

**Gujarat Mineral Development Corporation Limited
Ahmedabad**

Online Tender No.: GMDC/HRD/Jeep-Tender/02/2023-24



**Hiring Service of
Jeep/Utility for Kutch Zone Projects of
Gujarat Mineral Development Corporation Limited**

Our website to refer Online Tender: www.gmdcltd.com
N-Procure website to refer Online Tender: gmdctender.nprocure.com

March 2024

Tender issued by

General Manager (HR)
Gujarat Mineral Development Corporation Ltd.
Ahmedabad

Gujarat Mineral Development Corporation Limited

Online Tender No.: GMDC/HRD/Jeep-Tender/02/2023-24

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Copy of Advertisement Published:



GUJRAT MINERAL DEVELOPMENT CORPORATION LTD
(A Government of Gujarat Enterprise)
E-Tender Notice- GMDC/HRD/Jeep-Tender/02/2023-24

GMDC invites E-tender no: **GMDC/HRD/Jeep-Tender/02/2023-24** for Hiring Service of Jeep/Utility for Kutch Zone projects of GMDC Ltd. The tender can be downloaded from the GMDC website.

For Further Details Please visit our website

www.gmdcltd.com & <https://gmdctender.nprocure.com>

General Manager (Human Resource)

Ph; - 079-27913501/27913200

Introduction

The Gujarat Mineral Development Corporation is a leading state-owned public-sector mining and mineral processing company incorporated in 1963. GMDC is India's second largest Lignite-producing company and the leaders in Lignite exploration and supply in Gujarat. Mining lignite from deposit-rich areas across the state, GMDC market it to high-growth industries, including textiles, chemicals, ceramics, bricks and captive power. GMDC is a zero-debt company, ranked 469th among India's Fortune 500 Companies (2023) and among the Top-5 organisations by market capitalisation in the mining sector.

GMDC, to ensure comfortable and safe commuting of its staff & officers. For day to day official business operations GMDC intends to hire Jeep/Utility for Kutch Zone projects of GMDC Ltd.

**Online Tender No.: GMDC/HRD/Jeep-Tender/02/2023-24
Tender Notice**

Sr. No	Event Description	Dates
1	Downloading of Tender documents	13/03/2024 to 02/04/2024 upto 16:00 hrs from https://gmdctender.nprocure.com and https://www.gmdcltd.com/
2	Last date and time for receiving pre-bid queries	Bidders shall have to post their queries on E-mail address sddav@gmdcltd.co.in on or before 20/03/2024 upto 11.00 hrs
3	Pre bid Meeting	A Pre-Bid Meeting shall be held on 22/03/2024 at 12.00 Hrs at the following address. 7th Floor ,Conference Hall, GMDC Ltd, Khanij Bhavan, 132 - Ring Road Gujarat University Ground, Vastrapur Ahmedabad - 380052
4	Due date of Price Bid Submission Due date for Technical bid, EMD & Tender Processing Fee Submission	Price bid shall be submitted online only on or before 02/04/2024 up to 18:00 hrs through https://gmdctender.nprocure.com Technical bid, EMD, Tender Processing Fee shall be submitted in physical form at “Office of General Manager (HR), GMDC Ltd , Khanij Bhavan, 132 - Ring Road Gujarat University Ground, Vastrapur Ahmedabad - 380052” on or before 02/04/2024 up to 18.00 hrs
5	Opening of Technical Bid	On 03/04/2024, At 11:00 AM at above address.
6	Opening of price bids	To be intimated to the Technically Qualified Bidders
7	Estimated Contract Value	7.50 Crore
8	Brief Description of Work	For Providing Jeep/Utility vehicle at Kutch Zone Projects with Model Year 2024 or after Vehicles with Diesel , Driver, maintenance, road passing, RTO, Insurance, logbook other charges taxes / duties associated and other incidental expenses with running of the jeep /Utility.

**Gujarat Mineral Development Corporation Limited
Ahmedabad**

Detailed Tender Notice

Online tenders under two-bid systems are hereby invited for hiring of Jeep/Bolero/Utility of model year 2024 or there after year to operate on contract basis for different projects of GMDC as per details given herein below:-

- (1)** The estimated details of vehicles and their requirement of projects are as under which is subject to vary according to the future requirement of the GMDC. It is compulsory to submit rates online for the present requirement of Jeep/Bolero/Utility.

Sr. NO	Project Location/Jeep Requirement	Jeep/Bolero		Utility				
		Two Wheel Drive		Two Wheel Drive		Four wheel Drive		
		12 Hrs.	24 Hrs.	12 Hrs.	24 Hrs.	12 Hrs.	24 Hrs.	Total
1	Mata No Madh	4	3	2	0	1	1	11
2	Panandhro	1	1	1	0	0	1	4
3	Umarsar	4	3	0	0	0	2	9
4	Akrimota Thermal Power Station	2	2	0	3	0	0	7
5	Gadhsisa	11	3	0	0	0	0	14
6	Bharkhandam	1	0	0	0	0	0	1
7	Lakhpat-Punrajpur	2	0	0	0	0	0	2
8	Panandhro Extention	1	0	0	0	0	0	1
	Total Jeep/Utility Requirement	26	12	3	3	1	4	49

The quantity of above vehicles shall be increased and/or decreased as per the requirement of GMDC at relevant point of time. The present requirement is as above. The contractor shall have to provide vehicle from any of the above vehicles required at any of the projects/head office of the Corporation during the contract period with the same rate/condition.

(2) Duration of Contract:

The duration of the Contract shall be of two years from the date of award of contract, which may be extended for a further period of one year on the same terms and conditions of the contract taking into consideration the requirement of the GMDC and the quality of services provided by the contractor. After completion of extension for a period of One year, the contract may be further extended as per mutual agreement between the parties if required.

(3) Validity of Tender Offer:

The offer of the concerned party shall remain valid for 120 days from the date of opening the Online Tender and if required by the GMDC, the said offer shall be treated valid for further period of 60days.

Work Order for execution of contract shall be issued to the Bidder whose tender is accepted. Immediately after the receipt of the work order, the successful bidder shall carry out procedure regarding deployment of his vehicles within the 60 days so as to start work.

The GMDC reserves the right to accept or reject any bid, without assigning any reason of whatsoever in nature, or to accept whole or a portion of tender as it may deem fit, or to assign work to more than one party.

It is necessary that interested parties may carryout self-study of the site condition before submitting their offers. In case of site visit has been not it is presumed that party has been aware of site locations.

(4) Eligibility Criteria of the Bidder

(a) The bidder should have any of the following type of work experience at least three years for providing vehicles to Government/Semi Government / Municipality / Corporation/Private Company in the last seven years from 01.03.2017 to 29.02.2024. Certified workorder /experience certificate copy of the same shall be submitted.

1. 3 Similar works costing not less than 40 % of the estimated contract value i.e \ Rs. 3.00 Crores (Excluding Taxes).
2. 2 Similar works costing not less than 50 % of the estimated contract value i.e Rs. 3.75 Crores (Excluding Taxes).
3. 1 Similar works costing not less than 80 % of the estimated contract value i.e Rs. 6.00 Crores (Excluding Taxes).

“Similar work means and includes to providing light motor vehicles i.e. Van, Jeep, Car and other light motor vehicles to any Government/Semi Government / Municipality / Corporation/Private Company.”

(b) Bidder shall submit Balance Sheet for the financial year 2022-23 and a copy of I.T. Return. The bidder shall have average turnover of 30 % of the estimated contract value i.e. 2.25 Crore for the last three financial years. The estimated contract value is mentioned above. The Balance Sheet should be audited by a chartered accountant and Membership Number of the chartered accountant

shall be affixed on the balance sheet. If the partnership firm is created in recent past than in that case the I.T. Return of the individual person may be taken into consideration for the purpose of qualification of the bidder.

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

The term 'Bidder' for the above purpose shall include following:

- The person/proprietor who has quoted rates with reference to the Tender, and or
 - If the bid is submitted by the firm, that firm, and or
 - If the bid is submitted by the Partnership firm than that partnership firm of partners of the firm and or
 - If the bid is submitted by the company, that company.
- (a) The decision of the GMDC with regard to deciding the overall eligibility of a bidder after evaluation of technical bid shall be final and binding to the bidders.
- (b) GMDC reserves right to ask any additional information/documents from any bidders after opening of technical Bid.
- (c) Complete details as desired in the tender document along with relevant documents shall be submitted online system/in person in a sealed envelope. Demand Draft for tender fee and earnest money shall be submitted along with the same in the name "GMDC Ltd., Ahmedabad". Online tender without tender fee and earnest money shall not be accepted. The tender processing fee and earnest money draft along with the technical bid must reach at the registry department on 2nd Floor on or before date: 02/04/2024 at 18:00 hours.

(5) Tender Processing Fee

- a) Bidder will need to submit nonrefundable RFP Document/Tender Fee of INR 17,700 (i.e., RFE fees of INR 15,000 plus 18% GST). The RFP Document Fees shall be submitted (i) in the form of a Demand Draft in favor of "Gujarat Mineral Development Corporation Limited" and payable at Ahmedabad along with the Bid as per marking and sealing section or (ii) by depositing the stated amount directly into GMDC bank account through NEFT/RTGS. In such a case, while submitting the online bid on npcocure, when Bidders are prompted to input the DD number, the Bidder may enter the NEFT/RTGS transaction number. Details for payment in favor of GMDC Limited through electronic mode is specified below:

Bank Name: ICICI Bank, Ahmedabad Branch

Account Number: 002405019379

IFS Code: ICIC0000024

SWIFT Code: ICICINBBXXX

- b) If payment is made through electronic mode, then Bidder shall submit the receipt of the same in the technical bid documents.
- c) In case of Demand Draft then Demand Draft shall be from any bank among the list of scheduled commercial Bank in India published by RBI. This demand Draft for RFP document shall be non-refundable. Bids that are not accompanied by the RFP fees in acceptable amount and form shall considered non- responsive and shall be summarily rejected.
- d) Relaxation in terms of submission of RFP Fee shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of bid to this RFP.

(6) Earnest Money Deposit (EMD)/Bid Security

- a) The bidder shall furnish, a separate Bid Security (also referred to as "Earnest Money Deposit" (EMD)/ Bid Security") for Captioned work as part of his Bid as per the given format. The Bid Security/EMD shall be sealed in a separate sealed envelope along with RFP Fees and super scribing "Earnest Money Deposit and RFP Fees ". An Earnest Money Deposit of amount INR 22,50,000/- (INR Twenty Two Lakhs Fifty Thousand) shall be provided in favor of "Gujarat Mineral Development Corporation Ltd", in any one of the following forms/formats. The List of Approved Banks is provided in Annexure I.
 - i. Account payee Demand Draft /Banker's Cheque from any bank among the list of scheduled commercial Bank in India published by RBI.
 - ii. An irrevocable Bank Guarantee (the "Bank Guarantee"), payable at Ahmedabad from Approved Bank by the Government of Gujarat from time to time (except Cooperative Banks) to GMDC as per the Annexure I and valid for a period of 210 days (Two Hundred and Ten Days) from the Bid Due Date in the format prescribed in the bid documents (Annexure H). The validity of Bank Guarantee may be extended as may be mutually agreed between Authority and Bidder from time to time. In case Bidder intends to provide Bank Guarantee then it should be provided Compulsory e-Bank Guarantee Confirmation through ICICI Bank through SFMS1 under our IFS Code: ICIC0000024 and UIC GMDC530265584 for Field 7037. Bank Name: ICICI BANK LTD.
- b) Relaxation in terms of submission of EMD shall be given to the bidder who is

holding valid Certificate issued under the MSME Act, 2006 on the date of submission of bid to this RFP.

- c) Any bid not accompanied with valid Earnest Money Deposit and Tender Processing fee in the acceptable amount, form and validity period will be summarily rejected by GMDC as being non-responsive and bids of such Bidder shall not be evaluated further.
- d) GMDC shall not be liable to pay any interest on the Bid Security/EMD deposit and the same shall be interest free. The EMD shall be furnished in Indian Rupees only.
- e) The Bid Security of unsuccessful Bidders will be returned by GMDC, as promptly as possible on acceptance of the Bid of the Preferred Bidder or if and when GMDC cancels the Bidding Process. Bidders may by specific instructions in writing to GMDC give the name and address of the person in whose favor the said demand draft shall be drawn by GMDC for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.
- f) The Successful Bidder's EMD will be returned, without any interest, upon the Successful Bidder signing the Agreement and furnishing the Performance Security in accordance with the provision thereof or if and when GMDC cancels the bidding.
- g) GMDC shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified below. The Bidder, by submitting its Bid, shall be deemed to have acknowledged and confirmed that GMDC will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
 - i. If a Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and GMDC;
 - ii. In the case of Successful Bidder, if it fails within the specified time limit –
 - 1) to sign and return the duplicate copy of LOA
 - 2) to sign the Agreement within the time period specified by GMDC.
 - 3) to furnish the Performance Security within the period prescribed therefore in the RFP; or
 - 4) In case the Successful Bidder, having signed the Contract, commits any breach thereof prior to furnishing the Performance Security.

(7) General Terms and Conditions

- (i) The bidder shall quote rates for vehicles as per the project mentioned at work description. It is desirable that the bidder offers rates in accordance with his financial and administrative capabilities.
- (ii) The GMDC reserves right to accept or reject any bid or to accept whole or a portion of tender as it may deem fit, or to assign work to more than one party.
- (iii) Each bidder shall quote rates for vehicles as per Annexure 'B' through online only.
- (iv) Each bidder shall furnish complete details of regarding experience as per Annexure 'A' shall be submitted. The bidder shall submit both these statements along with necessary proof in hard copy along with the technical bid.
- (v) The bidder whose bid is accepted shall have to enter into an agreement on Rs 300/- non-judicial stamp paper (to be provided by the contractor) within 30 days from the date of acceptance of L.O.I.
- (vi) The work order shall be issued to the bidder whose bid is accepted. The bidder shall carry out procedure regarding deployment of his vehicles within the 60 days.
- (vii) The bidder shall sign and stamp each and every page of the tender document in confirmation that all the conditions mentioned in the tender are agreed to the bidder.
- (viii) The bid will be treated as non-responsive if it is found that the rates quoted by the bidder are contrary to the Tender requirement.

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

- (i) Demand Draft of tender processing fee and earnest money along with online technical bid shall be submitted at Registry Department on 2nd floor on or before 02/04/2024 upto 18:00 hours.
- (ii) Complete detail about experience required under this tender and other as per Annexure A,C,D,E,F,G in hardcopy only.
- (iii) Annexure 'B' shall compulsory be submitted online. Tender of those bidders shall be rejected whose price bids are not submitted in the format prescribed by the Corporation. It is compulsory to quote rates online.
- (iv) The contractor, to whom work order is issued, shall submit the receipts of payments of all types of tax, insurance and certified copy of registration book for his vehicle at the concerned project of the GMDC. The vehicles shall be deputed at the concerned project thereafter.

- (9) GMDC believes that all the conditions are understood properly and then only the tender is submitted and no complain in this regard shall be considered. It is understood that the bidder offers rates, in accordance with his financial and administrative capabilities.
- (10) Detail hardcopies of documents are required to be enclosed. The hard copies of the documents shall be submitted in a sealed envelope along with the technical bid and this envelope should be superscripted prominently as "Hiring Service of Jeep/Utility for Kutch Zone projects of Gujarat Mineral Development Corporation Limited" and name, address should be mentioned at the left lower corner of the envelop.
- (11) Online tender document shall be rejected for the following reason:**
- (i) The bidder fails to submit the bid within the time limit prescribed by the GMDC than in that case the bid submitted by the bidder shall be rejected without assigning any reason thereof.
 - (ii) If during the tender process and after finalization of tender process, it is found that the bidder has failed to provide complete information than the bid submitted by the bidder shall be rejected.
 - (iii) The bidder is required to submit the tender copy with his stamp and signature. If the bidder fails to submit the copy of the tender with his signature and stamp than also the bid cast by the bidder shall be rejected without assigning any reasons thereof.
 - (iv) The bid of the bidder shall be rejected if the bidder has made conditional offers. Conditional Offers cannot be accepted on any count and the same shall be resulted into rejection of the bid submitted by the bidder.
 - (v) If the bidder fails to comply with the terms and conditions of the Tender than also the bid submitted by the bidder shall be liable to rejected by the GMDC.
 - (vi) If it is observed that the bidder has intentionally provided false information than in that case, the bid cast by the bidder shall be rejected.
 - (vii) Scanned copy of the draft of Tender Processing Fee and Earnest Money shall be uploaded along with the online tender document and shall be submitted personally in the Registry Department on 2nd Floor on latest by 02/04/2024 at 18:00 hours, in case of failing to do so the bid of the bidder shall be rejected.
 - (viii) If the bidder does not fulfill the eligibility criteria as mentioned above than in that case also the bid submitted by the bidder shall be rejected out rightly.
 - (ix) The bidder is required to provide the information as desired by the GMDC.
 - (x) The Bidder or its directors have not been blacklisted by any Government Organization. The Bidder will submit a declaration to this effect as per the format provided in Annexure - D 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.
 - (xi) Failing to adhere any conditions of this Tender.

(12) Bid and other material

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

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

For example: Per Jeep/per month kilometers fixed by the GMDC are 3000

Actual use of kilometers per Jeep/per month is 2400

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

New rate of diesel is Rs. 52/liter

Difference of diesel price is Rs. 2/-

Calculation: If the Jeep runs on an average of 12 kilometers per liter, it requires 250-liter diesel for 3000 KM.

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

(13) While submitting Online Tender

- (a) It is compulsory to quote project wise online price in the price bid in Annexure 'B'. (price shall be quoted in the format prescribed by GMDC without mentioning any condition)
- (b) In case of any further information or clarification, General Manager (HR) - phone number 079-27913200 may be contacted.

(14) Opening of Online Price Bids

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

Grand Total of Rate quoted in column (6) of Annexure-B will be taken as the base rate for deciding the lowest bidder (L1) for all the projects. No part quantity offering within the project will be accepted. The rate quoted should in no case be the conditional and the offer must include all charges like Diesel cost, Driver, maintenance, road passing,

RTO Tax, Insurance, logbook, other charges taxes / duties associated and other incidental expenses with running of the Jeep/Bolero/Utility except the toll taxes which would be reimbursed by GMDC on production of the original receipt. During the period of contract, if any new tax is imposed by Govt. the same shall be reimbursed by GMDC on submission of original receipt as a proof of depositing with the Govt. by the contractor.

(15) Payment of wages & Night stay allowances to the driver in case the vehicle is sent out of Project

It is compulsory for payment of wages should be paid through bank. In case the vehicle is sent out of project, the driver shall be paid Rs. 500/- per night allowance in case of night stay. Driver shall not be paid overtime by GMDC.

(16) Running of Vehicle and Its Maintenance

- (i) The contractor shall be responsible for carrying out required maintenance and to fit spare parts in the vehicle in order to run the vehicle in good condition.
- (ii) The contractor shall bear all the costs to run the vehicle such as fuel, oil, salary of drivers, bonus, maintenance and premium of third party insurance and other necessary expenses, etc.
- (iii) The contractor shall maintain required registers for mines safety/factory and follow all rules and shall bear the cost thereof as per law.
- (iv) The contractor shall pay all duties such as Goods & Service Tax (GST), road tax and all other tax for each vehicle and shall have accidental insurance policies for all the vehicles and shall produce details and receipts of payments of premiums thereof.
- (v) In case due to any of the reasons if the contractor fails to provide the vehicle for any number of hours / days in a month, one and half times rent for such number of hours/days shall be deducted from the bill of that month.
- (vi) In addition to clause 14 (v), in the event of breakdown/accident during the shift hours or the contractor withdraws back his vehicle due to any of the reasons; in such case the contractor at his own cost shall make alternate arrangements. Failing to do so, the GMDC shall make alternate arrangement itself on behalf of the contractor and cost thereof shall be recovered from the bill of the contractor. Making alternate arrangement becomes the primary responsibility of the contractor.
- (vii) It is necessary to have insurance policies for all the vehicles. In case of accident, the contractor shall be responsible for all types of compensation and shall also bear court/legal expenses arising out of the same.
- (viii) The contractor is under an obligation to adhere all the provisions and rules of Contract Labour and Provident Fund. Moreover, the Contractor shall have to adhere to the laws like Mines Act, Factories Act, Employees Provident Fund Act, Minimum Wages Act, Motor Vehicles Act, The Motor Transport Workers Act,

1961 Payment of Wages Act, Payment of Bonus Act, Employees Compensation Act, etc. The above list is not exhaustive. Further the contractor shall have to maintain all the required statutory registers and submit the returns before stipulated time. Any change and/or variation and/or introduction of new law shall be made applicable to the contractor.

- (ix) In case of damage to the property of the GMDC, injury or loss of life due to accident during the continuation of contract period, the contractor shall be liable for the total payment towards damages or compensation.
- (x) The contractor, getting work order, shall fix a board superscripting "On Duty GMDC" (along with the logo of the GMDC) on the vehicle.
- (xi) The contractor shall take due care with regard to proper dressing of the driver while the driver is on duty. Further with regard to uniform of the driver, the contractor is under an obligation to follow the direction issued by the Statutory Authority.

(17) Maintenance of Log Book

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

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

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

(18) Running of Kilometers

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

For example:

Name of Vehicles	Type of Vehicle	Minimum KM /Jeep/Month	Working Hours	Actual usage of the vehicle /Month/Jeep	Adjustment of KM
Jeep	Four Wheel Drive/ Two Wheel Drive	3000/4000	12/24	2700	Payment as per minimum KM
Utility	Four Wheel Drive/ Two Wheel Drive	3000/4000	12/24	3500	Payment as per minimum KM
Total				6200	Adjustment of total KM at the end of three months (6000X3 Month =18000 KM.) Payment of the Excess KM will be paid if total KM exceeds 18000 KM

Total KM of all the vehicles allotted to project will be taken into consideration. Moreover, the said total KMs will be adjusted at the end of the three months. The excess KMs at the end of three months shall not be carry forward further for the purpose of adjustment.

(19) Providing additional vehicle

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

(20) Security Deposit

20.1 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 sustained in the value over and above the Security Deposit.

20.2 The successful bidder shall submit security deposit of 5% of the total contract value excluding Goods & Service Tax (GST) at within 10 days from the date of issuance of LOI in any one of following form.

i. Demand Draft in favor of GMDC Limited Payable at Ahmedabad.

OR

ii. 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 (Govt. GR is annexed at "I" for approved bank). It should be valid for a period of not less

than 30 (Thirty months) from the date of receipt of LOI and shall be renewed from time to time in case of requirement.

OR

- iii. Digital Mode, please note if payment is made through Digital Mode kindly submit the receipt of the same in the attached documents. RTGS details for payment (Annexure-C)

ICICI Bank, Ahmedabad Branch Account Number: 002405019379 IFSC: ICIC0000024

- 20.3 It shall be refunded to the Successful bidder, within a period of six months after satisfactory completion of the work and removal of equipment, tools tackles, campsite etc, and the due fulfillment of all the terms and conditions of the contract.
- 20.4 The successful bidder will also have to submit "NO DEMAND CERTIFICATE" along with the above-mentioned certificate.
- 20.5 The SD deposited by the Successful bidder may be forfeited if the successful bidder fails to adhere to fulfill the conditions of work order / agreement.
- 20.6 Security deposit shall not bear any interest under any circumstances.
- 20.7 GMDC will reserve the right to recover the charges or the liquidated damages from the Security Deposit in the following circumstances-
- i. If the successful bidder or its employees causes any damage or destroy any property belonging to GMDC.
 - ii. The shortfall amount of all compensations, penalties, and other sums of money payable by the successful bidder or recoveries to be made under the terms of this contract which is due but not paid by the successful bidder in full, etc.
 - iii. Any other dues on account of statutory compliance.

(21) Goods & Service Tax

Goods & Service-Tax will be paid / adjusted / reimbursed to the contractor as per prevailing rates and rules as per G.S.T Act to the extent directly related to the services rendered by the contractor under the said contract subject to production of documentary proof and the contractor will mention the Goods & Service-Tax amount separately in the invoice / bill after considering the abatement, if any. Contractor has to provide it's GSTNo. before commencement of work.

(22) Payment of Bills

100% amount of the total bill shall be paid by the concerned Project Offices within 10 days from the submission of the bill. The payment shall be released through bank only. The contractor shall submit bills along with , Wage Register, Attendance Register, PF Challan-ECR Copy and all other statutory document in first week of each month at the

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

(23) Local Facilities and Services

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

(24) Termination of Contract

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

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

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

(25) NON FULFILMENT OF TERMS & CONDITIONAND TERMINATION OF THE CONTRACT

1. If the Contractor fails to carry out the work as per terms and conditions of the contract to the satisfaction of the GMDC, GMDC shall be entitled to forfeit the security deposit paid by the Contractor. This however, shall not absolve the Contractor from his obligation to fulfill the contract. In such event, the CORPORATION shall have a right to complete and / or to get the work completed

at the cost & risk of the Contractor and the Contractor shall be responsible to pay such cost incurred by the GMDC to complete the work and / or to get the work completed.

2. Likewise, if the Contractor does not 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.
3. For any reasons, if it is required, the GMDC reserves rights to cancel, terminate, amend and / or alter the contract and / or bifurcate and / or increase and/or reduce the contract work at any time without giving any notice to the Contractor and without incurring any responsibility.

(26) Recovery of outstanding amount of the GMDC

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

(27) Sub Contract

The contractor shall not sublet this contract to any other contractor. Subcontract is strictly prohibited.

(28) Jurisdiction

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

(29) Arbitration

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

(30) FORCE MAJEURE

1. Force majeure is herein defined as any cause which is beyond the control of the contractor or the Corporation as the case may be which they could not foresee

or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- i. Natural phenomena such as flood, draughts Cyclone, earthquake and epidemics, declaration of war.
 - ii. Acts of any government, including but not limited to war, declared or undeclared priorities, quantities, embargoes, providing either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such cases.
2. The contractor will advise, in the event of his having resort to this clause by a registered letter duly certified by the statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition. In the event of delay lasting over two months, if arising out of Force Majeure, the contract may be terminated at the discretion of the GMDC.
 3. For delay arising out of Force Majeure, the contractor will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of force Majeure and neither company nor he Contractor shall be liable to pay extra costs (like increase in rates, remobilization, advance, idle charges for labour and machinery etc.) provided it is mutually established that the Force Majeure conditions did actually exist.

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

4. The contractor of the GMDC shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/ or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time given.

(31) Prior Approval for Maintenance/Repairing

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

(32) Required Notice

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

- (33)** If any dispute arises about the interpretation of any condition, instruction the decision of the management of the GMDC shall be final.

(34) MD, GMDC is authorized to take suitable decision and action in case of requirement to amend/alter the contract conditions/quantities of the works/ extension of the contract Period/allotment of additional quantities of the works etc., if necessary, in the interest of GMDC.

ANNEXURE--A

**GMDC LIMITED AHMEDABAD.
STATEMENTSHOWINGTHE LAST SEVEN YEARS
EXPERIENCEOFWORK**

Type of work(Only Mention Supply of Jeep/Bolero /Utility/. Light Vehicles)	Name, Address, Telephone/ Mobile Number of the Institution/Company by whom the work order is given in the past.	Number of Jeeps/Bolero Jeep/Light Vehicle Supplied under Contract	Amount of Contract in the past with Institution/ Company.	Period of contract From----(date) To -----(date)	Page Number of Attached Work Order or Experienced Certificate

- NOTE:1] Bidder should provide full details in Annexure.
2] All relevant papers should be enclosed in support of details provided above in hard copy as part of technical bid on or before latest by 18.00 PM of 02/04/2024.

Bidder's Signature & Seal

Annexure – B PRICE – BID To be submitted Online Only
GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED

Name of Work: Hiring Service of Jeep/Utility for Kutch Zone projects of Gujarat Mineral Development Corporation Limited

Tender No. : **GMDC/HRD/Jeep-Tender/02/2023-24**

Sr.No.	Details of Vehicles	KM /month.	Number of Vehicles	Fix Rate of Monthly minimum KM Rs. (excluding GST) per Vehicle	Total Value in Rs. (4*5)	Rate per extra KM above fixed minimum KM Rs.
1	2	3	4	5	6	7
1	Close Body Two Wheel Drive Diesel Jeep Model Year 2024 or their after, per day 12 hours monthly per Jeep 3000 KM rate.	3000	26			
2	Close Body Two Wheel Drive Diesel Jeep Model Year 2024 or their after, per day 24 hours monthly per Jeep 4000 KM rate.	4000	12			
3	Close Body Two Wheel Drive Diesel Utility Model Year 2024 or their after, per day 12 hours monthly per Jeep 3000 KM rate.	3000	3			
4	Close Body Two Wheel Drive Diesel Utility Model Year 2024 or their after, per day 24 hours monthly per Jeep 4000 KM rate.	4000	3			
5	Close Body Four Wheel Drive Diesel Utility Model Year 2024 or their after, per day 12 hours monthly per Jeep 3000 KM rate.	3000	1			
6	Close Body Four Wheel Drive Diesel Utility Model Year 2024 or their after, per day 24 hours monthly per Jeep 4000 KM rate.	4000	4			
Total			49			

Note: Please note that Grand total of the rate quoted in column (6) will be taken as the base rate for deciding the lowest bidder (L1), if bidder is technically qualified. The rate quoted should in no case be the conditional and the offer must include all charges like Diesel cost, Driver, maintenance, road passing, RTO, Insurance, logbook other charges taxes / duties associated and other incidental expenses with running of the jeep except the toll taxes which would be reimbursed by GMDC on production of the original receipt. During the period of contract, if any new tax is imposed by Govt. the same shall be reimbursed by GMDC on submission of original receipt as a proof of depositing with the Govt. by the contractor. Rate quoted at column no.6 shall be excluding Goods & Service Tax (GST).

Signature & Seal of Bidder

Annexure-C
STATUS OF THE BIDDER

Particulars	Details
Name of the Bidder:	
Address :	
Registered office :	
For correspondence :	
Telephone No.	
E-mail Address	
Attested copies of Deeds, Articles of association to be enclosed	
Name & contact number of person holding power of attorney (Attested copy of power of attorney to be enclosed)	
Names of Partners with their Present and permanent address	
Name of Bankers with full address and Telephone No& Bank Account Details (Cancelled Cheque to be enclosed)	
PAN of Bidder	
GST Registration No. of Bidder	
PF Registration No.	
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 entity or any partner/proprietor of present entity GMDC was associated in any capacity.	

Signature and Stamp of the Bidder

Annexure-D

Declaration

(On letter head of the Bidder)

DATE

To,

The General Manager (HR),
Gujarat Mineral Development GMDC Ltd.,
"KhanijBhavan", 132 ft. Ring Road,
University Ground, Vastrapur,
Ahmedabad-380015

Dear Sir,

I/we here by solemnly declare that

1. We or any of our promoter/s / director/s are not barred by Government of Gujarat (GoG) / any other entity of GoG or blacklisted by any state government or Government of India / any Government or regulatory Agency in Foreign country from participating in Project/s, either individually or as member of a Consortium as on the _____-(Bid submission Date).
2. We have not put any condition in our offer with respect to Tender No. _____,
3. We have accepted all the terms and conditions, including Annexure, Corrigendum if any, as specified in the Tender Document No. _____ Unconditionally.

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 bidder/GMDC in this regard in any manner that may be deemed fit by GMDC.

Yours faithfully,

Signature and Stamp of the Bidder

Annexure- E

(Format for Affidavit)

A F F I D A V I T

**Undertaking Regarding Geniuses Of Documents
(On Non-Judicial Stamp Paper Of Rs 300/-)**

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 bidder/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 TENDER/ 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

Annexure-F

Undertaking Of Indemnity
(On Letter head of the Bidder)

To,

The General Manager (HR)
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 define, contest or compromise any such claim demand or cause of action. Any amount that may become payable by GMDC Limited and any cost expense etc. that may be incurred by the GMDC Limited in this behalf, shall also be recoverable from us, without prejudice to your other rights.

Yours faithfully,

For -----

(Signature & Stamp of the Bidder)

Annexure: G

Bidder Must Submit Annexure-G along with duly filled details by compulsorily mentioning Page number of Submitted Documents on the Front Page with technical bid documents.

Sr No	Document Details	Yes /NO	Page Number
1	MSME Certificate		
2	TENDER Fee		
3	EMD		
4	Balance Sheet FY 20-21,21-22 & 22-23 and a copy of I.T. Return CA Certified FY 20-21,21-22 & 22-23		
5	PF Registration Certificate		
6	Entity Registration Certificate (Company, Proprietorship, Partnership Firm Certificate)		
7	PAN Number		
8	GST Certificate		
9	Annexure-A (Do mention Page number in the Annexure -A for Work Order or Experience Certificate submitted by your entity)		
10	Annexure-C		
11	Annexure-D		
12	Annexure-E		
13	Annexure-F		

Annexure-H 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 (____),
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.

9. This Guarantee will not be discharged due to the change in the constitution of the Bank or the said bidder.

10. The Bank has under its constitution power to give this guarantee and Mr. _____ who has signed it on behalf of the Bank have authority to do so.

Yours faithfully

For.....

(Name of the Bank)

Notwithstanding anything contained hereinabove

(I) Our liability under this Bank Guarantee shall not exceed Rs _____ /- (**Rupees** _____ **only**)

(II) This Bank Guarantee is valid up to _____ (Date).

(III) We are liable to pay the guarantee amount or any part thereof under this bank Guarantee only and only if you serve upon us a written claim or a demand on or before _____ (date).

(IV) This bank guarantee is operative only when accompanied with SFMS advice from us.

Yours faithfully

For _____(Name of the Bank)

Yours faithfully

For.....

(Name of the Bank)

Please note the following details for Compulsory e-confirmation for Bank Guarantee through ICICI Bank through SFMS under our:

**Gujarat Mineral Development Corporation Limited (GMDC)
132 Ft Ring Road, Near University Ground Vastrapur, Ahmedabad.
Bank Name: ICICI Bank Ltd
IFS Code: ICIC0000024
UIC GMDC530265584 for Field 7037 MT760**

Annexure – I List of Approved Banks

Annexure I.

Finance Department, GR. No.: FD/MSM/e-file/4/2023/0057/D.M.O.

Date: 21/04/2023

(A) Guarantees issued by the following banks will be accepted as SD/EMD on permanent basis:

❖ All Nationalized Banks

(B) Guarantees issued by the following Banks will be accepted as SD/EMD for the period up to March 31, 2024. The validity cut-off date in the GR is with respect to the date of issue of Bank Guarantee irrespective of the date of termination of Bank Guarantee.

Sr No	Name of Banks	Sr No	Name of Banks
1	AXIS Bank	17	Kotak Mahindra Bank
2	AU Small Finance Bank	18	South Indian Bank
3	Bandhan Bank	19	Standard Chartered Bank
4	BNP Paribas	20	Tamilnadu Mercantile Bank
5	City Union Bank	21	Utkarsh Small Finance Bank
6	CSB Bank	22	The Kalapur Commercial Co-op. Bank
7	DBS Bank India Limited	23	Ahmedabad Mercantile Co-op. Bank
8	DCB Bank	24	Nutan Nagarik Sahakari Bank Ltd.
9	Equitas Small Finance Bank	25	Rajkot Nagarik Sahakari Bank Ltd.
10	FEDERAL Bank	26	Saraswat Co-Operative Bank Ltd
11	HDFC Bank	27	SVC Co-Operative Bank LTD.
12	HSBC Bank	28	The Gujarat State Co-operative Bank
13	ICICI Bank	29	The Mehsana Urban Co-Op. Bank Ltd
14	IndusInd Bank	30	The Surat District Co-Operative Bank Ltd
15	Karnataka Bank	31	The Surat People's Co-Op. Bank Ltd
16	Karur Vysya Bank	32	Saurashtra Gramin Bank

All the eligible banks are instructed to collect the original documents/papers of guarantee from the concerned tendering authority.


(S. Chhakchhuak)

Additional Secretary (Budget)
Finance Department

-----XXXXX-----