 Contractor has to make sufficient arrangement for mine lighting at working places, haul roads and dump yards as per standard prescribed in CMR 2017 or as directed by DGMS. In case of failure or inadequate arrangement for mine lighting, GMDC shall carry out the activity by own arrangement or by deploying other agency. Liquidated damages shall be leviable 1.5 times the expenditure incurred for the same activity from the Contractor.
- 5.12 Contractor has to make sufficient arrangement for Dust suppression at all working places, haul roads, dumps, along the consumer truck traffic circuit and as directed by the General Manager(P). In case of failure or inadequate arrangement for Dust suppression, GMDC shall carry out the activity by own arrangement or by deploying other agency. Liquidated damages shall be leviable 1.5 times the expenditure incurred for the same activity from the Contractor.
- 5.13 Contractor has to make sufficient arrangement for suppression of fires, if any, in the area under its control. Prevention, suppression and dealing with spontaneous heating/fire of carbonaceous material in working area, dump or any other places under its control. In case of failure or inadequate arrangement for suppression of fires, GMDC shall carry out the activity by own arrangement or by deploying other agency. Liquidated damages shall be leviable 1.5 times the expenditure incurred for the same activity from the Contractor.

## **6 LOCAL FACILITIES / LOCAL CONDITIONS**

- 6.1 GMDC may provide space for Camp site within lease and acquired area, if available.
- 6.2 A single point Three Phase Electricity supply (with metering arrangements) may be made available by GMDC at Contractor's camp / workshop, if located within the mining lease area and/or the land acquired by the GMDC. Further distribution of power will have to be arranged by Contractor at its own risk and cost. Power consumed will be metered and charged at the prevailing rate of UGVCL plus 5% administrative charges. However, the Contractor will be free to make its own independent arrangements. If the Contractor changes the location of its campsite or workshop, the shifting of the supply / metering point will be made only if the Contractor agrees to bear the additional cost likely to be incurred.
- 6.3 A single point Three Phase electricity supply will be made by GMDC at the area of mine working. The location may be shifted with the advance of the mining operation, not more than once in a year. Necessary further distribution to ensure required illumination over the area would have to be made by the Contractor at his risk and cost. The Contractor shall ensure that all safety devices, as stipulated in the Indian Electricity Rules are provided and are always in operation, while organizing

distribution of power. However, power supply for this purpose will be made free of cost.

- 6.4 The tools, tackles, machinery, equipment, pump etc. and the manpower required to execute the contract shall be arranged by the Contractor only. The Contractor shall at his own expense, furnish all necessary erection tools, hoists, cranes, derricks cables and slings rigging, skids, welding machines, preheating and stress relieving equipment all associated protective equipment, instruments, appliances, materials and supplies required for unloading handling, transporting, that may be required to accomplish the work under contract unless otherwise provided for. Adequacy of such will be subject to final determination of GMDC.
- 6.5 The Contractor shall bear and pay all charges on all construction tools and equipment furnished by him.

## **7 STATUTORY OBLIGATIONS:**

- 7.1 All the directives issued by DGMS from time to time as well as provisions made in the CMR 2017 shall be binding on the Contractor.
- 7.2 The removal of Overburden/ earth excavation and excavation of lignite shall have to be done by the Contractor by preparing benches, from top to bottom, as per provisions of the Mines Act/Rules/Regulations and orders made there under & in force from time to time, by deploying mechanical equipment viz. Hydraulic excavators / shovels, dumpers, Dozers etc.
- 7.3 Contractor has to comply with the Recommendations of 11<sup>th</sup>National Conference on Safety in Mines as listed under:
- a) Prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them.
  - b) Provide a copy of the SOP to the person designated by the mine owner who shall be supervising the Bidder's work.
  - c) Keep an up to date SOP and provide a copy of changes to a person designated by the mine owner.
  - d) Ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he shall deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner.
  - e) For work of a specified scope/nature, develop and provide to the mine owner a site specific code of practice.
  - f) Ensure that all sub-Bidders hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance all safety laws by the sub or sub-sub Bidders.
  - g) All persons deployed by the Contractor for working in a mine must undergo vocational training, initial medical examination, PME. They should be issued cards

stating the name of the Contractor and the work and its validity period, indicating status of VT & IME.

- h) Every person deployed by the Contractor in a mine must wear safety gadgets to be provided by the Contractor. If Contractor is unable to provide, owner/agent/manager of the mine shall provide the same at the cost of the Contractor.
  - i) The Contractor shall submit to DGMS returns indicating – Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
- 7.4 The Contractor shall be responsible for arranging requisite manpower, its training and medical examination and shall also fulfill the provisions of Mining and Labour laws, PF Act and Rules, Contract Labour Laws, The Employees' compensation Act etc., pertaining to employment of labour and other statutes in force from time to time.
- 7.5 The Contractor will be required to obtain License from the office of the Labour Commissioner for the required strength of labour, before commencement of work at site and the same shall be maintained updated and valid throughout the currency of the contract.
- 7.6 If any amount becomes payable by GMDC as a result of any claim or application in terms of the provisions or non compliance of provision of the any Acts and the Rules and Regulations, By-laws or the Orders made there under, applicable from time to time, such amounts shall be recoverable from the Contractor for which GMDC will not be responsible for any compensation.
- 7.7 The Contractor shall also indemnify the GMDC against any claims, compensations, damages, loss, liquidated damages etc. for breach and / or non-fulfillment of the prevailing Rules and Regulations and other statutory provisions in force from time to time and applicable to the work during the currency of contract.
- 7.8 The Contractor will provide air-conditioners in the operators' cabin at his cost and risk.
- 7.9 The Contractor will also arrange for IME and PME and shall comply other statutory provisions of Law.
- 8 LAWS, REGULATIONS AND PERMITS AND RULES MADE THERE UNDER:**
- 8.1 The Contractor shall comply with all applicable laws, ordinances, approved standards, rules and regulations, and shall procure all necessary municipal and governmental permits, licenses and inspection and shall pay all fees and charges in connection with the items covered by the contract and/or purchase order. The

Contractor shall serve GMDC harmless as a result of any in factions thereof. Contractor will be solely liable for all non compliances.

- 8.2 The following are some of the major Government of India Acts and Regulations to be complied with. List is illustrative and not exhaustive.
- a) The Mines Act, 1952, its Rules and Regulations.
  - b) Coal Mines Regulations 2017.
  - c) The Indian Explosives Act of 1884 (4 of 1884) and Amendments and Rules (Amended Up to date)
  - d) The Indian Factories Act of 1948 (63 to 1948) and Amendments and Rules (Amended up to date)
  - e) The Mines & Minerals (Development & Regulation) Act, 2015 & Rules made there under
  - f) The Indian Explosives Act of 1884 (4 of 1884) and Amendments and Rules (Amended Up to date)
  - g) The Indian Factories Act of 1948 (63 to 1948) and Amendments and Rules (Amended up to date)
  - h) The Employees Compensation Act 1923 and Amendment Act 2010
  - i) The Payment of Wages Act 1936 and Amendment Act 2012
  - j) Payment of Bonus Act 1965 and Amended up to date
  - k) Contract Labour Regulations & Abolition Act 1970
  - l) Interstate Migrant Workmen (Regulations) Act 1979
  - m) Recommendation of 11<sup>th</sup>Safety conference
  - n) Circular No. 5 of 2010 regarding Implementation of safety features in dumpers/Tippers.
  - o) DGMS Guidelines issued from time to time.

## **9 NOTICE**

Written notice shall be deemed to have been duly served if delivered to the individual or to Contractor or to the Signing Authority of the GMDC from whom it is intended, or if delivered at or sent by mail or post, to the last business address known to him who gives the notice.

## **10. BANKRUPTCY ETC.**

- 10.1 If the Contractor commits an act of Bankruptcy or goes into liquidation except for construction purposes, or if its business is carried on by a receiver, such receiver, liquidator or any person in whom the contract may become vested shall forthwith give notice thereof in writing to GMDC and in reasonable time during which he shall take all reasonable steps to prevent stoppage of performance of the contract, have the option of carrying out the contract subject to his or their providing such

guarantees as may be required by GMDC but not exceeding the value of the work for the time being remaining unexecuted.

- 10.2 In the event of stoppage of performance under the contract, the period of option under this clause shall be decided by GMDC considering the situation, provided that the above option is not exercised, GMDC may terminate the contract by serving notice in writing to the Contractor. The power and provision so reserved to GMDC on taking of the work out of the Contractor's hands shall apply as far as they may be when the contract is so terminated.

## **11 CANVASSING NOT PERMITTED**

- 11.1 Bidder should not canvass their offer personally or otherwise by approaching the Chairman or the Member of GMDC. If any Bidder wants to make any representation regarding his offer, he should write to the General Manager (LP), if he desires, but personal and oral representations are not permitted.

- 11.2 In spite of the above clear instructions, any Bidder is found to canvass his offer or against his competitor's offer through personal approach to the competent authority or the officials of GMDC, their offer will be rejected without assigning any reason and the firm even is black listed.

## **12. TERMINATION OF CONTRACT**

If at any time during the currency of this contract, if any breach occurs due to the reasons attributed to the Contractor, GMDC shall be at liberty to terminate this contract without assigning any reasons, whatsoever, for such termination and any losses and/or damages occurring due to such termination shall be borne by the Contractor. GMDC shall be entitled to forfeit Security deposits as Liquidated damages.

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

- 13.1 The Contractor would endeavor to avoid litigation and disputes during the course of execution of works under the Contract. However, if such disputes take place between the Contractor and GMDC, effort shall be made first - to settle the disputes at the GMDC's level, by engaging into settlement talks. The Contractor shall make a request in writing to the Project Authority for settlement of such disputes/claims within 30 (thirty) days of arising of the cause of dispute/claim failing which no dispute claims of the Contractor shall be entertained by GMDC.

- 13.2 Any and all disputes arising out of or in relation to this Tender and subsequent Contract and interpretation of terms and conditions of the contract would be referred to the Managing Director of GMDC for consideration. The Managing Director of GMDC shall provide a decision on the dispute after considering the written arguments of both the Parties and the complete merits of the matter. The decision of the Managing Director shall be delivered no later than 180 days from the date of reference of disputes to the Managing Director by any of the Parties. The Parties may, upon mutual written concurrence, agree to forego and abandon

this stage of dispute resolution before the Managing Director and directly proceed with arbitration.

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

**14 GOVERNING LAW AND JURISDICTION:**

**GOVERNING LAW:**

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

**JURISDICTION:**

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

**15 PROVISIONS RELATED TO INSURANCE:**

- 15.1 Insurance –The Contractor shall take full responsibility to take all precautions to prevent loss or damage to the works or part thereof for any reasons whatsoever (except for reasons which are beyond control of the Contractor or act of God, e.g. flood, riots, war, earthquake, etc.) and shall at his own cost, repair and make good the loss/damage to the work so that on completion, the work shall be in good order and condition and in conformity with the requirements of the Contract and instructions of the Project Authority, if any.
- 15.2 The Contractor shall, at all times during the pendency of the Contract, indemnify the GMDC against all claims, damages or compensation under the provisions of the Employee's Compensation Act and shall take insurance policy covering all risk, claims, damages or compensation payable under the Employee's Compensation Act or under any other law relating thereto.
- 15.3 The Contractor shall ensure that the insurance policy/policies are kept alive till full expiry of the Contract by timely payment of premiums and shall not be cancelled without the approval of the GMDC. The cost of premiums shall be borne by the Contractor and it shall be deemed to have been included in the tendered rate.
- 15.4 In the event of the Contractor's failure to effect or to keep in force the insurance referred to above or any other insurance which the Contractor is required to effect under the terms of the Contract, the GMDC may effect and keep in force any such

insurance and pay such premium/premiums as may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due by the Contractor.

**16 TRAVELING, LIVING AND OTHER EXPENSES:**

The Contract price shall include all salaries, and wages, all traveling time and expenses, boarding and lodging allowance and medical expenses of all personnel furnished by the Contractor and all payments which the Contractor may have to make in relation to the work, to the labourers and other personnel employed. Further the contract price shall include all taxes and liability in respect of Employee's Compensation Act, Employee State Insurance Act and Employees Provident Fund Act, etc.

**17 MEASUREMENTS**

17.1 **OB/IB removal work:** - Measurements of OB /IB work shall be made using Total Survey Stations. The field readings shall be directly transferred to computer software for computation of volumes and preparation of plans and sections. Datamine or any other suitable software shall be used for this purpose.

An authorized representative of the Contractor shall remain present at the time of field measurement and computation work and will also certify the same.

The measurement and the computations provided by the GMDC shall be final and binding to the Contractor.

17.2 **Excavation and Loading Of Lignite & Combined Work of Lignite Transportation & Re-Loading of Lignite from Stack Yard :** - Date and shift wise weighbridge statement duly certified by authorized official, showing numbers of dumpers/trucks loaded by the Contractor during the period along with tonnage of lignite excavated & loaded and Combined Work of Lignite Transportation & Re-Loading of Lignite from Stack Yard, with a summery sheet showing total tonnages of lignite excavated & loaded and Combined Work of Lignite Transportation & Re-Loading of Lignite from Stack Yard during the R.A Bill period and summery sheet showing cumulative tonnages of lignite excavated & loaded and Combined Work of Lignite Transportation & Re-Loading of Lignite from Stack Yard up to the R.A Bill period.

**18 NON FULFILMENT OF TERMS AND CONDITION OF THE CONTRACT:**

18.1 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 fulfill the contract. In such event, the GMDC shall have a right to complete and / or to get the work completed at the cost & risk of the Contractor and the Contractor shall be responsible to pay such cost incurred by the GMDC to complete the work and / or to get the work completed.

18.2 Likewise, if the Contractor does not fulfill the terms and conditions of the contract and does not carry out the work up to the entire satisfaction of GMDC, GMDC has the right to forthwith terminate the contract at its sole discretion, without assigning any reason, Under such events, the GMDC shall be entitled to forfeit the security deposit paid by the Contractor and the GMDC shall have a right to complete the work and / or to get the work completed at the risk and cost of the Contractor.

18.3 For any reasons, if it is required, the 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 or reason 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.

**19 ACCIDENT ETC. AND RESPONSIBILITIES OF BIDDER:**

19.1 The entire responsibility on account of any accidents, damage or personal injury which may occurred to any of the Contractor's vehicles/ equipments or his/its employees or any outside party shall be exclusively that of the Contractor and no claim whatsoever shall be entertain by the GMDC on this account. The Contractor shall keep the GMDC indemnified from all the consequence.

19.2 In the event of any breakdown or accident during the course of any operation, the Contractor shall notify the facts to the Mine Manger, Project Authority or any other officer immediately present there of such incidence and shall simultaneously make adequate remedial arrangements on his/its own cost and risk and as per the instruction of the Project Authority /Mine Manager.

19.3 The Contractor shall pay all claims, damages and compensation with cost arising out of or resulting there from to the third party(s) and in case the GMDC would be required to face any proceedings all to pay any amount on the aforesaid account, it shall be deemed to have been discharge on behalf of the Contractor, the same amount shall be recovered from the Contractor bill or dues pending towards GMDC.

**20 GENERAL CONDITONS:**

20.1 As per the provision of mines V.T. Rules, all workers proposed to be employed by the Contractor, will have to be trained before employment at recognized / approved GMDC VT Centre.

20.2 The appointment/ authorization of all employees shall be issued with intimation to and through the Mines Manager of GMDC.

20.3 Medical examination of all persons to be employed by the Contractor in the mine shall have to be conducted as per law.

20.4 All the equipment proposed to be used in the mines shall be physically examined by GMDC's Engineers for verifying its use-worthiness in the mines.

- 20.5 All the persons of the Contractor engaged inside the mining area must wear Helmet and Shoes. As and when required other personal protective wears shall also be provided to them.
- 20.6 The Contractor shall take adequate statutorily prescribed insurance cover for all men and machinery engaged by him/it for performance of the work at site. Any insurance claim brought against the GMDC by an individual or by customers or by any such other persons who suffered damage due to negligence of the Contractor or his sub-Bidder or his employees / Agent, the same shall be settled by the Contractor at his cost.
- 20.7 The Contractor has to ensure supervision of the work through duly qualified and competent persons and also has to make sure that a responsible Manager/ Engineer is full time available on work site to whom GMDC can issue the instruction and who can fulfill such instructions. Contractor shall appoint qualified Manpower.
- 20.8 The Contractor shall not change the constitution of the firm/name during the currency of the contract without prior approval of GMDC. Upon such change in constitution and/or name, Supplementary agreement to that effect shall be executed and if the SD is submitted in form of BG/FD than fresh BG in the name and/or constitution shall be submitted failing which necessary action as deemed fit by GMDC shall be taken
- 20.9 All the staff members of the Contractor shall carry Photo Identity Card while on duty.
- 20.10 Contractor shall have to work in three shifts and by three different relays compulsory (Mandatory). The time of commencement of work and of the end of the work for each relay will be in accordance with the timings of GMDC's own workings. Duration of each shift will be Eight hours, with at least half-an hour rest interval in between. There will be no work on weekly days of rest and on paid/public holidays. This condition is a statutory and shall comply without fail.
- 20.11 The Contractor shall have to open Bank accounts of their workers and shall be required to deposit the wages, advance payment, welfare payments, bonus and all other payments in their accounts. Contractor's bill shall be released only after receiving detailed statement showing name wise wages and all other payments if any having deposited in the accounts of contractor's workers.
- 20.12 The Contractor shall provided necessary arrangement for transportation of manpower from camp site to work site with all the required safety provisions/devices enforced by DGMS under Mines Act and other applicable laws/rules or as directed by GMDC authority.
- 20.13 All the equipment to be deployed by the Contractor must be maintained in proper working order and be fitted with all the required safety devices enforced by DGMS under Mines Act e.g. Audio Visual Alarms, fire extinguisher etc.
- 20.14 In case of any Central/State Government directives regarding mining operation / and execution of work related thereto, the same shall have to be strictly adhered to

and binding upon the Contractor for implementation, for which GMDC will not be responsible for any compensation.

20.15 The Contractor shall abide by the provision of the Motor Vehicle Act for machinery. Any consequences arising out of non-compliance of said Provisions will be at the Contractor sole risk and cost, for which GMDC will not be responsible for any compensation.

20.16 To meet the exigencies arising out of natural calamities or disaster or during any emergency, GMDC reserves the right to take away any of the equipments/machineries deployed at the mines with a mutually consented rate. A separate agreement will be made to this effect.

**21 SUB-CONTRACT:**

The Contractor shall not assign or sub-contract any portion of this work without prior written consent of GMDC.

**22 COMPLETION OF WORK:**

22.1 Upon the Contractor fulfilling the entirety of its obligations under the Contract to the satisfaction of GMDC and subject to terms and conditions of the Contract, it shall become eligible to apply for a Completion Certificate. The General Manger (Project) of GMDC shall formally issue the Completion Certificate, after verifying from the completion documents and satisfying himself that the Works under the Contract have been completed in accordance with all the provisions of this Contract. The Contractor, after obtaining the Completion Certificate shall become eligible to present the final bill for the Works executed by it under the Contract.

22.2 Upon completion of Works under the Contract and before the application for the Completion Certificate, the Contractor shall clear the mining site of GMDC of all rubbish, dirt, rock overburden materials and structures. Failure to clear the mining site may constrain GMDC to clear the said site at the risk and cost of the Contractor.

22.3 The Contractor shall provide GMDC with any and all documents/records/proofs that may be demanded before issuance of Completion Certificate.

**23 FORE CLOSURE:**

23.1 In case of any necessity arising due to local working conditions, land/lease issues, major deviation in the geological data/information, unexpected sliding of the benches or dumps or any unforeseen reason not in the control of the GMDC or of the Contractor, Committee comprising of representative of GMDC, Contractor and Outside Expert from Technical and Financial background shall be constituted and Committee will look into the reasons/causes and analyze the conditions as to whether the work awarded is feasible to continue with the existing terms and conditions of the contract or any other available option or to Fore Close the contract in the interest of both the GMDC and the Contractor.

23.2 If after study of the prevailing conditions of the contract under execution, committee recommends to Fore Close the contract keeping in view the financial implication to both the GMDC and Contractor, guideline/Modality of the Fore

Closure of the contract shall be decided by the committee considering the work executed and unexecuted, period of the contract completed and balance period of the contract, value of the work executed and value of the work unexecuted etc.

**24 FORCE MAJEURE:**

- 24.1 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.
- 24.2 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.
- 24.3 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 GMDC nor the 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.
- 24.4 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
- 24.5 The Contractor or 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:**

- 24.6 Generally Force majeure will be considered in following situations:
- 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.

- 24.7 The parties to the contract affected by force majeure should give at least 15 days written notice in reasonable time under proper receipt of his intension to consider certain period as Force Majeure from the date of occurrence of event leading to force majeure.
- 24.8 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.
- 24.9 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.
- 24.10 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.
- 24.11 However, in no case, GMDC will pay any compensation towards force majeure period nor any compensation will be paid for idle machinery and manpower.

**25 CHANGE IN LAW:**

Nothing in this contract shall entitle the Bidder to claim additional payment against the work executed or being executed or likely to be executed upon the change in law by Government of India or State of Gujarat as regards any taxes, liabilities arising out of work contract, judgments of court etc. That nothing under the said laws shall create any additional liability on the GMDC over and above that set out herein. That unforeseen circumstances in the working of the said contract shall not entitle Bidder to abandon or demand additional payment under a different head not originally mentioned herein and hence nothing except what is contained in the present contract shall constitute binding obligations between parties.

**26 INTERPRETATION:**

That no communication preceding or following the present tender shall have any bearing on the terms and conditions set out herein. That no contract, promise or obligation shall arise out of the said communication, over and above what is set out herein above. That the terms contained herein constitute the entire bargain between the parties and shall not be interpreted in the light of commercial correspondence between the parties.

## FORM – A

**CHECK LIST OF DOCUMENTS ENCLOSED WITH TENDER  
TECHNICAL BID**

<b>S. No.</b>	<b>Document</b>	<b>Declaration (Strike out whichever is not applicable)</b>
1.	Tender Fee	Yes/No
2.	EMD	Yes / No
3.	<b>FORM-A</b> (check list of documents enclosed with tender)	Yes / No
4.	<b>FORM-B</b> (Status of the Bidder)	Yes / No
5.	<b>FORM-C-1</b> (Details of work carried out during the last seven years by the Bidder)	Yes / No
6.	<b>FORM C-2</b> (Details of work carried out should be provided as per FORM C-2 provided in the tender Document)	Yes / No
7.	<b>FORM C-3</b> (Details of Bidder as per the format provided in <b>Form C-3</b> of the Tender Document)	Yes / No
8.	<b>FORM-D</b> (Details of heavy earth moving machinery, equipment etc. Owned and readily available with Bidder)	Yes / No
9.	<b>Form-E</b> (Details of heavy earth moving machinery, equipment etc. Owned and readily available with Bidder as per format provided in <b>FORM E of the Tender Document</b> )	Yes / No
10.	Declaration of not Black listed as per the format provided in <b>Form G</b> of the Tender Document	Yes / No
11.	Undertaking of Genuineness of Document as per format provided in <b>FORM H</b> of the Tender Document	Yes / No
12.	CA Certificate of Net worth, Turnover and Working Capital as per format provided in <b>FORM I</b> of the Tender Document	Yes / No
13.	Undertaking of Indemnity as per format provided in <b>FORM J</b> of the Tender Document.	Yes / No
14.	Declaration of site visit as per format provided in <b>FORM K</b> of the Tender Document.	Yes / No
15.	Declaration of unconditional offer as per format provided in <b>FORM L</b> of the Tender Document.	Yes / No

16.	Declaration regarding unconditional acceptance of all the terms and conditions of the Tender documents per format provided in <b>FORM M</b> of the Tender Document	Yes / No
17.	CA Certificate for ownership of machinery and capacity as per format provided in <b>FORM N</b> of the Tender Document	Yes / No
18.	Power of Authority to sign the documents	Yes / No
19.	Copy of P.F. Registration details	Yes / No

**PRICE BID**

<b>1</b>	Online Price bid submission in Form 'AA'	Yes / No
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**FORM - B****Status of the Bidder**

<b>Particulars</b>	<b>Details</b>
<b>Name of the Bidder:</b>	
<b>Address :</b>	
<b>Registered office :</b>	
<b>For correspondence :</b>	
<b>Telephone No.</b>	
<b>Fax No.</b>	
<b>E-mail Address</b>	
<b>Attested copies of Deeds, Articles of association to be enclosed</b>	
<b>Name of person holding power of attorney (Attested copy of power of attorney to be enclosed)</b>	
<b>Names of Partners with their Present and permanent address</b>	
<b>Name of Bankers with full address and Telephone No &amp; Bank Account Details</b>	
<b>PAN of Bidder</b>	
<b>GST Registration No. of Bidder</b>	
<b>PF Registration No.</b>	

**FORM -C-1****DETAILS OF WORK CARRIED OUT DURING THE LAST SEVEN YEARS BY THE BIDDER**

Sr. No	Description of work with Work place/mine	Name of client with postal address	Period		Quantity awarded	Actual quantity worked	Work experience certificate attached
			From (Date)	To (Date)			
							Yes/No
							Yes/No
							Yes/No
							Yes/No

**\*\*TO BE CERTIFIED BY CHARTERED ACCOUNTANT SHOWING MEMBERSHIP NO/ FIRM REGISTRATION NO.**

**Form C-2**

**Bidder should submit the details of work carried out during the last seven years by the Bidder in below format in addition to the details submitted in the Form-C-1:**

Bidder	Quantity in Lakh M <sup>3</sup>						
	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17

**\*\*TO BE CERTIFIED BY CHARTERED ACCOUNTANT SHOWING MEMBERSHIP NO/ FIRM REGISTRATION NO.**

**FORM – C-3****DETAILS OF BIDDER**

<b>Particulars</b>	
Whether enlisted in other deptt, if yes, then furnish the details pertaining to class and the amount qualified to tender	
Was the applicant or its partners or Directors black listed in past by any Govt. or any other body.	
Details pertaining to the work incomplete, if any	
Details of the litigation, court cases and arbitration either completed or under progress during last 10 years by the GMDC or any partner/proprietor of present GMDC was associated in any capacity.	



**D3. Dozers**

Sr. No.	Type of Machine	Manufacturer	Chassis No./Reg No.	Year of Manufacturing	Whether in working condition or not	Engine HP	Ripper attachment (Yes/no)	Location	Name of owner	Documentary proof attached or not.
										Yes/No
										Yes/No
										Yes/No

**D4. Other ancillary equipment:**

Sr. No.	Type of Machine	Manufacturer	Chassis No./Reg No.	Year of Manufacturing	Whether in working condition or not	Capacity (in liters or HP or Tonnes)	Location	Name of owner	Documentary proof attached or not.
									Yes/No
									Yes/No
									Yes/No
									Yes/No
									Yes/No

**FORM-E****OWNERSHIP OF MACHINERY OF BIDDER:****E1: Excavators**

<b>BUCKET CAPACITY</b>	<b>Nos.</b>	<b>Total Capacity</b>
4.00 to 4.50 M <sup>3</sup>		
3.50 to 3.90 M <sup>3</sup>		
3.0 to 3.50 M <sup>3</sup>		
2.50 to 2.90 M <sup>3</sup>		
2.0 to 2.50 M <sup>3</sup>		
1.2 M <sup>3</sup>		

**E2: Dumpers**

<b>HAULING CAPACITY</b>	<b>Nos.</b>	<b>Total Capacity</b>
17T		
35T		
40T		
50 T		

**E3: Dozer**

<b>DOZER CAPACITY</b>	<b>Nos.</b>
160- 165 HP	
>165 HP	
TOTAL	

**E4: Motor/ Road Grader**

<b>MOTOR/ROAD GRADER:</b>	<b>Nos.</b>
<b>TOTAL</b>	

**E5: Water Sprinkler/ Tanker**

<b>CAPACITY IN KL</b>	<b>Nos.</b>
18 KL	
>18KL	
TOTAL	

**FORM F**

**(On letter head of the Bidder- to be produce at the time of release of Security Deposit)**

To,

Gujarat Mineral Development GMDC Ltd.  
"KhanijBhavan" 132' Ring road,  
University Ground, Vastrapur,  
Ahmedabad- 380 052

**Name of Works:**

- **The Work of Removal of Overburden/Interburden by excavation, transportation to dumps and related ancillary activities.**
- **The Work of Excavation and Loading of Lignite into dumpers from mine face and related ancillary activities.**
- **Combined Work of Transportation & Unloading of lignite from mines face to stack yard on the ground surface level and Re- Loading of Lignite into consumer's trucks from stack yard on the ground surface level and related ancillary activities.**

**NO DEMAND CERTIFICATRE**

We \_\_\_\_\_ hereby certify that we have received the payment of all our bills in full and final settlement of our claims in respect of Tender No. \_\_\_\_\_ for all the works as mentioned above at Lignite Mine, Umarsar.

The payment received by us is in full and final settlement of our all the claims towards the amount with respect to the work under reference.

Hence, we do not have any outstanding claim against GMDC for the work under reference. We shall not claim any further amount from GMDC in future, either one way or the other.

This certificate is given without any prejudice and in the presence of two witnesses.

**Signature & Stamp of the Firm**

**Date:-**

**Signature & Address of**

**Witnesses.** 1. \_\_\_\_\_  
2. \_\_\_\_\_

**FORM G**

**DECLARATION**

(On letter head of the Bidder)

FROM:

DATE:

To,

The Managing Director,  
Gujarat Mineral Development GMDC Ltd.,  
"KhanijBhavan", 132 ft. Ring Road,  
University Ground, Vastrapur,  
Ahmedabad-380015

Dear Sir,

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

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

Yours faithfully,

\_\_\_\_\_  
Signature and Stamp of the Bidder

**FORM H**

**(FORMAT FOR AFFIDAVIT)**

**A F I D A V I T  
UNDERTAKING REGARDING GENUINNESS OF DOCUMENTS  
(On Non-Judicial Stamp Paper of RS 100/-)**

I/We, \_\_\_\_\_, Partner/Director/Legal Attorney/Accredited  
Representative of M/s. \_\_\_\_\_ solemnly declare that:

1. I/We are submitting Tender for the work \_\_\_\_\_  
against Tender No. \_\_\_\_\_
2. None of the Partners/Directors of our firm/GMDC is relative of employee of GMDC.
3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.
4. All documents/credentials submitted along with this Tender are genuine, authentic, true and valid.
5. If it is found at any point of time that our documents are not genuine then in that case our tender will be rejected, earnest money deposited by us will be forfeited and we will be debarred from participating in further/future GMDC tenders and/or any action as deemed fit by GMDC may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money / Security deposit and banning/delisting of our entity and all related persons etc.

**SIGNATURE OF THE BIDDER  
WITH SEAL**

Dated .....

**FORM I**

**CERTIFICATE OF NETWORTH, TURNOVER AND WORKING CAPITAL**

On the basis of the **audited books of accounts** produced before us by M/s.\_\_\_\_\_, we certify that as per the books of account Net worth, Turn Over and Working Capital of the firm M/s \_\_\_\_\_ are as under:

1. Net Worth= Rs.\_\_\_\_\_ as on 31/3/2017.
  
2. Turn Over = Rs.\_\_\_\_\_ for the Year 2014-15.  
Rs.\_\_\_\_\_ for the Year 2015-16.  
Rs.\_\_\_\_\_ for the Year 2016-17.  
  
Average Turnover of Rs.\_\_\_\_\_
  
3. Working Capital = Rs.\_\_\_\_\_ as on 31/03/2017.

**TO BE CERTIFIED BY CHARTERED ACCOUNTANT SHOWING MEMBERSHIP NO/ FIRM REGISTRATION NO.**

**FORM J**

**UNDERTAKING OF INDEMNITY**  
(On Letter head of the Bidder)

To,

The Managing Director.  
Gujarat Mineral Development Corporation Ltd.  
KhanijBhavan  
132' Ring Road, University Ground,  
Vastrapur,  
Ahmedabad.

Dear Sir,

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

Yours faithfully,

For -----

(Signature & Stamp of the Bidder)

**FORM K**

**DECLARATION ABOUT THE SITE VISIT**  
(On letter head of the Bidder)

**Name of Works:**

- **The Work of Removal of Overburden/Interburden by excavation, transportation to dumps and related ancillary activities.**
- **The Work of Excavation and Loading of Lignite into dumpers from mine face and related ancillary activities.**
- **Combined Work of Transportation & Unloading of lignite from mines face to stack yard on the ground surface level and Re- Loading of Lignite into consumer's trucks from stack yard on the ground surface level and related ancillary activities.**

We \_\_\_\_\_ hereby certify that we have visited the site in respect of Tender No. \_\_\_\_ for all the works mentioned above at Umarsar Lignite Mine, Umarsar. We have obtained all relevant details, information, data, existing working conditions, existing industrial environment etc. We have also studied the mining scheme proposed in the tender and availability of power supply, water supply, man power, machineries, transportation facility etc.

We hereby agree and undertake not to raise any dispute and/or objection at any stage on any ground whatsoever, during the currency of the contract if awarded to us.

**SIGNATURE OF THE BIDDER WITH SEAL.**

Dated .....

**FORM L**

**DECLARATION OF UNCONDITIONAL OFFER**

(On letter head of the Bidder)

We \_\_\_\_\_ hereby declare that we have not put any condition in our offer with respect to Tender No. \_\_\_\_\_,

**SIGNATURE OF THE BIDDER WITH SEAL.**

Dated .....

**FORM M**

**Declaration regarding unconditional acceptance of all the terms and conditions of the Tender document**

We \_\_\_\_\_ hereby declare that we accept all the terms and conditions, including Annexure, Corrigendum if any, as specified in the Tender Document No. LP/01/18-19 unconditionally.

**SIGNATURE OF THE BIDDER WITH SEAL.**

Dated .....

**FORM N**

**CERTIFICATE OF OWNERSHIP OF MACHINERY & CAPACITY**

This is to certify that, we have verified the ownership documents of the machinery listed in Form-D and Form-E of the Tender document for TENDER NO. LP/01/18-19 for the work of \_\_\_\_\_ and to certify that my client M/s \_\_\_\_\_ directly owns these machineries at the time of submission of the bid.

Further it is certify that my client is having RTO registration certificate of all the dumpers/water sprinklers/water tankers.

This is to certify that, we have checked and verified the documents of water tanker/sprinkler having registration no.\_\_\_\_ & \_\_\_\_ and certifies that both water tanker/sprinkler having minimum capacity of 18KL.

**TO BE CERTIFIED BY CHARTERED ACCOUNTANT SHOWING MEMBERSHIP NO & FIRM REGISTRATION NO.**

**PRICE BID FORM – AA (To be submitted online)**

<b>A. Work Component (Excluding Diesel):</b>							
S. No.	Description	Estimated Qty. (M <sup>3</sup> /MT)	Unit			Rate in Rs. per Unit	Amount in Rs.
1	Removal of Overburden/Interburden including ancillary activities	2,25,00,000.00	M <sup>3</sup>	---	---		
2	Excavation and Loading of Lignite into consumer trucks/dumpers including ancillary activities	15,00,000.00	MT	---	---		
3	Combined Work of Lignite Transportation to Stack Yard on the ground surface level & Re-Loading of Lignite in to consumer truck from stack yard on the ground surface level including ancillary activities	75,000.00	MT	---	---		
Total of A							
<b>B. Diesel Component:</b>							
S. No.	Description	Estimated Qty. (M <sup>3</sup> /MT)	Unit	Diesel Price in Rs/Ltr. as on 16/04/2018	Diesel Component per Unit	Rate in Rs. per Unit	Amount in Rs.
1	Removal of Overburden/Interburden including ancillary activities	2,25,00,000.00	M <sup>3</sup>	66.62			
2	Excavation and Loading of Lignite into consumer trucks/dumpers including ancillary activities	15,00,000.00	MT	66.62			
3	Combined Work of Lignite Transportation to Stack Yard on the ground surface level & Re-Loading of Lignite in to consumer truck from stack yard on the ground surface level including ancillary activities	75,000.00	MT	66.62			
Total of B							
Total of A & B							

**Rate includes all taxes except GST.**

Signature of Bidder with seal

Dated: \_\_\_\_\_

**FORMAT OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)**

(On Non-judicial Stamp paper to be submitted along with submission of bids)

..... (Name of the Bank)  
Address.....  
Guarantee No.....  
A/C Messrs..... (Name of Bidder)  
Date of Expiry.....  
Limit to liability (currency& amount).....  
Invitation For Tender No..... dated.....( bidding document )  
For..... (Name of Facilities)

**Subject:** Earnest Money Deposit Bank Guarantee.

Date.....20

To,  
General Manger (Lignite Projects),  
Gujarat Mineral Development Corporation Ltd.  
132 Ft Ring Road,  
Near University Ground  
Vastrapur,  
Ahmedabad.

Dear Sir,

In consideration of Gujarat Mineral Development Corporation (hereinafter called "GMDC") which expression shall unless repugnant to the subject of context include his successors and assigns having agreed to exempt M/s..... (herein after called "Bidder") from demand under the terms and conditions of "Technical Bid Document" ( hereinafter called the said "Bidding Document") issued by the GMDC vide Tender No.

\_\_\_\_\_ for the work \_\_\_\_\_

( Name of the facilities ) from Earnest Money Deposit (EMD) of Bid for the due fulfillment by the Bidder of the terms and conditions contained in the said Bidding Document on production of Bank Guarantee for INR \_\_\_\_\_ ( \_\_\_\_\_ only ) ( figure in words).

1. We the \_\_\_\_\_ ( Name of Bank ) hereinafter referred to as "Bank" having our registered office at \_\_\_\_\_ ( address of Bank ) do hereby undertake and agree to indemnify and keep indemnified GMDC to extent of INR \_\_\_\_\_ ( \_\_\_\_\_ only ) ( figures in words ) against any losses, damage cost, charges and expenses caused to or suffered by or that may be caused or suffered by GMDC by reason of any breach or breaches by the Bidder of any of the terms and conditions contained in the said Bidding Document and unconditionally pay the amount claimed by GMDC on demand and without demur to the extent aforesaid.
2. We \_\_\_\_\_ (Name of Bank) do hereby undertake to pay the amounts due and payable under the guarantee without any demur merely on a demand by you stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by you by reason of any breach by the said Bidder of any of the terms or conditions contained in the said Bidding Document by reason of the Bidder's failure to fulfill the conditions of said Bidding Document. Any such demand on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR \_\_\_\_\_.
3. We \_\_\_\_\_ ( Name of Bank ) further agree that GMDC shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of terms and conditions of the said Bidding Document and the extent of loss, damages, costs, charges and expenses caused to or suffered by or that may caused to or suffered by GMDC on account hereof to the extent of the Bid Security required to be deposited by the Bidder in respect of the said document and the decision of GMDC that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damages, costs, charges, and expenses caused to or suffered by or that may be caused to or suffered by GMDC shall be final and binding on us.
4. We \_\_\_\_\_ (Name of Bank) further agree that guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance on the said Bidding Document and that it shall continue to be enforceable till you certify that terms and conditions of the said Bidding Document have been fully and properly carried out by the said Bidder and accordingly discharge the guarantee. Unless a demand or claim under this guaranteed is made on us in writing on or before the (date) \_\_\_\_\_ we shall be discharged from all liability under this guarantee.
5. We \_\_\_\_\_ ( Name of Bank ) further agree with you that you have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bidding Document or to extend time of performance by the said Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by you against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said Bidding Document and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Bidder or for any forbearance act or omission on

your part or any indulgence by you to the said Bidder or any such matter or thing whatsoever under the law relating to sureties would but for this provision have effect of so relieving us.

6. It shall not be necessary for GMDC to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which GMDC may have obtained from the Bidder at this time when proceeding are taken against Bank hereunder be outstanding or unrealized.
7. We \_\_\_\_\_ (Name of Bank) further undertake to unconditionally pay the amount claimed by GMDC merely on demand and without demur to the extent aforesaid.
8. We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of GMDC in writing and agree that any change in the constitution of GMDC or the Bidder or the said Bank shall not discharged our liability hereunder dated \_\_\_\_\_ day of \_\_\_\_\_ 20 . \_\_\_\_\_ for \_\_\_\_\_ ( Name of Bank )

**Yours faithfully**

**For.....**

**(Name of the Bank)**