



Tender for

Supply and covering of lignite stockpiles by tarpaulin, it's maintenance and withdrawal for the period of monsoon seasons i.e. from 1st June 2025 to 31st Oct 2025 At (i) Tadkeshwar Lignite Project and (ii) Surkha (North) Lignite Project, Bhavnagar

Tender No.: GMDC/TECH-II/01/2025-26

May 2025

Gujarat Mineral Development Corporation Limited

**Khanij Bhavan, 132-ft Ring Road, Gujarat University
Ground, Vastrapur, Ahmedabad- 380052**

DISCLAIMER

This Tender is issued by Gujarat Mineral Development Corporation Ltd (GMDC) (hereunder called “Authority”/ “GMDC, together with any of its agents, contractors, or Bidders who may have contributed to preparation of this Tender as the context may require or apply) to the Bidders/Bidders interested in assisting GMDC in (supply and covering of lignite stockpiles by tarpaulin, it’s maintenance and withdrawal for the period of monsoon seasons)

It is hereby clarified that this Tender is not an agreement. The purpose of this Tender is to provide the Bidder(s) with information for formulation of their proposals/Bids. While it has been prepared in good faith with due care and caution, GMDC does not accept any liability or responsibility for the accuracy, reasonableness, or completeness of the information, or for any errors, omissions, or misstatements, negligent or otherwise, relating to any feasibility / detailed Project report or any other reference document mentioned, implied or referred herein. This Tender may not be appropriate for all persons. It is not possible for GMDC to consider the investment objectives, financial situation, and particular needs of each Proposer/Bidder who reads or uses this Tender. Each Proposer/Bidder should conduct its own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this Tender and where necessary obtain independent advice from appropriate sources.

Bidder should carefully examine and analyze the Tender and bring to the notice of GMDC any error, omission, or inaccuracies therein that are apparent and carry out its own investigation concerning all matters related to the captioned subject, seek professional advice on technical, financial, legal, regulatory and taxation matters and satisfy himself of consequences of entering into any agreement and /or, arrangement relating to the captioned subject pursuant to this Tender. GMDC and its employees make no representation or warranty, express or implied, and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability, or completeness of the information contained in the Tender or in any material on which this Tender is based or with respect to any written or verbal information made available to any Proposer or its representative(s).

GMDC may in their absolute discretion, but without being under any obligation to do so, update, amend, or supplement the information in this Tender as per its requirements. GMDC reserves the right not to proceed with the Project, to alter the timetable reflected in this document or to change the process or procedure to be applied or cancel the Tender at any stage. It also reserves the right to decline to discuss the Project further with any party submitting a Proposal. No reimbursement of cost of any type will be paid to persons, entities submitting a Proposal/Bid. The decisions of GMDC with respect to evaluation of this bid will be final.

The bidder shall bear all costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by GMDC or any other costs incurred in connection with or relating to its bid, regardless of the conduct or outcome of the bidding process.

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NOTE: All the Bidders should study entire Tender document carefully & advised to visit the site before quoting & submitting their online Bid to understand scope of work and its importance.

DEFINITIONS, INTERPRETATIONS ETC.

Definitions:

1. **Authorized Representative(s) and Signatories:** Each Bidder shall designate maximum two persons (“Authorized Representatives and Signatories”) authorized to represent the Bidder in all matters pertaining to its bid. These designated persons should hold the power of attorney duly authorizing them to perform all tasks including but not limited to signing and submitting the bid; to participate in all stages of the Bidding process; to conduct correspondence for and on behalf of the Bidder, and to execute the Bid Agreement and any other documents required to give effect to the outcome of the Bidding process. The original power of attorney, duly notarized, in favor of the Authorized Representatives and Signatories shall be enclosed by the Bidder along with the covering letter.
2. **Bidder:** Bidder means the person or persons, firm, Co-Operative Society or company that has submitted a Bid in response to this document.
3. **Co-Operative Society:** Co-operative Society formed for the purpose including that of Lignite / any mineral transportation work.
4. **Partnership Firm:** In case of a partnership firm the same shall be registered and, each of the partners shall be jointly and severally liable for all liabilities, actions/duties and claims including financial, legal, environmental and technical liabilities on behalf of Bidding Consortium.
5. **Proprietorship entity:** In case of a proprietorship entity, the proprietor shall be responsible for all interactions with GMDC.
6. **Performance Bank Guarantee/ Security Deposit:** Performance Bank Guarantee shall mean the guarantee to be furnished by the Contractor who is selected based on the Bidding process. It should be SFMS complied Bank Guarantee only.
7. **Financial Year:** Financial Year shall mean the 12 month period corresponding to the audited financial statements.
8. **Net Worth:** Net worth is the sum total of paid up capital and free reserves. Free reserves means all reserves credited out of the profits and share premium account but do not include reserves credited out of revaluation of assets, write back of depreciation provisions and amalgamation. Further, any debit balance of profit and loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from Reserves and Surplus.
9. **Turnover:** Turnover is Gross Sales or Gross Revenues, as defined by the Indian Accounting Standards published by the Institute of Chartered Accountants of India.
10. **Qualifying Proposal Requirements:** Qualifying requirements shall mean the requirements set forth in this document for the purpose of evaluation.
11. **“Company” or “GMDC” or “Management”** shall mean Gujarat Mineral Development Corporation Limited including its successors in office and as signees or its representatives authorized to act on its behalf for the purposes of contract.
12. **“Clause” or “provision”** shall mean the clause and sub clauses of this bid document and/or agreement etc.
13. **“Contractor”** shall mean the person or persons, firm, Co-Operative Society or company, whose bid has been accepted by the GMDC and shall include his/its/their legal representatives, administrators, successors and assigns.

14. **“Contract Document”** shall mean collectively bid documents, designs, drawings, plans, specifications, agreed variations, if any and other documents constituting the bid and acceptance thereof.
15. **“Completion Certificate”** shall mean the certificate to be issued by the GMDC when the work/ s have been completed to his satisfaction as per terms of the contract.
16. **“Commencement of work”** shall mean start of work by the contractor as per contract terms to the satisfaction of the GMDC.
17. **“Letter of Intent” or “Detailed letter of Acceptance” or “Work order”** shall mean intimation by a letter/ fax/E-mail to Successful Bidder that his / their bid has been accepted, in accordance with the provision contained in the letter/fax/E-mail.
18. **“Lignite”** means lignite / carbonaceous material with designated quality supplied by Tadkeshwar Lignite Mine and Surkha (North) Lignite mine Bhavnagar of GMDC Ltd.
19. **“Schedule of quantities”** shall mean the quantities of lignite to be transported and as provided in the contract, for execution of the contract.
20. **“Bid”** shall mean the bid submitted by the Bidder against this bid enquiry document for acceptance by the GMDC.
21. **“Tonne”** shall mean metric tonne (1000 kilograms.)
22. **“Lignite Stockyard”** shall mean lignite stock and includes the lignite, whether stocked separately or otherwise.
23. **“Site / Work In-charge”** shall mean a person authorized by the GMDC management, who will look after all the activities related with transportation of Lignite to this contract.
24. **“Monsoon season”** shall mean period from **1st June to 31st Oct 2025**
25. **“Tarpaulin”** shall mean **200 GSM as per Indian standard IS 7903:2017 type II 200 GSM with ISI mark and test certificate**
26. **“Successful Bidder”** shall mean the Bidder who is selected by Authority/GMDC as per the process outlined in this Tender Document for assisting GMDC as per the Terms of Reference specified in this Tender.

BACKGROUND

Gujarat Mineral Development Corporation Ltd (GMDC) is a leading Public Sector Mining and Minerals Company of Government of Gujarat with operational experience of over 60 years. GMDC's product portfolio spans across mining, value added products and power. Its power portfolio includes clean energy sources such as solar and wind besides thermal power.

GMDC's mining activities are spread across Gujarat in Kutch, Devbhoomi Dwarka, Panchmahal, Vadodara, Bhavnagar, Bharuch, Surat and Chhotaudepur districts of the State. It is currently mining minerals like Lignite with five operational lignite mines, Bauxite (11 operating mines), Fluorspar, Manganese, Ball Clay, Silica Sand, Bentonitic Clay and Limestone. GMDC also value adds to minerals through works such as Pyrite removal from Lignite, Beneficiation of Bauxite, Beneficiation of Low-Grade Manganese and Beneficiation of Fluorspar. The Company has set up a 250 MW lignite based Thermal Power Station at Nani Chher in Kutch as a forward integration, Wind power plant of 200.9 MW at Maliya, Jodiya, Godsar, Bhanvad, Bada, Verbala, Rojmal and Solar Power plant of 5 MW at Panandhro Project. GMDC's existing Metallic mineral portfolio includes Fluorspar, Manganese, Bauxite, and Multimetals in addition to other associated minerals like silica sand, Bentonite, Ball Clay and Limestone.

GMDC has undertaken a strategic transformation exercise over the last year with a view to achieve growth milestones, diversity its product portfolio, leverage existing assets, provide inputs to the industry and contribute to the growth of the state's economy.

As part of its strategic transformation exercise, GMDC is already in the process of expanding its mining operations by setting up six new lignite- based Projects in Kutch and South Gujarat. Further, GMDC through its metal division also intends to expand and develop metal mining portfolio by developing existing metal mining Projects and exploring new opportunities in metal mining sector in India. A number of other Projects are in the pipeline based on identified thrust areas. GMDC also have two new coal blocks in Odisha.

Tadkeshwar Lignite lease area falls in Mandvi Taluka of Surat district of Gujarat State and is covered by the Survey of India, toposheet no. 46 G/3. Tadkeshwar village is located in the western part of this area adjacent to the lease boundary. The district head quarter Surat and taluka head quarter Mandvi are located at a distance of about 40 KM & 30 KM respectively.

The National Highway (NH48) which connects Mumbai and Ahmedabad passes on the western side of the lease area at about 11 KM. distance. The area is connected to NH 8 through state highway & district road. The area is easily accessible by road at all seasons. The broad gauge railway line connects Mumbai & Ahmedabad of western railway passes near to NH 48 and the nearest railway station KIM is 15 KM away from this area. The nearest Hajira port is located in SSW side of this area. This port is nearest to Surat City. The nearest airport is Surat which connects to major cities like Mumbai, Delhi, Ahmedabad etc. by flight Vadodara City is located at a distance about 107 km northern side of the lease area.

Bhavnagar city is situated at a distance of 185 KM from Ahmedabad and is well connected from Ahmedabad both by road and rail. The Surkha (North) Lignite Mine is located at a distance of 15 KM from Bhavnagar city and connected by National Highway no.CH6 (OldNH8 E) that passes through the northern boundary of the mine. There are a few pucca tarred villages roads which are passing through the area. The nearest majors airports situated near the mine are Ahmedabad and Rajkot. Bhavnagar city also has a small airport operating seasonal flights. Bhavnagar is also equipped with a Govt. port which is about 20 KM away from the mine.

NOTICE INVITING TENDER (NIT)

Bid No.: GMDC/TECH-II/01/2025-26.

Name of work	Rate Contract for supply and covering of lignite stockpiles by tarpaulin, it's maintenance and withdrawal for the period of monsoon seasons from 1st June 2025 to 31st Oct 2025 at (i) Tadkeshwar Lignite Project and (ii) Surka (North) Lignite Project, Bhavnagar
Place of work	Tadkeshwar Lignite Project and Surkha (North) Lignite Project, Bhavnagar of GMDC
Quantity	The successful bidder will be awarded this contract involving total quantities of various items as mentioned against item descriptions in BOQs.
Contract period	For monsoon seasons period from 1st June 2025 to 31st Oct 2025
EMD	Rs. 2,00,000/- (Rupees Two Lakh only) by Demand Draft in favour of Gujarat Mineral Development Corporation Limited payable at Ahmedabad / RTGS / NEFT as per below bank detail. Bank Name: ICICI Bank, Ahmedabad Branch Account Number: 002405019379 IFS Code: ICIC0000024 Relaxation in terms of submission of EMD may be given to the bidder who is holding valid certificate issued under MSME Act, 2006 on the date of submission of bid to this Tender.
Cost of tender document / Tender Processing Fee	Rs. 17,700/- (Rupees Seventeen Thousand Seven Hundred only) (non-refundable, inclusive of applicable GST) only through NEFT / RTGS or through online payment gateway as per above bank detail Relaxation in terms of submission of Tender Processing Fee may be given to the bidder who is holding valid certificate issued under MSME Act, 2006 on the date of submission of bid to this TENDER.
Availability of online e-Tender document	From 02/05/2025
Downloading of tender document from website	From 02/05/2025 to 16/05/2025 up to 17.30 hrs.
Issue of Corrigendum to document, if required:	As and when required till last date of submission.
Last date of online submission of entire offer	16/05/2025 up to 17.30 hrs.

Submission of EMD, Tender Processing Fee and Techno- Commercial (Part-I) Bid in Physical form along with supporting documents at below mentioned address:	On or before 16/05/2025 up to 17.00 hrs at GM (CPD) /Tech-II, GMDC office situated at Khanij Bhavan, 132-ft. Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad-380052, by Speed Post/ RPAD/ Hand delivery /Courier
Date and time for opening of Price Bid (Part-II):	The date and time of opening of price bids will be intimated to the technically eligible Bidder's at least one day in advance by phone / courier / email

GMDC shall endeavor to adhere to the bidding schedule as specified in above. However, there may be changes due to unavoidable circumstances. Any change shall be informed by placing the Corrigendum on the website and n-procure portal.

Notes- The above details are for information purposes only and the details are provided in the document. Bidders are advised to read the bid document before submitting the bid.

1. Amendment / corrigendum of the bid document, the forms, schedules etc. may be done any time by GMDC during the period between publication of notice and submission of bid in the web site. The Bidders are required to visit the web site regularly till the last date of online bid submission (i.e. 16/05/2025 up to 17.30 hrs.).
2. GMDC reserves the right to reject any or all the offers / bids received without assigning any reason thereof.
3. The Bidders are required to quote the rate strictly as per the terms and conditions mentioned in the tender document, adhering to technical specifications as well.
4. The Bidders are required to submit their bids on-line only.
5. The Bidders are required to submit their bids (Techno-Commercial) in physical form as mentioned in Clauses of SECTION – I shall be submitted by the Bidders at the following address- GM (CPD) /Tech-II, GMDC office, Khanij Bhavan, 132-ft. Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad- 380052, by Speed Post/RPAD/Hand delivery/Courier in sealed cover duly super scribed as mentioned in the TENDER.
6. For any clarification, bidders can contact : **(i) Shri Pulak Mathur, GM (Project) Mob : 97277 92726 – mail : pamathur@gmdcltd.co.in for Lignite Project Tadkeshwar and (ii) Shri D K Patel, GM (Project) Mob : 97277 92698 – mail : dkpatel@gmdcltd.co.in for Surkha (North) Lignite Mines, Bhavnagar**

INTERPRETATIONS

Wherever it is mentioned that the contractor shall do or perform or cause to be done certain works or provide certain facilities or discharge certain obligation/s or make certain provision/s etc., it is expressly agreed and understood that each and every such work/s, facility, obligation/ s or provisions etc. shall be made and/ or provided by the contractor to the satisfaction of the GMDC at the cost and consequences of the contractor.

1. Several clauses and documents forming the contract are to be taken in harmony. Should there be any discrepancy, inconsistency, error or omission in the contract or for any of the matter/s, the same shall be referred to in writing by the contractor to the GMDC, whose interpretation/s, decision in writing shall be conclusive, final and binding on the contractor.
2. The works shown upon the drawing but not mentioned in the specifications or described in the scope of work without being shown on the drawings shall nevertheless be held to be included in the same manner as if they had been specifically shown upon the drawings and described in the scope of work.
3. All headings and marginal notes to the various clauses of the contract are solely for the purpose of giving a concise indication and not a summary of the contents thereof and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof, or the provisions of the contract.
4. In the contract, unless otherwise stated specifically, the singular shall include the plural and vice versa, wherever the context so requires , the words interpreting person/s shall include incorporated companies, registered association, body of individuals or partnership firm.
5. Where any portion of the General Conditions of the contract is repugnant to or at variance with any provisions of the Special Conditions of the Contract, then, unless a different intention appears, the provisions of Special Conditions of the contract shall be deemed to over ride the provision of the General Conditions of the Contract and shall to the extent of such repugnancy or variations, prevail.
6. Notwithstanding the sub-divisions/s of the various clauses of the contract into the separate parts/ sections, every part of such shall be deemed to be supplementary to and complementary of each and every other part and shall be read with and into the contract so far as it may be practicable to do so.
7. General conditions of the contract shall be read in conjunction with the special conditions of contract, specification of work, drawings and any other documents forming part of this contract wherever the context so requires.
8. The materials, designs and workmanship etc. shall mean the same as specified in the relevant Indian Standards and the job specifications contained herein and codes, referred to in the contract and the additional requirements, if any, shall also be satisfied by the contractor.
9. No Director or official or employee of the company shall in any way be personally bound or liable for the acts or obligations of the company under the contract or answerable for any default or omissions in the observance or performance of any of the acts, matters or things which are herein contained.
10. No amendments to the contract shall be valid unless specifically made as an amendment in writing to the contractor and signed by the authorized representative of the parties, to the contract.
11. The titles or headings in this Bid Document are for convenience and easy reference only and shall not be taken into account for the purpose of construction or interpretation of this Bid Document.
12. Any reference to “person” shall include individuals, companies, firms, corporations and associations or bodies of individuals, whether incorporated or not and shall include their respective successors in business and permitted assigns.

13. A reference to any gender includes the other gender.
14. Unless otherwise specified, a reference to a Section, Clause, Annexure, Schedule, Attachment or paragraph is a reference to a Section, Clause, Annexure, Schedule, Attachment or paragraph of this Document.
15. The terms “include” and “including” shall be deemed to be suffixed with the words “without limitations”, whether or not so followed.
16. Words imparting singular shall also include plural and vice-versa and any word defined in the singular shall have the corresponding meaning when used in the plural and vice versa.

Governing Law

1. The Document shall be governed by and interpreted in accordance with laws in force in India and the Courts of Ahmedabad shall have exclusive jurisdiction over matters relating thereto.

SECTION I- INSTRUCTIONS TO BIDDERS

1.1 BRIEF INTRODUCTION

a) LIGNITE PROJECT TADKESHWAR

Location:

Tadkeshwar Lignite lease area falls in Mandvi Taluka of Surat district of Gujarat State and is covered by the Survey of India, toposheet no. 46 G/3. Tadkeshwar village is located in the western part of this area adjacent to the lease boundary. The district head quarter Surat and taluka head quarter Mandvi are located at a distance of about 40 KM & 30 KM respectively

The National Highway (NH48) which connects Mumbai and Ahmedabad passes on the western side of the lease area at about 11 KM. distance. The area is connected to NH 8 through state highway & district road. The area is easily accessible by road at all seasons. The broad gauge railway line connects Mumbai & Ahmedabad of western railway passes near to NH 48 and the nearest railway station KIM is 15 KM away from this area. The nearest Hajira port is located in SSW side of this area. This port is nearest to Surat City. The nearest airport is Surat which connects to major cities like Mumbai, Delhi, Ahmedabad. Etc. by flight Vadodara City is located at a distance about 107 km northern side of the lease area.

Climate:

Climate of the area is subtropical. The annual rainfall recorded during past 15 years ranges between 971 mm to 2777 mm. The highest precipitation occurs normally from last week of June to last week of Oct. The area in general is more or less flat with some minor undulations. The general slope of the area is towards Kim river flowing from the north eastern part. Kim river is a seasonal river which flows in the northwest direction.

The Contract:

Contractor have to supply, cover, maintain and withdrawal of lignite stockpiles by Tarpaulin on Sq. Meter basis on stack yard near weigh bridge area of Tadkeshwar Lignite Project. As and when require the opening of side of tarpaulins from the lignite heap, on need base as per consumer lignite loading from said heap, further re-cover-up the open part of the lignite heap by Tarpaulin as and when required and as directed by GMDC official. It also include the maintenance of Lignite stockpile covering, safety and security of tarpaulins & other material used for covering.

b) SURKHA (NORTH) LIGNITE PROJECT BHAVNAGAR

Location:

The Bhavnagar city is situated at a distance of 185 KM from Ahmedabad and is well connected from Ahmedabad both by road and rail. The Surkha (North) Lignite Mine is located at a distance of 15 KM from Bhavnagar city and connected by National Highway no.CH6 (OldNH8 E) that passes through the northern boundary of the mine. There are a few pucca tarred villages roads which are passing through the area. The nearest majors airports situated near the mine are Ahmedabad and Rajkot. Bhavnagar city also has a small airport operating seasonal flights. Bhavnagar is also equipped with a Govt. port which is about 20 KM away from the mine.

Climate:

The area has warm and humid subtropical climate. Monsoon is generally poor compared to other parts of Gujarat. It starts late in June / early July and continues till mid-October. The annual average rainfall recorded since 2008 is 851mm.

The Contract:

The contractor has to supply, Cover, Maintain and Withdraw Lignite stockpiles by Tarpaulin on a square meter basis in the T4 stockyard and Weighbridge Stockyard area of the Surkha (North) Lignite Project, Bhavnagar and Lignite Project Tadkeshwar. As and when required, the contractor shall open the sides of the tarpaulin from the lignite heap based on consumption needs and subsequently re-cover the exposed part by tarpaulin as directed by GMDC officials. It also includes the maintenance of the Lignite stockpile covering, safety and security of the tarpaulins and other materials used for covering.

1.2 SCOPE OF WORK

GMDC award the works for monsoon seasons **from 1st June 2025 to 31st Oct 2025.**

A. Scope of work covering the following:

1. Supply of new Tarpaulin with GSM 200 mm (+/- 2% tolerance) i.e. not less than 195 GSM to cover the lignite heaps. Total of tarpaulin covering area is approx. 90,000 Sq Meter (approx. 40,000 sq meter for Tadkeshwar Lignite Project & approx. 50,000 Sq meter for Surkha (North) Bhavnagar Mine) for monsoon season but quantity of area will depend solely on the requirement, it may be changed. After completion of the contract, the quantity of Tarpaulin, empty bags, ropes etc. shall be the property of successful bidder and will remove the material from GMDC lease area.
2. The places of Tarpaulin Covering (i.e. at stock yard, near weigh bridge area etc) at Tadkeshwar Lignite Project & T4 stockyard and Weighbridge Stockyard area of the Surkha (North) Lignite Project, Bhavnagar or any other area as directed by Project management.
3. Adequate quantity of required material (i.e. Tarpaulin, Nylon rope, Empty Bags etc) for covering of heaps, will be procured & supply under the scope of successful bidder.
4. The supply of the empty bags/empty bags with the rope for stitching or tying knots to the bags will be in the scope of the successful bidder.
5. The transportation facility for the materials (i.e Tarpaulin, 10 mm size rope, empty bags etc) handling/shifting at work site and one stockyard/site to another stockyards/site, will be under the scope of successful bidder.
6. After covering of Tarpaulin over the heap. The rope shall be tied over the tarpaulins with the help of iron hook grouted on the ground around the lignite heap and also lignite filled bags placed on Tarpaulins on about two-meter interval (grid pattern).
7. In rope network, care to be taken while lignite filled bags placed on tarpaulin should be tied with each rope at adequate interval to prevent from shifting of tarpaulin on heap.
8. Further, in addition to above lignite filled bags shall also be placed on Tarpaulins at maximum one-meter interval around the toe of Lignite heaps.
9. Quality, quantity and specification of Tarpaulin, Nylon rope, empty bags and other required materials: shall be procured by the successful bidder as per mentioned in Clause 4.1 of tender document.
10. The method of work execution shall be carried out by the successful bidder as mentioned in Clause 4.1 of tender document.
11. The adequate nos. of trained manpower for work execution shall be provided by successful bidder as mentioned in Clause 4.1
12. Supervision and Security of entire materials used for covering of lignite heaps at stock yard/other places during entire contract period shall be under the scope of successful bidder.
13. The bid submitted by the bidder not covering the total scope of work and services as detailed out in the tender document shall be liable for rejection.
14. Quantum of job mentioned against all items in the price bid are indicative only & may vary as per site requirement & not to be construed as maximum or guaranteed quantity. The

quantities shown in the price bid are approximate quantities for the contract period and they may vary as per job requirements.

All the miscellaneous activities pertaining to specific work to be executed of satisfactory performance is in the scope of contractor in his quoted rates.

1.3 GENERAL INSTRUCTIONS

1. The Bidders who are interested in participating in the tender must read and comply with the instructions and the Terms & Conditions contained in the tender documents.
2. The Bids shall be filled in by the Bidders clearly, neatly and accurately. Any alteration, erasures or overwriting shall be liable to make the tender invalid unless the same is neatly carried out and attested over the full signature of Bidder. The decision of the Company to interpret the information and rates filled in by the Bidder shall be final and binding on the Bidder.
3. The Bidders are requested to make themselves fully conversant with the General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Site conditions, Safety & Health Aspects and Norms to be observed etc. before submitting their bids so that no ambiguity arises in these respects subsequent to submission of the Bids.
4. Before quoting the rates, the Bidder should go through the specifications, scope of work etc. and get himself fully conversant with them. The Bid should include cost of mobilization and cost to adhere to all Safety Norms as described in the tender. No relaxation or request for revision of quoted/accepted rates shall be entertained subsequent to the opening of Bid on account of mobilization or Safety costs.
5. Bidder has to submit all the information as per required Bid document. Failure to furnish all the information as per required Bid documents or submission of a Bid containing deviations from the contractual terms and conditions, specifications and requirements, shall be rejected.
6. The Bids shall be submitted within the time frames set out in the Notice Inviting Tender ('NIT') and Bids submitted thereafter shall not be accepted and considered.
7. The Bidders are expected to examine all instructions, forms, terms & specifications in the Bid documents and to get fully acquainted themselves with all the conditions and matters which may affect the subject matter of the work/tender or the cost thereof. If any Bidder finds any discrepancies or omissions in the specifications and documents or any doubt in true meaning or interpretation of any part, he shall seek necessary clarifications in writing if required.
8. Conditional offers shall not be considered and liable to be rejected.
9. The Company reserves the right to extend the deadlines for submission of the Bids by giving amendments.
10. During evaluation of Bids the Company may, at its discretion ask the Bidder(s) for clarification of their Bid. The request for clarification and the response shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted.
11. The Company reserves the right to amend/ modify the Bidding documents at any time prior to the deadline for submission of Bids, either at its own discretion or in response to the clarification requested by a prospective Bidder. In such case, the Company may in its discretion extend the deadline for submission of Bids in order to facilitate the prospective Bidders for incorporating the effect of the amendment in their Bids.

12. The Bidders shall bear all costs and expenses associated with the preparation and submission of their respective Bids, to attend meetings or conferences, if any, including any pre-award discussion with the successful Bidder, technical and other presentations etc. and the Company shall not be liable for any expense thereof.
13. Timely and satisfactory completion of the work and strict adherence to the allotted time frames for jobs shall be the essence of the contract.
14. The Company reserves the right to qualify/disqualify any applicant without assigning any reason.
15. The Bidder shall be disqualified if any untrue statement or misrepresentation is made in the Bid forms, attachments and other supporting documents submitted by the Bidder.

1.4 SITE VISIT

The Bidders are advised to visit the both proposed work Site after downloading the tender copy from websites <https://tender.nprocure.com> or <http://www.gmdcltd.com> to study the actual working and all other related conditions, before submitting their offer.

- It is perquisite and necessary for all interested bidders to visit the site after downloading the tender copy to understand the actual working conditions, compliance related to labour, safety etc. before submitting their offer. Failing which, any consequential liabilities arising will be to bidder's account. The bidders shall examine the site of works and its surroundings at his own responsibility. The bidders shall collect information that may be necessary for preparing the bid and entering a contract. All costs and liabilities arising out of the site visit shall be at bidder's account. The contact details are **(i) Shri Pulak Mathur, GM (Project) Mob : 97277 92726 – mail : pamathur@gmdcltd.co.in for Lignite Project Tadkeshwar and (ii) Shri D K Patel, GM (Project) Mob : 97277 92698 – mail : dkpatel@gmdcltd.co.in for Surkha (North) Lignite Mines, Bhavnagar**
- The bidder is deemed to have examined and understood the tender document, obtained his own information in all matters whatsoever that might affect the carrying out the works expressly mentioned or works which may have to be carried out to fulfill his contractual obligation within the scheduled rates and to have satisfied himself to the sufficiency for his offer.
- The submission of tender by a bidder implies that he has read these instructions, conditions of the contract etc. and has himself aware of the scope, nature of works & specifications of the works to be done. GMDC will not, therefore after acceptance of contractor's rate, pay any extra charges for any other reason in case the contractor is found later on to have misjudged the site conditions.
- Any error in description or quantity or omission in the contract document shall not vitiate the contract or release the contractor from executing the work comprised in the contract according to scope of works, magnitude of the works, requirement of materials, equipment, tools& tackles, labour, etc. Contractor has to complete the work in accordance with the contract documents irrespective of any defects, omissions or errors that may be found in the contract documents.
- Bidder shall inspect the site, examine and obtain all information required and satisfy himself regarding matters such as access to site, communication, transport, working condition including constraint of work place, confined area, quantum of dusting, running equipment, importance of work, round the clock working conditions, safety requirements, temperature of fresh drained hot bed material, right of way, high flood level in River, flow of water during monsoon/dry season in the River/Nallah, the type and number of equipment and facilities required for the satisfactory completion of work, the quantity of various items of the work, the availability of local labour, availability and rates of material, local working conditions, uncertainties of weather, obstructions

and hindrances that may arise, etc which may affect the work or cost thereof, before submission of his Bid. Ignorance of site conditions shall not be accepted by the GMDC as basis for any claim for compensation. The submission of a Bid by the Bidder will be construed as evidence that such an examination was made. Any later claims / disputes in regard to rates quoted shall not be entertained or considered by the GMDC.

- The rates quoted by Bidder shall be based on his own knowledge and judgment of the conditions and hazards involved and shall not be based on any representations of the GMDC Official.

1.5 ELIGIBILITY CRITERIA

The following criteria shall be adopted for qualifying the Bidders for further proceeding. Experience taken in the capacity of sub-contractor shall also be considered provided experience certificate is issued, by the parent company, for which the contract work is carried out, in the name of sub-contractor.

- 1.5.1 Bidder should have completed minimum one similar nature of jobs like Tarpaulin covering or Manpower supply and should enclose proof of the same. Bidder shall submit necessary evidence for the same, like attested copies of work orders along with work completion certificates from clients. The work completion certificate shall comprise of quantity, order value and executed value of the work. Bidders should have executed the work directly. The work executed as a sub-contractor or subletting agency shall not be taken into consideration.
- 1.5.2 Bidder should have experience of at least one similar works as defined for which tender is invited having the total value of not less than 15.00 lakh. Bidder is required to submit the photo copies of work experience from clients along with certified copies of documentary evidence of the work orders.

Bidder should specifically mention fulfilling of above criteria in his offer along with details of work orders & work completion certificates issued by clients.

- 1.5.3 Tender fee: The tender fee shall be accompanied in form of **DD / RTGS only** as described in subsequent clause no. 1.7.
- 1.5.4 EMD: The EMD shall be accompanied in the form of DD/RTGS only as described in subsequent clause no. 1.7.
- 1.5.5 Bidder should have separate Employees Provident Fund code number towards registration of firm with RPF commissioner.
- 1.5.6 Attested copies of relevant documents duly signed & seal on each & every page shall be submitted. The above documents will be analyzed and after satisfaction, the Price Bid will be open. GMDC may verify the documents, experience certificates issued by concern authority. After opening of technical Bid, if any required attested documents found missing in the Technical Bid submitted by the Bidder, the tender inviting authority may inform to Bidder only once by E- mail to submit the missing required documents within stipulated time limit. If Bidder/Bidders fail to submit within stipulated time, their Bid will be declared technically disqualified and no further correspondence will be entertained.
- 1.5.7 Bidders must have carried out similar work

Bidder should have **average** annual turnover of Rs. 15,00,000 (Fifteen Lakh) for last three financial years. Bidder shall furnish annual audited financial statement duly certified by Chartered Accountant for the last three financial years to demonstrate the financial healthiness of the company as per attached format at Section -VI, Form -G. . The balance Sheet must be in

the name of the company. Any type of MOU for this purpose will not be entertained.

- 1.5.8 The Bidder has to submit Income Tax Permanent Account Number (PAN), and GST registration number of the firm. Copies of the same shall be submitted.
- 1.5.9. The net worth of the bidder should be positive as evidenced from audited accounts last financial year i.e. on 31st March, 2024
- 1.5.10. In case Bidder is a joint venture company, the above requirements/credential of Joint Venture Company / Parent companies shall be considered.
- 1.5.11 If Bidder or its Partner(s) or Director(s) is /are/was in any Litigation(s), Court Case(s) or Arbitration(s), either completed or Black Listed / Deregistered / Stopped or banned from dealing in the past by any Govt, of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations, Bid of that party will be liable to be rejected. Bidder agrees and undertakes to accept decision of GMDC in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage. Bidder shall have to submit the “Declaration for contractual litigations” as amended in Annexure /Form attached.
- 1.5.12. Bidder shall have to submit the “Declaration-cum-Undertaking for Compliance of Safety Laws and Regulations” as amended in Annexure / Form attached.

- If any Fatal Accident / Violation of any safety law(s) / Rule(s) is / are found during the preceding Three (3) years, Bid of that bidder will be liable to be rejected. Bidder agrees and undertakes to accept decision of GMDC in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage.
- If any of the details submitted in the prescribed Annexure / Form to the Bid is/are found to be false, incorrect at any time in future, then the Contract awarded to that Bidder / Contractor shall be liable to be terminated forthwith without any notice / correspondence and Bidder agrees and undertakes to accept decision of GMDC in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage. Further, Performance / Security Deposit will also be liable to be forfeited. Any dues to GMDC from the Bidder / Contractor shall be recovered from the pending bills or any other dues payable to the Bidder / Contractor, if any or otherwise through any other recourse available under the Laws.

The Bidder shall submit all the evidences, documents, attested copies of work orders & work completion certificates etc. as a proof with EMD & Tender Fee and also provide the requisite details online for meeting the prequalification requirements. GMDC will verify the experience, performance, capability & strength of Bidders, independently for executing the job. GMDC may visit the site & consult the owner of the industry/property where similar job is executed by the Bidder. GMDC reserves the right to accept/cancel/reject any/all Bids without assigning any reason thereof. The tenders of qualified Bidder/Bidders shall only be considered for further evaluation.

- 1.5.13 Both site visit is mandatory prior to submission of bid to understand the scope of work, working conditions, site conditions, equipment's, tools & tackle, labour deployment, associated risk, surrounding etc

1.6 LANGUAGE OF BID:

The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and the Company, shall be written in the English language. Any

printed literature furnished by the Bidder, written in another language shall be accompanied by an English translation for the purpose of interpretation of the Bid.

1.7 TENDER PROCESSING FEE AND EARNEST MONEY DEPOSIT (EMD)

TENDER PROCESSING FEE :

- a) Bidder will need to submit nonrefundable Tender Processing Fee of **INR 17,700 (i.e., RFE fees of INR 15,000 plus 18% GST)**. The Tender 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 n procure, 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 Tender document shall be non-refundable. Bids that are not accompanied by the Tender fees in acceptable amount and form shall considered non- responsive and shall be summarily rejected.
- d) Relaxation in terms of submission of Tender 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 Tender.

EARNEST MONEY DEPOSIT (EMD)

- 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 Tender Fees and super scribing "Earnest Money Deposit and Tender Fees “. An Earnest Money Deposit of amount INR 2 lakh (INR Two Lakh) shall be provided in favor of “Gujarat Mineral Development Corporation Ltd”, in the following forms/formats.
- i. Account payee Demand Draft /Banker’s Cheque from any bank among the list of scheduled commercial Bank in India published by RBI / RTGS.
- 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 Tender.
- c) Any bid not accompanied with valid Earnest Money Deposit and Tender 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 Successful 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 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 Tender. No relaxation of any kind on Bid Security shall be given to any Bidder.
 - i. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
 - ii. If a Bidder withdraws its Bid during the Bid Validity Period as specified in this Tender and as extended by mutual consent of the respective Bidder(s) and GMDC;
 - iii. 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 TENDER; or
 - 4) In case the Successful Bidder, having signed the Contract, commits any breach thereof prior to furnishing the Performance Security.

1.8 PRICE BID:

Price Bid shall be submitted online on the website <https://tender.nprocure.com> **only** on or before dated **16/05/2025 up by 17.0 hrs** in the prescribed forms **Section-V, PRICE BID/SCHEDULE ("PRICE BID")**, provided at the end of these bidding documents, without exception. Rates quoted will be **exclusive of GST**.

Note: Estimate includes cost of all manpower, equipment, vehicles, consumables, tools & tackles, transportation, Safety statutory compliance, mobilization or any items not included but required during the execution of the work etc.

Goods & Service tax shall be paid extra at actual as per prevailing rates as declared by Central Government on submission of documentary evidence.

The quantities shown in the price Bid are approximate for the contract period and may vary as per job requirement.

The Bidder shall fill the Bid documents with utmost care in consonance with the instructions contained in the Bid documents.

1.9 MODIFICATION AND WITHDRAWAL OF BIDS:

- a) The Bidder may modify or withdraw the bid prior to the deadline prescribed for submission of bids.
- b) No Bid shall be modified subsequent to the deadline for submission of Bids.
- c) No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of bid validity.

1.10 POLICY FOR BIDS UNDER CONSIDERATION

Bid shall be deemed to be under consideration immediately after opening of the bid and till official intimation of award/rejection made by the Company to the Bidders.

While the Bids are under consideration, Bidders and / or their representative or other interested parties are advised to refrain from contacting by any means, the Company. The Engineer, if necessary, will obtain clarifications on the Bids by requesting for such information from any or all the Bidders, in writing as may be necessary. The Bidder will not be permitted to change the price or substance of the Bid after the Bid has been opened. intimation of award/rejection made by the Company to the Bidders.

1.11 EFFECT AND VALIDITY OF THE BID

The Bid should be kept valid for acceptance for a period of one hundred and eighty (180) calendar days from the last date of submission of Bids. Moreover, GMDC reserves the right to extend the Contract Period up to 3 months on the same rates and terms and conditions without any price escalation & entering into any new contract.

The submission of any Bid along with the required documents and specifications shall constitute an agreement that the Bidder shall have no cause of action or claim, against the Company for rejection of his Bid. The Company shall always be at liberty to reject or accept any Bid or Bids at his sole discretion and any action will not be called into question and the Bidder shall have no claim in that regard against the GMDC.

1.12 OPENING OF BIDS

The GMDC will open the pre-qualification/Technical Bid/price Bid, as the case may be, in presence of Bidder's representatives whenever such a procedure has been specified. Otherwise the tender will be opened by the authorized officers of GMDC.

1.12.1 Preliminary Examination

The Company will examine the Bids for any computational errors, for sureties furnished by bidder, for authentication of documents submitted and completeness of the Bids.

1.12.2 Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price will be corrected & will be binding to the bidders.

If there is a discrepancy between the Total Bid Amount and the sum of total prices, the sum of total prices shall prevail and the Total Bid Amount will be corrected & will be binding to

the bidders.

1.13 EVALUATION & COMPARISON OF BIDS:

- 1.13.1** GMDC shall evaluate the Bids received and accepted by it to ascertain the lowest evaluated Bid in conformity with the specifications of the tender documents.
- 1.13.2** The Technical Bids will be examined for minor matters regarding qualification of bids. Subsequent to correspondence with the respective bidders, the decision of Tender Committee will be final.
- 1.13.3** All responses to requests for clarifications shall be in writing and shall be presented to the Company through e-mail or in a sealed envelope on or before the given date requested by the Company. If the Technical clarifications sought by the Company do not reach the Company on or before due date, the Bid will be rejected.
- 1.13.4** The comparison of all the Bids shall be carried out with reference to the scope of work as per the technical specification. Any deviation/omission shall be evaluated at highest quoted price of the deviation/omission quoted by any of the Bidder. In case a separate price (for omission) is not given by any other Bidder, a reasonable price of the same shall be taken & the same shall be binding to the Bidders.
- 1.13.5** The commercial deviation, if any, shall be loaded to bring all the Bids at par. The loading shall be carried out at an interest rate of 2% above PLR of SBI.
- 1.13.6** A Bid to be substantially responsive shall be one which on evaluation confirms to all the terms, conditions and specifications of the Bid documents without any material deviation or reservation.
- 1.13.7** For the above referred purpose, a 'material deviation' shall be one which:
- a) Which affects in any substantial way the scope, quality or performance of the contract, or
 - b) Which limits in any substantial way and in a manner inconsistent with the Bid documents, GMDC's right or the Bidder's obligations, under the contract, or
 - c) Whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

1.14 RIGHT OF REJECTION OF TENDERS:

- 1.14.1** GMDC reserves the right to accept or reject any Bid or to cancel the Bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders regarding the same.
- 1.14.2** Any Tender without EMD and Tender fee will be treated as non responsive and shall be rejected at the outset & no further correspondence shall be entertained regarding this.
- 1.14.3** GMDC reserves the right to debar any Bidder from participation in future Bids if such Bidder has quoted an abnormally low rate in the Bid document/price Bid.

1.15 AWARD OF CONTRACT:

- 1.15.1** GMDC will award the contract to that bidder whose quotation has been determined to be substantially responsive and evaluated as the lowest quotation in conformity with the requirements of the specifications and documents contained herein, provided further that the

bidder is determined and evaluated to be qualified to perform the contract satisfactorily.

1.15.2 The successful bidder shall be intimated of his selection through the Letter of Intent or Letter of Award/ Work Order which shall be sent to him through e-mail, courier, fax or registered mail.

1.15.3 GMDC reserves the right to cancel/short close the contract during the contract period without assigning any reason.

1.15.4 GMDC reserves the right to split the contract quantity between vendors.5

1.16 CONTRACT PERIOD:

1.16.1 The contract will be for a period of monsoon season year 2025-26 from 1st June 2025 to 31st Oct 2025 the date of actual commencement of operation of the contract as stated in the Work Order ('Contract Period').

1.16.2 GMDC reserves the right to extend the Contract Period up to 3 months on the same rates and terms and conditions without any price escalation and entering into any new contract.

1.16.3 The said Contract Period can be extended if mutually agreed upon by both the parties up to one year and in such a case a revised work order shall be issued at the same rates and terms & condition or at negotiated rates acceptable by both parties i.e. the Company & the Contractor.

1.17 ASSIGNMENT AND SUB-LETTING:

The Contractor shall not directly or indirectly assign or sub-let total/any part of the contract to any other party or agency.

1.18 CONTRACTOR'S OBLIGATIONS

A. Deployment & Responsibility Of Manpower

1. The Contractor shall deploy suitably qualified and sufficient manpower for timely & satisfactorily execution of the works under the contract.
2. The Contractor shall deploy sufficient skilled, Semi-skilled and Un-skilled manpower separately to properly complete the job in given/scheduled time.
3. The Contractor shall depute its own workmen/labor with proper identification to enter the Mine premises after ensuring that the jobs are scheduled.
4. At the time of deploying manpower, the Contractor shall strictly comply all the applicable labor laws/Acts norms including but not restricted to the age of the workers, women workers and shall also ensure that a police verification and security check for all the workmen/labor engaged at the GMDC site is done and necessary documents regarding the same shall be submitted to the GMDC's authorized representative/officer-in-charge. Any default in complying with the same or any misrepresentation regarding compliance of the same shall compel GMDC to initiate appropriate civil or criminal proceedings regarding the same.
5. The Contractor shall also comply with the safety requirements and provide his workmen/labor with safety equipment like helmets, masks, gum boots, a uniform and other necessary PPEs for properly undertaking the operations involved under this contract.
6. Contractor shall nominate /authorize senior experienced person in writing as site in charge to co-ordinate with GMDC and who shall bear overall responsibility for performance of the contract. Such person shall remain always available at site or site office allotted to the contractor at project site. Contractor has to submit the authority letter and documentary proof

for the same.

7. The Contractor shall appoint a supervisor who shall co-ordinate with GMDC's official for daily entrusted job. They have to maintain daily records duly signed for the works carried out and duly certified by Official. The Contractor in co-ordination with the Official shall ensure the availability of adequate manpower to carry out the job satisfactorily on a daily basis. As per the instruction of Official they have to allot the work and execute the same in specified time limit.
8. During execution of the works, one or more jobs may be required to be done simultaneously and the Contractor shall mobilize additional resources accordingly.
9. During emergency or similar situations the Contractor shall be required to mobilize resources as per need as directed by GMDC. If the contractor fails to mobilize sufficient manpower to complete the job in time, GMDC will execute the job through other agency at the risk and cost of the contractor with 10% supervision charges & the same will be recovered from the Contractor's bill.
10. **Important Note: Whenever any emergency or heavy rain or wind at project site, the contractor shall mobilize sufficient work force at site immediately from the time of intimation to the site-in-charge. loss occurred due to want of manpower as well as resources & tractors will be viewed very seriously and will invite appropriate punitive measures as decided by competent authority.**

B. Tools & Tackles:

1. All tools and tackles required to execute the contract are in the scope of the contractor. The contractor should ensure that tools and tackles are in healthy & working condition. All consumable items would be in the scope of the contractor

For proper execution of the work as per the scope, the contractor is required to maintain sufficient quantity of tools & tackles with utility vehicles in good working condition at site as per day to day work load and emergency situations to complete the work in stipulated time.

2. In case of breakdown of equipment, the contractor should work round the clock for putting back the area in service immediately within minimum time. In case of any emergency arising during night hours the contractor should be in a position to mobilize the manpower immediately within minimum time.

1.19 CLARIFICATION OF BIDDING DOCUMENTS:

If any Bidder requires any further information or clarification in the Bidding Documents, may notify the Company before one week of last date of submission of online Bid, in writing or by E-mail at the GMDC's mailing address as indicated in the 'Invitation to Bids'. The GMDC's response (including an explanation of the query) will be sent in writing or by E-mail to all prospective Bidders who have received the Bidding Documents.

1.20 TIME SCHEDULE:

The basic considerations and the essence of the 'Contract' shall be the strict adherence to the time schedule for performing the specified 'Works'

1.21 UNDERSTANDING AND CLARIFICATION ON DOCUMENTS AND SPECIFICATION:

The Bidder is required to carefully examine the specifications and documents, all the conditions and matters work wise & cost wise. If any Bidder finds any discrepancies or

omissions in the specifications and documents or is in doubt for any meaning of any part, he shall request in writing for an interpretation/ clarification to the GMDC. All such interpretations and clarifications shall form a part of the Bid documents.

1.22 PAYMENTS:

All the payments against the work order shall be in Indian currency and payable through cheque/RTGS only.

1.23 POINTS TO BE CONSIDERED DURING QUOTING ONLINE PRICE BID:

1. The schedule of rates shall be read in conjunction with Instructions to Bidders, General conditions of contract, Special conditions of contract and Technical specifications.
2. The quantities given in the schedule of rates are estimated and will be made as per actual work carried out as per the rates of work order.
3. The method of measurement of completed work for payment shall be in accordance with the method of measurement specified in the clause 3.22
4. No separate amount shall be payable for use of auxiliary equipment incidental to or in day to day operation in the course of fulfillment of contractual obligation of the supplier.

Note: Interested bidders are requested to submit the online tender at least two days in advance from the due date set for on line submission of bid in order to avoid non participation of e-tender due to probable technical problem in e- tender system.

1.24 QUANTITIES:

The quantities specified are estimated and for tendering purpose only. Payment will be made, based on actual work done as certified by Official of GMDC.

Quantities of individual items may be revised during the course of contract period based on site requirement. Contractor shall not be entitled for any compensation on ground of such alteration in scope of work. GMDC reserves the right to operate or increase/decrease quantities in each item or omit any item included in Schedule of Quantity at his discretion. Contractor shall have no claim, whatsoever, on grounds of loss of anticipated profit etc. on account of the same.

After commencement of the work, GMDC, for any reason may not require to be carried out the whole/part of the work as specified in the tender, the Project - in-charge shall inform the fact for thereof to the contractor and contractor shall have no claim for any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out nor shall have any claim for compensation by reason of any change having been made in the original specifications and instructions which shall involve any curtailment of the work as originally contemplated.

SECTION – II

INSTRUCTION TO THE BIDDERS FOR ONLINE TENDERING

2.1 Bid documents are available only in electronic format which Bidder can download free of cost from the websites <https://tender.nprocure.com> or <http://www.gmdcltd.com>

2.2 All bids (Techno-Commercial and Price bid) should be submitted online through the web site <https://tender.nprocure.com> only. No physical submission of Price bid will be entertained as it should be furnished online only.

2.3 Following should be submitted in physical form in sealed covers separately at the time of submission of bids at our office. GM (CPD) / Tech-II, GMDC Limited, Khanij Bhavan, 132-ft. Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad- 380052.

- 1) Tender fee
- 2) EMD
- 3) Supporting documents for Techno-Commercial Bid

2.4 Bidder who wish to participate in online bids 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. Bidder can procure the same from any of the license certifying Authority of India or can contact M/s. (n)code solutions- a division of GNFC Limited, who are licensed Certifying Authority by Government of India.

2.5 All online bids should be digitally signed. Kindly note that valid Digital Signature Certificates is must for the entire interested Bidder. Online tendering process is not possible without **valid digital signature certificate**.

2.6 Interested Bidder are also requested to submit online tender at least two days in advance before last date of submission of tender online, in order to avoid non participation.

SECTION – III
GENERAL CONDITIONS OF CONTRACT

3.1 CONTRACT SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE:

As a Contract Security, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Bank Guarantee (PBG)/Contract security deposit in favour of Gujarat Mineral Development Corporation Limited for guarantee amount at ten percent (10%) of the “Annual Contract Price excluding GST” from any Schedule Public Sector Bank or Schedule Private Sector Bank in the format attached in **SECTION-VII**, and it shall guarantee the faithful performance of the 'Contract' in accordance with the terms and conditions specified in these documents and specifications. Contract security deposit shall be submitted strictly within fifteen days from the date of LoI or work order, whichever is earlier. The guarantee shall be valid up to retention period of three months from the contract completion date. The Guarantee amount shall be payable to the Company in Bidder's home currency without any condition whatsoever. GMDC will except BG which have been issued under SFMS only.

GMDC reserves the right to forfeit Performance Bank Guarantee (PBG)/Contract security deposit.

The Performance Bank Guarantee (initial security deposit) will be returned to the Vendor/Contractor without any interest at the end of the ‘Retention Period’ after completion of contract and on fulfilling contractual obligations throughout the retention period. However, any delay in submission of SD will result in equivalent late release of entire SD after guarantee period.

Bid security /EMD should be refunded to the successful bidder on receipt of performance Security.

3.2 RECOVERY CLAUSE:

The Successful Bidder shall execute of the stockpile covering work and maintenance of Lignite stockpile covering with filled bags along with ropes and security of material.

1. Adequate nos. of trained manpower should be available at any time for following works
 - (a) For covering, removing and re-covering of tarpaulin on Lignite heaps for loading consumption in order to keep the stockpiles dry from rainwater.
 - (b) To inform in case of smoke, fire in lignite heaps or any failure of the system.
 - (c) Maintenance of Lignite stockpile covering & security of material used for covering
2. **If any part of the lignite heaps remains uncovered & become wet with rain, due to deployment of inadequate manpower or any other reason, the un-covered part will be measured by the GMDC officials and the amount equivalent to double the unit rate of covering area may be deducted maximum up to 10% of total contract value.**
3. Quality of Tarpaulin : In case the quality of tarpaulin procured by the successful bidder is not found as per tender Clause 4.1.2 than **outrightly it will be rejected by the Project and immediately successful bidder has to replace the material.**

GMDC reserved the right to evaluate the quality of tarpaulin by committee of GMDC’s officials or Government recognized agency / third party.

4. In case of any damage of material/fuel/equipment/machinery due to negligence of contractor or any other reasons attributed to contractor the decision of Official regarding the amount of

recovery shall be final and binding subject to a maximum of 10% of total contract value. Recovery will be affected from the RA bills and/or retention money/security deposit.

5. If the contractor fails to execute the work as per directions of Project (I/c) within the time frame given in work order and as per day to day instructions by Official, if required GMDC shall get the work done by third party at the risk & cost of the contractor with 10% additional overhead charges of GMDC.

3.3 ASSIGNMENT AND SUBLETTING OF THE CONTRACT:

The contractor shall not assign or sub-let any part of the contract to any other part or agency without written permission from GMDC.

3.4 DEDUCTIONS FROM CONTRACT PRICE:

All costs, charges or expenses that GMDC may have paid, for which, under the contract the contractor is liable, shall be recovered by the GMDC. The contractor shall pay all such claims within 15 days of claim failing which the same shall be deducted from the bills of contractor.

3.5 TERMINATION OF CONTRACT BY GMDC:

Contractor shall be responsible to complete the jobs within agreed time schedule and in case contractor fail to complete the job, GMDC shall recover from his bill, Security Deposit and / or whatsoever for expenses incurred to complete the job with additional 10% overhead charges.

In case if contractor's services are not found satisfactory with respect to mobilization, time bound completion of work, workmanship & safety (policy of GMDC) then GMDC has right to terminate the contract at any time by giving him 15 days advance notice without assigning any reason and will make the alternate arrangement at the risk & cost of contractor.

GMDC may terminate the contract after due recoveries of pending jobs/damages after giving 15 days advance notice to the contractor if any of the following events occur –

1. Contractor is adjudged as insolvent.
2. Contractor has abandoned the contract.
3. Contractor fails to proceed with the work with due diligence as per requirements of the contract.
4. Contractor has neglected or failed persistently to observe or perform any of the acts, matters or things, which as per the contract are to be observed and performed by the contractor.
5. Contractor repetitively violating the safety norms for more than three incidents.
6. Any major contradiction of applicable labour laws.
7. Any major deviations from contractual terms and conditions including quality of job.
8. GMDC reserves the right to terminate the contract without giving any reason whatsoever and forfeit the PBG.

3.6 FAILURE & TERMINATION

If the contractor after receipt of written notice from the GMDC requiring compliance, with such further drawings and / or the GMDC instructions fails within seven days to comply with the same, the GMDC may employ and pay other agencies to execute any such work whatsoever as may be necessary to give effect thereto and all costs incurred in connection therewith shall be recoverable from the contractor by the GMDC on a certificate by the GMDC as a debt or may be deducted by him from any money due or to become due to the

contractor.

If the contractor fails to execute the work or fails to mobilize the resources and equipment as per directions of GMDC within the time frame given and/or violating the GMDC's safety rules & regulations, GMDC shall get the work done by third party at the risk & cost of the contractor with additional 10% overhead charges of GMDC and all costs incurred in connection therewith shall be recoverable from the contractor by the GMDC as a debt or may be deducted by him from any money due or to become due to the contractor.

3.7. SETTLEMENT OF DISPUTES

1. Any disputes or difference of opinion between parties arising out of the contract to the extent possible shall be settled amicably between the parties. If amicable settlement cannot be reached all the disputed issues shall be resolved through arbitration before a Sole Arbitrator appointed by GMDC management according to the provisions of The Arbitration & Conciliation Act, 1996. The place of arbitration shall be at Ahmedabad or any other place within state of Gujarat.
2. Work under the contract shall be continued by the contractor during arbitration proceedings unless GMDC shall order suspension thereof or any part thereof in writing or unless the matter in such work cannot possibly be continued unless the decision of the Arbitration proceedings is obtained.

3.8 INTERPRETATION OF CLAUSE

In case of disputes as regards interpretation of any of the clauses or specification, the decision of General Manager (Project) - GMDC will be final and binding on the contractor

3.9 EMPLOYEE'S COMPENSATION INSURANCE

Contractor shall take all risk Insurance Policy to cover all his workmen/employees, staff applicable under the Employee Compensation Act 1923 or any amendment thereof as also insurance cover for third party liability. The contractor shall keep the GMDC indemnified from all liabilities arising out of his action in pursuance of this contract. The Workmen Compensation Policy should be obtained and shall be assigned to GMDC. Workmen Compensation policy should cover the specified contract period.

3.10 STATUTORY REQUIREMENTS

a. COMPLIANCE OF LABOUR LAWS

- 1) The contractor shall at his own cost comply with the provision of labor laws, rules, orders and notifications whether central or state or local as applicable to him or to this contract from time to time. These Acts/Rules include without limitation of the followings.
- 2) Contractor shall be solely responsible and shall fully comply with all the provisions of all the labor laws applicable such as the Minimum Wages Act, 1948, Contract Labor (Regulation & Abolition) Act 1970, Factories Act, 1948, Payment of Bonus Act 1965, Employees Provident Fund and Miscellaneous Provision Act 1952, Industrial Dispute Act 1947, Workmen Compensation Act 1923, Payment of Gratuity 1972, Interstate Migrant Workmen Act 1979, Equal Remuneration Act with Rules, Order and Notifications issued/made there under from time to time.
- 3) All other Acts, Rules/Bye-Laws, Orders, Notifications etc. present of future applicable to the

contractor from time to time for performing the contract job.

- a) The Contractor shall provide and be responsible for payment of minimum Wages, Salaries, Bonus, Social charges, Insurance, Food, Accommodation, Transport, Medical and Canteen facilities and other statutory privileges and facilities to his personnel as per law/rules/regulations and orders of the Central Government, State Government, Local Authorities or other authorities as are in force from time to time. All employees of the Contractor shall be employee of the Contractor.
 - b) The contractor shall have a valid license obtained if applicable from Licensing Authority under the Contract Labor (Regulation & Abolition) Act-1970 at the time of execution of the contract covering all his employees working at project site and furnish the same failing which GMDC may terminate the contract at its sole discretion.
 - c) The Contractor shall at the time of execution of the contract have to obtain EPF Code Number if applicable from the Authorities concerned under the Employees Provident & Miscellaneous Provisions Act, 1972 and remit contributions in respect of the employees employed by him at project Site to the P.F office concerned every month failing which GMDC will recover from the outstanding payment to the contractor from GMDC.
 - d) The Contractor shall maintain all records/registers required to be maintained by him under various labor laws mentioned above and produce the same before the Statutory Authorities whenever required.
- 4) The Contractor shall also submit periodical reports / returns to the various statutory authorities such as the Contract Labour (Regulation & Abolition) Act-1970, Employees Provident Fund Act etc. Under intimation to HR & Admn. Dept.
 - 5) The Contractor shall not pay less than the Minimum Wages notified by the Government from time to time to his employees of corresponding categories.
 - 6) The Contractor shall be responsible for payment of overtime wages to his workmen, if any, in case they are required to work beyond the prescribed hours under law as per applicable rates.
 - 7) The contractor shall take Workmen Compensation Insurance Policy for all his employees working at GMDC. The contractor shall indemnify the company against any liability due to any work injury or accident to any of its employees.
 - 8) The Contractor shall in the event any of his workmen / employee sustains any injury or disablement due to an accident arising out of and in the course of his employment, provide necessary medical treatment and pay compensation as applicable, required under the Workmen's Compensation Act, 1923.
 - 9) If any of the persons engaged by the Contractor misbehave with any of the officials or the Company or commit any misconduct with regard to the property of the Company or suffer from any serious communicable disease, the Contractor shall replace them immediately.
 - 10) The Contractor shall not engage / employ persons below the age of 18 years. Employment of women shall be strictly according to applicable laws.
 - 11) GMDC will have right to deduct and disburse the claims of the individual / parties being a principal employer on any account whatsoever in relation to their employment with the contractor. The Security deposit will be released to the contractor at the end of the contractual tenure subject to an undertaking by the contractor that in the event any of his workmen or the heirs of workmen puts up a claim for recovery of money due to him from the contractor before the appropriate authority under the I.D. Act 1947 or under any other labor laws or for

compensation under the Workmen's Compensation Act, 1923 and the appropriate authority has given a direction for making payment the contractor will meet the same or indemnify GMDC if in the event GMDC pays it as Principal Employer.

- 12) The contractor shall make payment of wages to his employees on fixed date within the period specified under the applicable Law. He will submit a true copy of wage sheet, attendance register and P.F. remitted challans, Bank Payment statement of wages on monthly basis for verification and record.
- 13) The Contractor shall provide Safety items / kits to his employees such as safety shoes, goggles, ear plugs, hand gloves, safety belts etc., if any, required under the law.
- 14) The contractor shall conduct pre-induction and periodic medical checkup of his workmen as per applicable laws.
- 15) The contractor shall be solely responsible for any accident caused to his workers and should adhere to all rules / regulations as per labor laws of Government and other statutory laws as applicable.
- 16) The Contractor shall be responsible for compliance of all statutory rules, regulation, act enforced from time framed by the government such as Factory Act, Employee Compensation Act, payment of 'Wages Act', Minimum Wages Act', Provident Fund Act, All Labor Laws Act in respect of employees engaged by him for the work and shall have to maintain necessary records. In case any amount becomes due to be payable by him to his employees or to the Government under the above rules, regulation, Acts, GMDC reserves the right to recover the same from the running bill of the contract.
- 17) Records as per the provisions of various statutory Acts will have to be maintained by the contractor and submitted as and when required.
- 18) All employees of contractor should maintain due discipline and respect local sentiments. GMDC reserves the right to direct the contractor to remove any such person who does not comply with it.
- 19) The list is indicative in nature and not an exhaustive one. Any amendment/alteration/Notifications or addition to the existing Law or a new statute shall automatically and immediately become applicable.

b. LEGAL ASPECTS

1. Contractor shall maintain all register required under the Labour Laws and make the payment as per the Minimum Wages Act to the workers employed by him.
2. Contractor shall obtain requisite license to carry out this contract under the provisions of Contract Labour Act, 1970 if applicable and maintain necessary records and registers under the said Act.
3. Contractor shall submit a copy of each of the registration certificates with respect to Employees Provident Fund and Employee Compensation Act within one week time, from the date of award of this contract.
4. Contractor's employees, agent or sub-agent shall not smoke or light anything within the premises of the GMDC and carry match box / lighter or any other explosive and /or inflammable material inside the Mine.
5. Contractor shall abide by all the statutory rules and regulations like P.F, Labour Laws etc.
6. Contractor shall issue a temporary identity card specifying the period for which the labourer has been deployed.

7. Contractor is fully liable for the persons engaged by him for above work; however, GMDC reserves the right to deduct any amount legally justified towards any liability not fulfilled.
8. Contractor shall indemnify GMDC from any liabilities arising out of the employment of the manpower.
9. If the contractor fails to complete the allocated job within specified time frame, GMDC shall get the work done by third party at the risk and cost of contractor.

3.11 PAYMENT OF WAGES:

Contractor shall be responsible for compliance of all statutory rules, regulation, act enforced from time framed by the government such as Factory Act, Employee Compensation Act, payment of 'Wages Act', Minimum Wages Act', Provident Fund Act, Payment of Bonus Act, Labor Law Act, maternity benefit act in respect of employees engaged by him for the work and shall have to maintain necessary records. In case any amount becomes due to be payable by him to his employees or to the Government under the above rules, regulation, Acts will be the liability of Successful bidder

3.12 ACCIDENT TO WORKMEN:

Contractor shall be fully responsible for injury or death of any of your or third party workmen due to any act omission / indiscretion on your part while undertaking the work and contractor shall fully abide by the statutory requirements of the employee's compensation act. GMDC shall not be liable for any compensation due to accident, death or injury to any of contractor's workmen or any third party due to negligence, act or omission on your part.

3.13 LIGHTING:

Necessary illumination at works area will be provided by GMDC.

3.14 NIGHT/SUNDAY/HOLIDAY SHIFT:

The contractor shall depute qualified and adequate resources in night shift/Sunday/holiday for any emergency job, which may come up at night/Sunday/holiday.

3.15 SAFETY ASPECT:

Contractor shall observe all the safety and security rules and regulation of the GMDC which are at present in force and which may come into force during the pendency of the contract. Any violation of any rules and regulations will entail immediate termination of the contract.

When contractor moves his lifting tools and tackles to the Mine area, required test certificates as per the Mines Act 1952 and the Mine rules has to be submitted to safety Deptt.

The contractor has to submit the list of required safety gears along with safety equipments available with him to safety Deptt. Safety Deptt will check for quantity and quality of the safety gears and then allowed permission of work. Poor quality material will not be allowed to take inside the Mine. If quantity of required safety equipments is not satisfactory, contractor will not be allowed to carry out the work using such safety gears inside the Mine for the work.

3.16 GENERAL SAFETY CLAUSES :

- 1) The Contractor shall observe and comply, with regard to his workmen working at the Project site, the safety norms as per the safety operating standards.
- 2) The Contractor shall ensure that his workmen are informed and trained regarding the safety

- standards to be adopted while operating within the Mine premises and the Contractor shall brief them regarding the same and use of the Personal Protective Equipment ('PPE').
- 3) The Contractor shall issue safety shoes and safety helmet of IS standard to all his workmen immediately on execution of the work and the contractor shall ensure that his workmen wears the protective equipments at all times during the work operation. Brand name for safety shoe & safety helmet shall be suggested by safety representative of project site.
 - 4) Other safety gears like ear plug, dust mask, hand gloves, safety goggles, gum boots, full body safety uniform and belts, safety net etc. shall be issued and used as per the job requirements. Safety helmet shall be of YELLOW COLOUR ONLY. Contractor will procure safety shoes & safety helmet from a reputed company with at least 12 months' guarantee. Contractor should purchase safety shoes of reputed brands.
 - 5) It is the duty of contractor to ensure that his workmen are wearing required PPEs as per work requirement. Contractor should ensure that their workers are wearing Safety helmet, safety shoes, dust mask, goggles, ear plug etc. at all times when they are at work throughout the contract period. The contractor has to maintain the PPE issues register with signature of workmen.
 - 6) Contractor will reissue these PPEs in case of damage or misplacement of the same. Replacement shall be made immediately.
 - 7) The contractor shall be responsible for providing first aid or emergency medical help and treatment to his workmen in the event of any accident or injury.
 - 8) If it is observed that contractor is not issuing required PPEs timely and that of required quality, GMDC will issue the required PPEs to contract workers and back charge the same with 10% overhead charges of GMDC.
 - 9) All lifting tools and tackles shall be of reputed make having standard quality and shall be maintained in proper and workable condition.
 - 10) The Contractor shall nominate one Supervisor for supervising the daily job for observing and maintaining the safety aspects at site. He is solely responsible for any safety measures work. He has to ensure that all the workmen working at site are equipped with essential PPE's and proper safety arrangement is made at the site.
 - 11) When working at height, working on ceiling or roof covered with fragile materials, full body harness safety belt, ladders and crawling boards shall be used to prevent accident. Further, during working on height, contractor should arrange proper scaffolding of still pipes, safety net, full body safety belt, fall arrestor system etc. Advice and instructions of Official in charge/ safety in charge shall be strictly complied with in this regard. All necessary safety precautions shall be taken by the contractor to prevent accident and personnel injuries while working on height.
 - 12) All vehicles shall be operated by licensed drivers only. All vehicles' PUC to be tested as per Government approved RTO guidelines. All Vehicles must be parked in Parking space designated by GMDC. If any vehicle is found inside the Mine premises other than the parking area such vehicles shall be handed over to Security dept. and their entry shall be cancelled for movement inside the Mine premises with immediate effect.
 - 13) All the vehicles shall be fit as per RTO guidelines and valid fitness certificate is required as per RTO guidelines.
 - 14) The Contractor shall comply all the new requirements related with safety as informed by the Safety department from time to time.

3.17 REJECTION OF WORK:

If, as a result of inspection, examination or testing, the GMDC's Representative/Official decides that any materials, work or workmanship is defective or otherwise not in accordance with the Contract, the GMDC official / Representative may reject such materials, work or workmanship and shall notify the CONTRACTOR promptly, stating his reasons. The CONTRACTOR shall then promptly make good the defect and ensure that the rejected item complies with the Contract. If Contractor failed to rectify the rejected work or workmanship,

GMDC official reserves the right to deduct or withhold amount against rejected work or Workmanship. CONTRACTOR shall not entitle for any claim or release of hold payment until rectify the defect up to satisfactory of GMDC. If Contractor failed to rectify any such defective work or workmanship, GMDC reserve the right to rectify at risk and cost of the CONTRACTOR and deducted by the GMDC from any amount due, or to become due, to the CONTRACTOR's dues.

If the GMDC official / Representative requires such materials, work or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If such rejection and retesting cause the GMDC additional costs for the traveling and lodging costs of GMDC official personal for attending the retest, such costs shall be recoverable from the CONTRACTOR by the GMDC and may be deducted by the GMDC from any amount due, or to become due, to the CONTRACTOR.

3.18 GENERAL TERMS AND CONDITIONS:

- 1) All tools & tackles, labours, equipments, vehicles, etc. to execute the contract are in the scope of the contractor. The contractor should ensure that tools & equipments are in healthy condition.
- 2) The decision of the Official shall be final and binding on the contractor for defining the terms and condition included in this contract.
- 3) If the work is not found satisfactory, Official reserves the right to take suitable action.
- 4) Contractor shall also nominate one supervisor at site and shall submit nomination of supervisor in writing before commencement of contract. supervisor shall arrange small safety talk on every day morning or whenever required with all workers working under this contract. He shall coordinate with concern department's Official on daily basis and report daily observations, tool-box talk records etc.
- 5) Contractor shall mobilize the resources as per need. If the contractor fails to mobilize sufficient resources to complete the job in time, GMDC will execute the job through other agency at the risk and cost of the contractor with additional 10% overhead charges.
- 6) Contractor should mobilize all resources for efficient & smooth execution of contract within seven days from the date of issue of Letter of Intent/Work Order.
- 7) The prices / item rates quoted shall remain firm till completion of the contract and any agreed extensions thereafter and shall not be subject to any escalation, idle charges for labor, machinery, overhead expenses etc. due to any reason whatsoever. No price escalation / idle charges shall be entertained due to delay in work on unavailability of work front, non-issue of work permit, holding of work permit for any reason, violation of safety rules, unsafe act by any of contractor's worker, negligence & ignorance of safety & quality instructions of GMDC Official or any other reason whatsoever.
- 8) One or more jobs may be required to be done simultaneously and contractor shall mobilize additional resources accordingly.
- 9) Timely completion of all jobs and works shall be the essence of this Contract. Contractor should closely monitor each activities and complete the jobs as per the time given by and under the supervision of the Official and shall ensure that sufficient manpower is deployed for the same.
- 10) The contractor has to complete the works as per the planning schedule and their respective supervisor has to interact with GMDC Official.
- 11) The contractor has to submit daily reports showing work carried out with details of available manpower etc.
- 12) Any job other than the listed jobs in work order shall be executed by the contractor on instruction from GMDC and payment shall be made to the contractor on respective item rate only.
- 13) The Bidder shall provide details of registration along with copy of the registration certificate

issued by the District Industries Centre/Department of Industries, etc of the respective State Government. It is to be noted that large scale industries and trading firms have been excluded from the purview of the Act.

- 14) GMDC is an ISO 9001, ISO 14001, OHSAS 45001 certified company, and GMDC gives extreme importance to maintain these global standards. Contractor shall be required to observe these standards while working with GMDC. Contractor should ensure that his workmen/labour work in accordance with them.

3.19 CONTRACTOR'S SUPERVISION:

The contractor shall, during the whole time the work is in progress, employ a qualified experienced site-in-charge of the works with adequate experience in handing of jobs of this nature and with the prior approval of the GMDC. Such in-charge shall be constantly in attendance at the site during working hours. During contractor's supervisory engineer absence during working hours, if unavoidable, and also beyond working hours, when it may be necessary to give directions, orders may be given by the GMDC and shall be received and obeyed by the contractor's superintendent or Foreman who may have charge of the particular part of the work in reference to which orders are given. Any directions, instructions or notices given by the GMDC to him, shall be deemed to have been given to the contractor.

None of the contractor's Superintendents, engineers, supervisors or labour should be withdrawn from the work without due notice being given to the GMDC; further no such withdrawals shall be made if in the opinion of the GMDC such withdrawals will jeopardize the required pace of progress / successful completion of the work.

The contractor shall employ in or about execution of the work only such persons as area careful, skilled and experienced in their respective trades, and the GMDC shall be at liberty to object to and require the contractor to remove any person employed by the contractor in or about execution of works who in the opinion of the GMDC official misconducts himself or is incompetent or negligent in the proper performance of his duties and all such persons shall not again be employed upon the works without the prior permission of the GMDC.

3.20 CONTRACTOR TO REMOVE ALL OFFENSIVE MATTER IMMEDIATELY AND CLEAN-UP:

All loose materials, wastage, packing materials, cut pieces or other matter of an offensive nature shall not be deposited on the surface, but shall at once be carted away by the contractor to some pit or place provided by him away from the site of work and approved by local authorities.

As a part of the work included in this contract, the contractor shall completely remove and satisfactorily dispose of all temporary works to the extent directed. He shall tear down and dispose of all temporary works, shall remove or grade, to the extent directed, all and equipment, shall satisfactorily dispose off all rubbish resulting from the operations under this contract and shall do all work necessary to restore the territory embraced within the site of his operations to at least as good order and conditions as at the beginning of the work under this contract.

3.21 FACILITIES TO BE PROVIDED BY GMDC:

The Company shall provide the following facilities to the Contractor at the site:

- a) Electricity & water at nearest point.
- b) Apart from the above, no other facilities shall be provided by GMDC.
- c) GMDC shall also conduct an orientation program appraising the workmen regarding the

safety norms and measures to be observed during work operations at the site.

3.22 WORK MEASUREMENT/CERTIFICATION:

1. The measurement will be carried out with help of scanner/DGPS by Survey department and in presence of successful bidder.
2. Joint measurement sheet will be prepared and submitted along with the bill.

3.23 FORCE MAJEURE:

The performance of the obligations herein contemplated may be suspended without incurring the penalty in the event of the subsistence of Force Majeure conditions.

If a Force Majeure situation arises, the affected Party shall promptly notify the other Party in writing of such conditions and the performance shall be suspended as per mutual agreement.

For the purposes of this clause, 'Force Majeure' means an event beyond the control of the Party and not foreseeable by the Party and shall include events of floods, explosions, riots, wars, hurricane, epidemics, any other Act of God, quarantine restrictions, terrorism, government actions and provided always that such acts result in the impossibility of the further performance of the contract.

3.24 INDEMNITY:

The Contractor shall indemnify and keep harmless GMDC from and against all actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever which may be brought against or suffered by GMDC which it may sustain, pay or incur as a result of or in connection with the performance/ purported performance/ non-performance of the contract by the Contractor.

In case, in any litigation pertaining to labour employed through contractor if any direction or order is issued by court at any point of time the contractor shall comply with and implement such direction or order whether passed at the time of award of contract or during the pendency of contract. Further, the Contractor shall indemnify the GMDC against all consequences arising and affecting GMDC owing to the compliance of the orders by the Contractor.

3.25 GOVERNING LAW AND JURISDICTION:

This tender document and contract shall be governed by the laws of India and the Courts at Ahmedabad shall have jurisdiction regarding the same.

Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Condition of Contract, then unless a different intention appears, the provision of the Special Conditions of Contract shall prevail to the extent of such repugnancy of variance

Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Condition of Contract, then unless a different intention appears, the provision of the Special Conditions of Contract shall prevail to the extent of such repugnancy of variance.

SECTION- IV

SPECIAL CONDITIONS OF THE CONTRACT

4.1 DETAIL SCOPE OF WORK:

4.1.1 Description of Work

Rate Contract for Supply and covering of lignite stockpiles by tarpaulin, it's maintenance and withdrawal for the period of monsoon seasons **from 1st June 2025 to 31st Oct 2025** at (i) Tadkeshwar Lignite Project and (ii) Surkha (North) Lignite Project, Bhavnagar of GMDC.

Successful bidder has to supply, cover, maintain and withdrawal of Lignite stockpiles by Tarpaulin on Sq. Meter basis near weigh bridge area or any other place which decided by GMDC at Tadkeshwar lignite Project and Stockyard T4 and Weighbridge Stockyard area or any other place as decided by GMDC at Surkha (North) Lignite Project, Bhavnagar

As and when require the opening of side of tarpaulins from the lignite heap, on need base as per loading of lignite in consumer truck from said heap, further re-cover-up the open part of the lignite heap by Tarpaulin as and when required and as directed by GMDC.

It also include the maintenance of Lignite stockpile covering, safety and security of tarpaulins & other material used for covering.

Scope of work include the following:

- a) Supply of new Tarpaulin with GSM 200 mm (+/- 2% tolerance) i.e. not less than 195 GSM to cover the lignite heaps. Total of tarpaulin covering area is about **40,000 Sq Meter** for Tadkeshwar Lignite Project and **50,000 Sq. Meter** for Surkha (North) Lignite Project, Bhavnagar for one monsoon season but quantity of area will depend solely on the requirement, it may increase or decrease as per project requirement.
 - b) The places of Tarpaulin Covering (i.e. covering, maintaining, open & re- cover-up when required and withdrawal works for Lignite heaps) near weigh bridge area or any other place decided by both the projects.
 - c) Adequate quantity of required material (i.e. Tarpaulin, Nylon rope, Empty Bags etc) for covering of heaps, will be procured & supply under the scope of successful bidder.
 - d) The supply of the empty bags with the rope for stitching or tying knots to the bags will be in the scope of the successful bidder.
 - e) The transportation facility for the materials (i.e Tarpaulin, 10mm size rope, empty bags etc) handling/shifting at work site and one stockyard/site to another stockyards/site, will be under the scope of successful bidder.
 - f) After covering of Tarpaulin over the Heap. The rope shall be tied over the Tarpaulins with the help of iron hook grouted on the ground around the lignite heap and also lignite filled bags placed on Tarpaulins on about two-meter interval (grid pattern).
 - g) In rope network, care to be taken while the lignite filled bags placed on tarpaulin should be tied with each rope at adequate interval to prevent from shifting of tarpaulin on heap.
2. Further, in addition to above lignite filled bags shall also be placed on Tarpaulins at maximum one-meter interval around the toe of Lignite heaps.
 3. Quality, quantity and specification of Tarpaulin, Nylon rope, empty bags and other required materials: shall be procured and supply by the successful bidder as per mentioned in Clause 4.1.2 of tender document.

4. The method of work execution shall be carried out by the successful bidder as per mentioned in Clause 4.1.2 of the Tender document.
5. The adequate nos. of trained manpower for work execution shall be provided by successful bidder.
6. Supervision and Security of entire materials used for covering of lignite heaps at stock yard/other places during entire contract period shall be under the scope of successful bidder.
7. The bid submitted by the bidder not covering the total scope of work and services as detailed out in the tender document shall be liable for rejection.
8. Quantum of job mentioned against all items in the price bid are indicative only & may vary as per site requirement & not to be construed as maximum or guaranteed quantity. The quantities shown in the price bid are approximate quantities for the contract period and may vary as per job requirements.

All the miscellaneous activities pertaining to specific work to be executed of satisfactory performance is in the scope of contractor in his quoted rates.

4.1.2 Procurement and supply of Materials:

All material required for covering shall be procured and supply by the successful bidder.

4.1.2.1 TARPAULIN:

The 200 GSM tarpaulin required for covering of Lignite stockyard shall be procured and transported to the site by the successful bidder.

1. In view of ease in execution of the work, the contractor has to finalize the size of the tarpaulin before procurement, only after consultation with GMDC official. In general the size of tarpaulin is 30 m x 10 m to be considered for covering.

2. Tarpaulin Quantity

(a) Tarpaulin quantity for monsoon season - tarpaulin will be required for covering of 40,000 Sq Meter area for Tadkeshwar Lignite Project and 50,000 Sq. Meter area for Surkha (North) Lignite Project Bhavnagar during monsoon seasons period from 1st June 2025 to 31st Oct 2025. During covering of Lignite heaps, the overlapping of Tarpaulins shall be done in such a way that there is no inrush of rain water through corners, sides and joints of Tarpaulins. Further, there should also be taken care that no misuses of Tarpaulins due to overlapping.

(b) The actual quantity of tarpaulin may vary depending upon the sizes of the tarpaulin pieces used considering the overlapping (minimum 1.0 meters) of tarpaulin required to prevent in rush of rain water.

3. Tarpaulin quality: - as per Indian standard

- (i) The tarpaulin made from high density Polyethylene (HDPE) woven fabric laminated on both side for use as protecting covering.
- (ii) 200 GSM
- (iii) Made from Pure virgin polyethylene, Zero percent filler
- (iv) High tensile strength and puncture resistance
- ((vi) Suitable to cover irregular shape (outstanding flexibility)
- (vii) Tough and durable monsoon season
- (viii) Heat sealed hemming with strong joint; no stitches
- (ix) Fire retardant, 100% waterproof, leek proof weather proof and rot proof
- (x) 100% recyclable, environment friendly

(xi) Strong aluminum passivity eyelets

(xii) The tarpaulin shall be new and earlier old used tarpaulin should not be used at site again and should be available for first use only.

1. GMDC reserved the right to evaluate the quality of tarpaulin by committee of GMDC's officials / Govt recognized third party. The decision of GMDC in this regard will be final and binding upon the successful bidder.
2. After completion of the total assigned contract works, the used tarpaulin will be the property of the successful bidder. Used tarpaulin to be shifted out from the lease area successful bidder.

4.1.2.2 NYLON ROPE:

The 10.00 mm dia. nylon rope required for covering of Lignite stockyard shall be procured and transported to the site by the successful bidder.

1. 10.00 mm dia. nylon rope for tying over the tarpaulins (Rope network) to support tarpaulin. The quality of rope used for tying over the tarpaulins (for Rope network) shall be strong enough to sustain at least one monsoon season.

2. Nylon Rope quantity

(a) for monsoon season - The rope of 10 mm dia. will be required for tying over the tarpaulin (Rope network of 2X2 Sq Meter grid pattern). The rope network is required to protect the displacement of tarpaulin due to wind and rain storm.

3. In rope network, the position of each rope in each frame (i.e. both horizontal and vertical position) should be at adequate interval to protect lignite from rainwater as well as to protect tarpaulins from windstorm / rainstorm on the top of lignite stockpile/heap.

4.1.2.3. EMPTY BAGS:

1. Empty Bags Quality & Quantity

2. The quality of empty bags shall be strong enough to sustain at least monsoon season.

3. for monsoon season – The filled bags shall be provided and placed on each Tarpaulin, at about 2 meter interval (set-up of 2X2 Sq Meter grid pattern).

4. In advance sufficient number of lignite filled bags shall be readily available near the site, where Tarpaulin covering work is to be carried out

5. The supply of required number of empty bags, filling of lignite material in the bags & Stitching of the filled bags, transportation of filled bags and further arranging the bags on Tarpaulin at about **2 meter** interval and form a network are also under the contractor's Scope only.

6. Timely execution of the work, at least one **portable stitching machine** should be required for stitching cement bag's mouth.

4.1.3 TRANSPORTATION OF MATERIALS:

Successful contractor has to use suitable means of transport vehicle like utility vehicle etc.. The due care shall be taken during transportation of materials to avoid any damage due to miss handling and transportation.

Shifting of materials including loading/unloading & transportation from store/warehouse to stockpile covering site is under the scope of contractor.

After consumption of covered lignite heaps, the entire said material shall be removed judiciously and phase wise transport the said materials back to location specified by GMDC officials.

4.1.4 ADEQUACY OF MANPOWER:

Adequate trained manpower shall be deployed round the clock at different locations at Lignite heap covered stocks area, during consumer trucks loading for covering, uncovering and maintenance for supply of dry lignite from stock yards during entire contract period.

The adequate number of trained manpower should be readily available at anytime during entire contract period of Monsoon for following works.

1. Execution of the stockpile covering work by Tarpaulin.
2. For maintenance of lignite stockpiles like covering of tarpaulin, laying of bag, nylon rope etc.as and when required by the Project authority.
3. Safety, Security of all material, use for heap covering (i.e. tarpaulins, Nylon ropes, empty bags, other items etc) from any theft and damage .
4. To inform the GMDC officials, in case of smoke, fire in lignite heaps or any failure of the system.
5. Necessary action in case of smoke/ fire protection.
6. Recovery of tarpaulin & other material after use.
7. Supervision of entire tarpaulin covering work during contract.

All the employees of the successful bidder has to follow all statutory regulations, employees compensation Act and laws related to appointment of contract labours and other laws, rules & regulations etc. applicable from time to time.

Contractor shall provide accommodation for the persons deployed by him for the work at contractor's own cost outside the lease boundary.

4.1.5 LIGNITE FILLED BAGS:

1. After filling lignite into empty bags and stitching mouth of empty bags, in advance sufficient number of filled bags shall be readily available near the site, where Tarpaulin covering work is to be carried out.
2. During the covering of Tarpaulin over lignite heap, lignite filled bags shall be provided and placed on each Tarpaulin, at about 2 meter interval (in both direction to cover surface area) for supporting and to protect lignite from rainwater to remain dry as well as to protect Tarpaulins from windstorm/rainstorm on the top of lignite stockpile/heap etc.
3. The supply of required number of empty bags, filling of lignite material in the bags & Stitching / tying of the filled bags, transportation of filled bags and further arranging the bags on Tarpaulin at about 2 meter interval and form a network are also under the contractor's Scope only.
4. Transport of filled bags at pre-specified locations or wherever need arises. transport of the bags, during contract period shall be done by contractor's own vehicles like Max pick up or utility or similar vehicles to pre-specified locations or wherever need arises.
5. During and after completion of work, phase-wise transport the said used/waste/damage bags and related debris removed from that location and dumped at specified location under guidance of GMDC officials.

4.1.6 LIGNITE STOCKPILES COVERING WORK:

1. For monsoon season from 1st June 2025 to 31st Oct 2025, the total covering of approx. **40,000 Sq. meter for Lignite Project Tadkeshwar and 50,000 Sq. meter for Surkha (North) Lignite Project, Bhavnagar (it may increase or decrease at time the execution of work)** Stock (heaps) surface areas with the help of Tarpaulins & nylon rope and said work should be completed within **10 days from 1st June 2025** under the guidance of GMDC officials. Moreover, The covering may be carried

out as per the actual lignite stock available at that time and accordingly the payment may be made on sq.m of actual tarpaulin used/covered.

2. The overlapping of tarpaulins shall be done in such a way that there is no inrush of rain water through corners, sides and joints of tarpaulins.

3. In general during covering lignite heap overlapping of tarpaulins from each other should be at least 1.0 m side by side.

4. With the help of rope (i.e. nylon rope) the Tarpaulins should be properly tied each other as per the guideline & direction of GMDC officials and make rope network at 2X2 Square Meter Grid pattern.

5. In rope network, the position of each rope in each frame (i.e. both horizontal and vertical position) should be at adequate (2 Meter) interval to protect lignite form rainwater as well as to protect tarpaulins from windstorm / rainstorm on the top of lignite stockpile/heap.

6. In rope network, take care that the lignite filled bags placed on tarpaulin should be tied with each rope at adequate interval to prevent from shifting of tarpaulin on heap.

7. The rope shall be tied over the Tarpaulins with the help of iron hook grouted on the ground around the lignite heap and also lignite filled bags placed on Tarpaulins on about two meter interval.

8. Further, in addition to above lignite filled bags shall also be placed on Tarpaulins at maximum one meter interval around the toe of lignite heaps.

4.1.7 MAINTENANCE OF LIGNITE STOCKPILE COVERING:

1. The scope of work also includes maintenance of covered lignite stockpile and should be maintained for the monsoon seasons **from 1st June 2025 to 31st Oct 2025 .**

After covering of lignite heaps, separate adequate manpower team should be readily available round the clock during entire period of the contract for properly safeguarding of Tarpaulins cover and rope on lignite heaps and for opening of side of Tarpaulins on need base as per consumption of lignite from said heap and also re-cover-up the open part of the lignite heap by Tarpaulin as and when required.

3. The Lignite being the carbonaceous material, it may be liable to spontaneous heating. The firefighting work in lignite heap will be arranged by GMDC.

4. In case of smoke/fire in lignite heap, the spot shall immediately be informed to GMDC officials by the Supervisor/ manpower deployed by you and to take necessary action to extinguish the smoke/fire on lignite heap as well as surrounding area. If required contractor's team shall remove the tarpaulin from the smoke/fire affected area & assist the firemen, as well as to cover the affected part of the lignite heap again by Tarpaulin after fire fighting operation is over.

5. Security of all material use for heap covering (i.e. tarpaulins, Nylon ropes, empty bags etc) from any theft and damage under the scope of successful bidder.

4.1.8 RECOVERY OF USED MATERIAL:

Recovery of used material from covered Lignite monsoon seasons from 1st June 2025 to 31st Oct 2025.

1. As and when required, the lignite heaps will be consumed from covered heap during entire monsoon contract period and the quantity of lignite will be gradually reducing and simultaneously the covered material shall be systematically & judiciously removed from the heap and properly wrap up.

2. After removing and properly wrap up of material (i.e. tarpaulin & rope) from Lignite heaps shall be transported to place as specified by GMDC officials.

3. After completion of work the recovered materials will be the property of the Successful bidder.

4.1.9 OTHER CONDITIONS:

Other Conditions monsoon seasons from 1st June 2025 to 31st Oct 2025.

1. The quantities of lignite heaps covering are only indicative/estimated figures. As lignite is used for industries and GMDC shall have sole discretion to vary the quantity of lignite heap covering by Tarpaulin based on the requirement of the industries demand and GMDC requirement.
2. Accordingly, the Contractor shall not be entitled to any compensation or indemnity on account of increase or decrease in the assigned quantity of lignite heaps covering by Tarpaulin. Therefore, GMDC reserves the right to increase/decrease assigned quantity of lignite heap covering by Tarpaulin.
3. **The tarpaulin covering work at stockyard, its maintenance and recovery work shall be carried out under the supervision, direction & control of GMDC's officials.**

4.2 SAFETY AND SECURITY:

1. The safety and security of all material used for covering at lignite stockyards or any storage sites, shall be responsibility of the contractor i.e.
 - (a) to protect the material from any theft
 - (b) to protect the material from fire & damage

2. Supervision, Safety and Security of entire materials used for lignite heaps covering at stock yard during entire contract period shall be also included under the scope of successful bidder.

4.3 DEPLOYMENT OF SITE-IN-CHARGE/SUPERVISOR/ENGINEER:

1. The contractor shall, during the work is in progress, employ a qualified experienced site-in-charge/Supervisor/Engineer of the works with adequate experience in handling of jobs of this nature and with the prior approval of the GMDC's officials. When it may be necessary to give directions, orders may be given by the GMDC's officials and shall be received and obeyed by the Contractor's site-in-charge/Supervisor/Engineer who may have charge of the particular part of the work in reference to which orders are given. Any directions, instructions or notices given by the GMDC's officials to him, shall be deemed to have been given to the Contractor.
2. The contractor should keep at least One supervisor to get the work done within time frame and day to day co-ordination and reporting purpose and will also monitoring, coordinating the work should be carried out in all the three shifts as required.
3. None of the Contractor's supervisors or workman should be withdrawn from the work without due notice being given to the GMDC's officials, further no such withdrawals shall be made if in the opinion of the GMDC's officials such withdrawals will jeopardize the required pace of progress / successful completion of the work. The Contractor shall employ in or about execution of the work only such persons as area careful, skilled and experienced in their respective trades, and the GMDC shall be at liberty to object to and require the Contractor to remove any person employed by the Contractor in or about execution of works who in the opinion of the Engineer misconducts himself or is incompetent or negligent in the proper performance of his duties and all such persons shall not again be employed upon the works without the prior permission of the GMDC.
6. The resources required for execution of above jobs will vary from time to time, hence contractor shall mobilize the resources accordingly.

4.4 TIME FOR COMPLETION OF THE WORK COVERED BY CONTRACT:

4.4.1 The period of contract will be Five (5) Months, monsoon season from 1st June 2025 to 31st Oct 2025

Further GMDC reserves the right to increase or decrease the areas under both the works by giving advance intimation. The total quantity of area will depend solely on the requirement of the exigency of work at site for monsoon seasons.

The Bidder/ Contractor has agreed and understood that the requirement of work quantity of tarpaulin covering, maintenance and withdrawal. The procurement of tarpaulin and Rope may vary from time to time, to which the Bidders/Contractor shall not have any objection. Accordingly, the Contractor shall not be entitled to any compensation or indemnity on account of increase or decrease in the work quantity of work for the work.

4.4.2 The zero date reckoned for the contract shall be the date of issuance of LOI or work order to the successful Bidder.

4.4.3 Failure or delay by GMDC to hand over the Site to the contractor necessary for the executions of the works, or to provide the necessary instructions or any other delay by GMDC due to any other cause, whatsoever shall in no way affect or vitiate the contract or alter the character thereof or entitle the contractor to claim damages or compensation thereof, provided, however, that GMDC may at its sole discretion extend the time for completion of the work by such period as it may consider necessary or proper.

4.4.4 If the quantity awarded remains unexecuted for any reason whatsoever, at the end of Contract period, GMDC may at its sole discretion grant such extension of time as it may deem fit for the execution of balance unexecuted working hours or any part thereof on the same rates, terms and conditions of the Contract.

4.4.5 If the contractor completes the awarded work quantity before completion of the awarded contract period, GMDC may its sole discretion award such additional working hours as it may deem fit, at the same rates and same terms and conditions of the contract.

4.5 QUANTUM OF WORK:

The tentative Tarpaulin covering of Sq. Meter surface area at of lignite heap by tarpaulins and maintain for monsoon consumption of Project, details are as follows:

Table-2			
Sr. No.	Season	Contract period	Tentative Total tarpaulin covering quantity (in Sq. Meter surface area)
1	Monsoon 2025	1st June 2025 to 31th Oct 2025 for Tadkeshwar Lignite Project	40,000
2	Monsoon 2025	1st June 2025 to 31th Oct 2025 for Surkha (North) Lignite Project Bhavnagar	50,000
Total			90,000

The quantity is tentative and may increase or decrease as per Project requirement and the payment shall be made on the actual tarpaulin covered at that time.

4.6 RIGHT TO REVIEW 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 in its absolute rights and discretion may take appropriate action including termination of the contract.

4.7 SCOPE OF CONTRACTOR:

1. All tools & tackles, vehicles, required vehicles to execute the contract will be in the scope of the contractor. The contractor should ensure for healthiness/working conditions of tools, tackles & vehicles.
2. All consumable items like cloth, cotton waste, kerosene, gas, diesel, lubricants, etc will be in the scope of the contractor.
3. All safety/PPEs required during work at site are to be arranged by the contractor.
4. The Contractor shall have to provide necessary facilities including accommodation for their labor at their own cost.
5. Contractor has to depute their full time experienced overall site-in-charge & independent Location/Package wise supervisors for work execution as per specification and for day to day work planning & coordination with respective department's Official, to obtain day to day Location wise work permits, to get daily location wise work supervision, to record Location wise joint work done reports/measurements/trip certification, to prepare Location wise separate bills, to prepare & apply Location wise manpower gate pass, to maintain Location wise statutory & legal compliance records, etc.

4.8 PRICE & RATES:

The rates quoted by the Bidder in the online Price Bid shall be inclusive of cost of all labor, supervision, cost of safety supervisor, shifting, transportation, loading, unloading, equipment, all tools & tackles, safety equipment's & PPEs, Stamp Duties, Central or State Government or Local body or Municipal Taxes or Duties, Turn over Tax, Work Contract Tax, and / or any other duty / tax, levied by the Central, State Government or other Public bodies etc. and such other costs that are not specifically mentioned herein but will be incurred by the contractor for the satisfactory and timely completion of the work. The quoted rates shall be deemed to include for everything mentioned in the specification, all leads & lifts, contractor's overheads & profits for due performance of the work under this contract and such other costs that are not specifically mentioned herein but will be incurred by the contractor for the satisfactory and timely completion of the work. The rates shall also include cost for mobilization / demobilization of manpower, equipment's, materials, etc.

The rates shall be firm for entire contract period and also during extension, if required and shall not be subject to any escalation in prices, idle charges for labor, machinery, overhead expenses etc. No price escalation / idle charges shall be due to any reason whatsoever.

The prices / item rates quoted by Bidder shall remain firm till completion of the contract period and any agreed extensions thereafter and shall not be subject to any other escalation, idle charges for labor, machinery, overhead expenses etc. No price escalation / idle charges shall be payable due to delay in work by contractor or due to non-availability of work front by GMDC or any reason whatsoever.

The price/rate quoted by Contractor shall be considering mobilization of all required manpower, tools & tackles, materials, equipment etc for timely and satisfactory completion of all scope of work.

The value and/or quantum of work may be increased or decreased depending upon day to day requirement. However, item rates remains unchanged and the payment shall be made as per the actual quantity executed as informed & certified by GMDC representatives.

4.9 CONTRACT PERIOD:

Contract period will be Five months (i.e. monsoon season year 2025-26) from the date of commencement. (mobilization period will be 10 days from the date of issue of LoI or Work Order whichever earlier).

The period of monsoon season **from 1st June 2025 to 31stOct 2025**

4.10 TERMS OF PAYMENT:

Conditions of Payment:

The contractor shall raise the running invoices in duplicate in respect of the work performed or completed during the period along with the documents as hereinafter provided. On receipt of the invoice complete in all respects and with all the said documents, the payment in respect of the same shall be made within 21 days of such receipt of a complete invoice as per the following terms of payment:

4.10.1 80% of the RA bill amount after necessary deduction shall be released against the work executed duly certified by Project and remaining 20% will be released from GMDC, HO, Ahmedabad. Income Tax (IT), other taxes/statutory payments, charges and any other recoveries will be deducted at source from RA bills as per the rules in force and GST may be reimburse after submission of documentary evidence by the successful bidder on actual.

4.10.2 No advance payment or mobilization advance will be made for this work. For the purpose of net amount payable, all statutory dues recoverable from the Successful Bidder and the value of material/ services chargeable to the Successful Bidder shall be taken into consideration before making the payment. No Escalation in prices / rates shall be considered on any other ground during the entire currency of the contract.

4.10.3 Security deposit at 10% of **Annual Contract Price excluding taxes and duties** value shall be submitted as per clause no.: 3.1 of Section-III. Security deposit will be returned to the Contractor without any interest after retention period of three months from actual contract completion date as certified by Official.

4.10.4 The Contractor shall submit his Final Bill within a period of three months of the expiration or earlier termination of the contract or any extensions that may be granted by GMDC to the Contractor. GMDC shall not entertain any bill for any work item after expiration of period of three months.

4.10.5 The Contractor shall include all his claims in the Final Bill submitted by him and accordingly the final bill submitted by the Contractor shall be deemed to be inclusive of all and whatsoever the claims that the Contractor may have from GMDC. The Contractor shall not be entitled to claim any amounts which are not mentioned in the Final Bill and the Contractor shall be deemed to have waived any claims not mentioned in the Final Bill and shall not be entitled to recover the same from GMDC subsequent to the submission of the Final Bill on any account and GMDC shall stand absolved of all its liabilities in respect of any such claims not raised by the Contractor in his Final Bill.

4.11 SUBMISSION OF STATUTORY COMPLIANCES WITH EACH BILL:

Contractor shall submit each RA bill of work carried out along with following documents:

- 1) Measurement sheet along with joint record of work done in the form of joint inspection report duly signed by authorized representative of contractor and GMDC officials.
- 2) Copy Attendance register and wage payment sheet of the previous month to employees actually employed by the contractor.
- 3) Documentary evidence of the P.F. amount deducted if applicable from the monthly salary of the employees of the contractor actually employed for execution of the contract and submission of this amount along with contractor's contribution to the P.F. Commissioner, for the previous month.
- 4) Bank payment statement for wage certificate
- 5) Documentary evidence of the GST deposited of the previous month.
- 6) Notarized Indemnity Bond as per Performa, in case of Final bill.

7) No claim - No arbitration certificate as per Performa, after releasing final bill payment.

Bill submitted without any of the above documents shall not be processed for payment.

The running bill shall be signed by the Contractor's authorized representative, Production in charge and GMDC. The bill so prepared and certified will be submitted for payment to the office of the General Manager (Project). Date of such submission of bill will be after completion of the month / period, or the actual date of submission, whichever is later, will be taken into account for considering due date of payment.

The payment of the certified amount of the Running bills shall be made within 21 days of receipt of the invoice/ Bill submission.

4.12 PROCEDURE FOR MEASUREMENT/ BILLING OF WORK IN-PROGRESS:

The measurement shall be carried out with help of scanner/DGPS by Survey department and in presence of successful bidder out of the lignite stock curved surface area after covering of tarpaulin. There will be no any consideration of overlapping tarpaulin surfaces to prevent inrush of rain water. Payment will be made on actual work done as per certified after joint inspection and certified by GMDC officials.

Contractor shall maintain and submit location wise daily tarpaulins cover on lignite heaps and manpower deployed details as certified by concern mining official on daily basis.

Wherever any dispute regarding mode of measurement arise, the decision of the GMDC officials shall be final and binding to the contractor.

4.13 FAILURE DURING EMERGENCY:

During any emergencies, Contractor shall have to carry out the work by deploying additional force as per directives, failing which GMDC reserve the right to carry out same work by engaging other party.

The expenditure occurred due to such situations, the contractor will be held responsible and the same will be recovered from the Contractor's RA bill any other pending bills along with 10% overhead charges. The respective failure of such work for more than two incidents, GMDC reserve right to terminate the entire contract by forfeiting all pending dues, Security deposit & other retention money, if any, after giving notice to contractor & this will be binding to contractor.

4.14 TO REMEDY DEFECTIVE WORK:

If the work or any portion thereof shall be damaged in any way excepting by the acts of the GMDC, or if defects not readily detected by proper inspection shall develop before the final completion and acceptance of the whole work, the contractor shall forthwith make good, without compensation, such damage or defects in a manner satisfactory to the GMDC. In no case shall defective or imperfect work be retained even if contractor followed all technical specifications. GMDC will not compromise for quality of materials, works & workmanship.

The contractor shall remain liable under the provisions of this clause notwithstanding the passing by the GMDC of any certificate, final or otherwise or the passing of any accounts.

4.15 WITHHOLDING PAYMENTS TO CONTRACTOR & COMPANY'S LIEN ON MONEYS DUE TO THE CONTRACTOR.

4.15.1 Progressive payments at any time may be withheld or reduced if, in the opinion of GMDC, the contractor is not diligently and efficiently endeavoring to comply with the terms of the contract or if

the contractor fails to pay his labour, for material and other bills as they become due. GMDC shall in no way be liable for any loss or damage etc due withholding of such payments.

4.15.2 GMDC shall have lien on all amounts that may become due and payable to the contractor under this or any other contract or transaction of any nature whatsoever between GMDC and the contractor and the security deposit, bank guarantee etc. furnished by him/it under the contract for or in respect of any debit or sum that may become due and payable to GMDC by the contractor either alone or jointly with any other or others either under this or any other contract or transaction of any nature whatsoever between GMDC and the contractor, unless the contractor pays and clears the claim in full immediately on demand in cash to GMDC.

4.16 APPLICATION FOR COMPLETION CERTIFICATE

When the contractor fulfills all its obligations under the contract to the satisfaction of GMDC and subject to terms and conditions of the contract, it shall be eligible to apply for completion certificate. The GMDC shall formally issue completion certificate within thirty (30) days on receiving application from the contractor, after verifying from the completion documents including measurement record etc. and satisfying himself that the work has been completed in accordance with all the provisions of this contract and as set out in the drawings / map/ specifications etc. instructions issued to the contractor by GMDC from time to time. The contractor, after obtaining the completion certificate, is eligible to present the final bill for the works executed by him/it under the contract. The final bill shall be submitted by the contractor within 01 (one) month from the date of physical completion of the work, otherwise, the GMDC's certificate of the measurement and of total amount payable for the work accordingly shall be final and binding on the contractor.

4.17 FINAL PAYMENT AND RELEASE:

Immediately on completion of the work, the Contractor shall submit his final bill indicating the gross and net amount payable. On receipt of this, GMDC shall verify the same, determining the total value of the work done of the contract and after adjusting all the sums already paid to him/it and/due to GMDC on any account and such further sums as GMDC is already authorized or required to reserve or retain as per the terms of the contract or otherwise, make over to the contract as his/its final payment.

4.17.1 All prior certificates, quantities, claims etc. upon which running account payments may have been made, shall be subject to adjustment in the subsequent/ final bill, Final Certificate/ payment.

4.17.2 GMDC shall not be liable to pay any money to the Contractor, except as specifically provided for in the contract. Acceptance by the Contractor of the final payment as aforesaid shall operate as estoppels and shall be, a release to GMDC from all claims and liability to the Contractor in respect of anything done or furnished by the contractor for or in relation to the work, or in respect of any act GMDC or any other person relating to or effecting the work.

4.17.3 Before final payment including the security deposit, the contractor has to be submitted No claim, No due Certificate, indemnity bond.

SECTION-V

SCHEDULE OF RATE

Rate Contract for Supply and covering of lignite stockpiles by tarpaulin, it's maintenance and withdrawal for the period of monsoon seasons from 1st June 2025 to 31st Oct 2025 at (i) Tadkeshwar Lignite Project and (ii) Surkha (North) Lignite Project Bhavnagar.

The Bidders have to carry out seasons works together as mentioned below and will quote firm rate in terms of **Rupees**.

Particular				
Sr. No:	Item	Quantity (in Sq Meters)	Unit -Estimated Value in Rs/Sq. Meter	Total Amount - (in Rs.)
1	Rate Contract for Supply and covering of lignite stockpiles by tarpaulin, it's maintenance and withdrawal for the period of monsoon seasons from 1 st June 2025 to 31 st Oct 2025 at (i) Tadkeshwar Lignite Project and (ii) Surkha (North) Lignite Project Bhavnagar.	90,000		
Total of Work of monsoon seasons (excluding GST)				
GST @ 18%				
Total of Work of monsoon seasons (including GST)				

Note: Tarpaulin supply, covering, maintenance and withdrawal at Lignite Stockyard. Total area admeasuring about 90,000 Sq Meter (it May increase or decrease on actual at that item) for monsoon season from 1st June 2025 to 31st Oct 2025. The supply of tarpaulin, nylon rope for tying over the tarpaulins (Rope network) to support tarpaulin, supply and filling of the bags with lignite& the rope for stitching or tying knots to the bags will be the scope of successful bidder. No additional amount will be paid for the same. **The rates shall include all labour cost, equipments, supervision, consumables, tools, tackles, all taxes & duties (excluding GST).**

Escalation: No Escalation Will Be Applicable Throughout the Contract Period.

SECTION – VI

LIST OF FORMS

FORM – A

(To be submitted on Company's Letter Head)

UNDERTAKING FOR UNCONDITIONAL BID

&

OBSERVENCE OF CONTRACT CONDITIONS

It is to certify that I/We have gone through the terms & conditions of the bid thoroughly and having examined the Condition of Contract, Specification and Schedule of rates for the execution of the works, I/we offer to supply equipment, execute, complete and maintain the whole of the said works in conformity with the said Conditions of Contract, Specifications and Schedule of Rates. Also, having understood & learnt the implications, I/We are making our unconditional price bid offer for the entire works. I/We further confirm that no deviation in any condition is considered or taken into account by us while making our assessment.

I/We undertake, not to assign or sublet the contract or any part thereof or any benefit or interest therein or there under, without the prior written consent of GMDC. I/We shall take full responsibility in strict supervision on supply, covering, maintenance and withdrawal of lignite stockpiles by tarpaulin with the help of experienced and qualified Mining Supervisors and shall take full responsibility for total stability and safety of all Site operations as per the applicable mining laws and rules. I/We assure that all equipment shall be fitted with necessary safety equipment / appliances to take care of the safety and operational comfort of the machines.

I/We also undertake responsibility for full compliance of other applicable Labour & Environment Laws and such other statutes which are / will be applicable while carrying out the Contract work.

To effect our above undertaking, we submit herewith a signed copy of bid document (on each page) as token of our acceptance of all terms and conditions of the bid).

Name of Firm :

Signature of Bidder :

Seal of Company :

Date :

SECTION – VI

FORM – B

(To be submitted on Company's Letter Head)

DECLARATION ABOUT THE SITE VISIT

I / We do hereby confirm and declare that I/We have independently inspected the various locations of stockyards, covering area for Lignite Stockyards points and supply routes and have ascertained & obtained all relevant & necessary information, data, particulars, prevailing wage structure, conditions of services & availability of workforce, facilities available, existing industrial environment and other working conditions etc.

I/We have also studied and understood the works related to supply, covering, maintenance and withdrawal of Lignite Stockpiles by Tarpaulin particularly with respect to location and situation of the stockyards and all information about the existing and possible and supply routes for Covering, Maintenance and Withdrawal of Lignite Stockpiles by Tarpaulin.

I/We have also assessed the risk associated with the work whether apparent or inherent to the nature of work involved and satisfied our self as to the nature, condition, quantum, extent, scope and magnitude of the work involved in the contract, working conditions of the area, availability of power supply, water supply, men and machinery requirement etc.

I/We do 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 me/us.

Name of Firm :

Signature of Bidder :

Seal of Company :

Name of Bidder :

Designation :

Date :

SECTION – VI

FORM – C

(To be submitted on Company's Letter Head)

Declaration for Contractual Disputes/ Litigations

I _____ on behalf ofName of Party/Company.....hereby confirm that I/We have not been engaged in any Industrial Dispute(S) or have invoked legal recourse e.g. Arbitration and/or litigation against any Govt, of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations for the last Five (05) years. There are no ongoing/pending legal matter(s) with any of the Govt. of Gujarat Undertakings / GoG supported Companies, including GMDC.

I/We also confirm that M/s Have not been Blacklisted/ deregistered / listed under stop Deal by any Govt, of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations , including GMDC for the last Five (05) years.

The above is true, as on date, to the best of my knowledge. Any breach/ false statement in this regard shall amount to disqualification of the Bid being submitted herein.

Signed and Stamped by the
Authorized Signatory of the Bidder

SECTION – VI

FORM – D

(To be submitted on Company's Letter Head)

DEVIATION FROM TENDER TERMS & CONDITIONS

It is hereby confirmed that except for the deviation tabulated hereunder the complete offer is in agreement with the tender terms & conditions. Deviations mentioned at any other place of the bid / covering letter of the bid shall not be binding & deviations mentioned below in this sheet only shall be binding.

Page No.	Clause No	As per tender specifications	Deviation taken	Reason for deviation

Authorized Representative's
Signature, Company's / Organization's Seal & Date

SECTION – VI

FORM – E

(To be submitted on Company's Letter Head)

Declaration Cum Undertaking for Safety Laws and Regulations Compliance

I _____ on behalf ofName of Party/Company.....hereby confirm, agree and undertake that all the Statutory and Safety Laws and Regulations of the applicable Authority/ies shall be strictly followed for all types of works at the site during the period of the Contract, if awarded to me.

Further, IName of Party/Company..... also hereby confirm, declare and undertake that there has not been any major Safety Violation and any single Fatal Accident during the execution of the contract/contracts awarded to me during the period of preceding Three years.

Signed and Stamped by the Authorized Signatory
Of the Bidder

SECTION – VI

FORM - F

Turn over statement

[To be provided by Bidder]

{On Statutory Auditor's/ Registered Chartered Accountant's letterhead}

I hereby declare that I have scrutinized and audited the financial statement of M/s_____.
Following is the audited turnover from consulting assignments (excluding revenue from audited and
taxation practice), for the last three years.

Years	Turnover (Rs. Lakh)
2021-22	
2022-23	
2023-24	

(Signed and Sealed by the statutory auditor/Registered Chartered Accountant)

SECTION - VII

LIST OF ANNEXURES

1. ANNEXURE-A

CHECKLIST FOR PASSING THE BILLS

- For the month of :
- 1) Work Order / P.O. No. & Contract value :
 - 2) Nature of work :
 - 3) Duration of Work Order : From to
 - 4) Maxi. No. of manpower per day deployed in the month. : M F Total
 - 5) Details of Labor License : Valid up to for Persons.
 - 6) Details of E.C Policy : Valid up to for Persons.
 - 7) Documents attached for verification for the previous month. : Wage & Attendance Sheets. Yes/No
P.F Challan Yes/No
 - 8) Documents attached for verification (in case of Final Bill) : Bonus Payment Register Yes/No
Leave wage register Yes/No
 - 9) Security Deposit / Retention Money lying with Co. : Yes / No if yes, Rs.

Date :

Signature of Contractor
with official stamp

2. ANNEXURE-B.

**PROFORMA FOR CONTRACT SECURITY-CUM-PERFORMANCE
GUARANTEE BY SELLER / CONTRACTOR.**

(To be executed on non-judicial stamped paper of approximate value)

B. G. No. _____ Date: _____

The GMDC's banking details required for getting SMFS BG are provided below

1. Beneficiary Name*: Gujarat Mineral Development Corporation Ltd.
2. Bank Name: ICICI Bank
3. Branch: JMC House Branch
4. Account Number: 002405019379
5. IFSC Code: ICIC0000024
6. MICR Code: 380229002

7037 SFMS message - GMDC530265584 Message Type to be selected 760 for Issuance

1. WHEREAS Gujarat Mineral Development Corporation Limited having its head office at Ahmedabad, Gujarat State, India (hereinafter referred to as "The Company/Owner" which expressions shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has entered into a contract with M/s. / has placed a purchase order on M/s.....(hereinafter referred to as "Contractor (s)/ Seller(s)" which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) foron the terms and conditions as set out inter alia, in the Company's contract No./ P.O. No..... dateand various documents forming part thereof hereinafter referred to as the "said contract" which expression include all amendments, modifications and/ or variations thereto and where as the Contractor(s)/ Seller(s) has agreed for due execution of the entire contract and guarantees its performance including any parts executed through any other agencies / subcontractors

AND WHEREAS one of the conditions of the "said contract" is that "contractor(s)/seller(s) shall furnish to the owner a Bank Guarantee from a bank for% (.....percent) of the total value of the "said contract" against due and faithful performance of the "said contract" including performance guarantee obligations of the contractor(s)/seller(s) for execution/ supplies made under the "said contract."

2. WeBank having its branch office atdo hereby agree and undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Company stating that in the opinion of the Company, which is final & binding, the amount claimed is due by reason of default made by the Contractor(s)/ Seller(s) in performing any of the terms & conditions of the said Contract including defect liability obligations, in fulfilling the performance guarantee obligation or loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said Contractor (s)/ Seller(s) of any of the terms & conditions of the contract. Any such demand made on the Bank by the owner 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 Rs.
..... (Rupees..... only).

3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/ Seller(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the owner proceeding against the Contractor(s)/ Seller(s).
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said Contractor(s)/ Seller(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.
5. This guarantee will remain valid up _____ days or _____ whichever is earlier. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that if this guarantee is extended for a period as mutually agreed between bidder & owner/purchaser, the guarantee shall be valid for a period so extended provided that a written request for such extension is received before the expiry of validity of guarantee.
6. WeBank further agree with the Company that the company shall 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 Contract(s)/ Order(s) or to extend the time of performance by the said Contractor(s) Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s)/ Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contract(s)/ Order(s) and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) / Seller(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor(s)/ Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.
7. Notwithstanding anything contained herein before, our liability shall not exceed Rs.....(Rupees.....only) and shall remain in force till.....Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry we shall be discharged from all the liabilities under this guarantee.

Date..... Bank

Corporate Seal of the Bank

By its constitutional
Attorney Signature of
duly Authorized person

On behalf of the Bank
With Seal & Signature cod

3. ANNEXURE-C

PERFORMA CERTIFICATE
(No claim, No arbitration)

To,
General Manager (Project)
GMDC

Dear Sir,

Subject: _____

Ref: Work Order No.: _____ Dated _____

We hereby confirm with free consent as under:-

1. The measurements certified in final bill is full and final. We accept all the certified measurements, and no claim related to the measurement is left.
2. The payment certified in that or above referred LoI / contract is full and final. We accept this, and no claim related to payment is left.
3. The rates of the LoI / contract and its amendments are firm till completion of contract and extension period. We shall not claim any escalation against these rates.
4. Along with the contract referred, the ARBITRATION CLAUSE also perishes i.e. we will not resort to arbitration.
5. No extra items are left to be settled.
6. We do not have any claims against any item related to the LoI than those items certified in the bills.
7. We are accepting the recoveries or hold amount from our bills, if any, made by GMDC against non compliance or as decided by GMDC within terms & conditions of contract.
8. We have paid royalties, taxes for all the materials procured by us, for carrying out the works for above LoI and we indemnify GMDC from any liability arising thereof.
9. In case of any disputes arising in future related to payment of royalties, all liabilities of settlement of dispute and its payment if any, will be borne by us.
10. We have paid wages to all the workmen who were deployed by us for carrying out above referred work as per prevailing Minimum wages act. We have also fulfilled all requirements of the P.F. Act. We have maintained all records necessary as per the statutory requirements. We hereby indemnify GMDC from any disputes arising in future related to payment of labours, Provident Fund, etc.. and confirm that all liabilities of settlements of disputes and their payment is our responsibility.

The above confirmation will come into effect as soon as payment from final bill after due recoveries will be received by us.

For, M/S. _____

Signature, Stamp and date.

4. ANNEXURE-D

List of qualifying staff to be submitted with physical documents

Sr. No.	Name of Supervisor	Qualification	Experience

Contractor / Authorized Representative's
Signature, Company's / Organization's Seal & Date

Note: Form-A of Bid without price shall be submitted with Part-I

5. ANNEXURE-E

List of Tools & Tackles to be submitted with physical documents

Sr. No.	Description	Nos.	Status

Contractor / Authorized Representative's
Signature, Company's / Organization's Seal & Date

Note: Form-B of Bid without price shall be submitted with Part-I

6. ANNEXURE-F

DAILY REPORT

To be submitted on each day in the morning at 08:45 hours to the concern Official.

For the Month of -----

Date: / /

Name of contractor :-

Nature of Work :-

Contract period From :- To

Table –(i)

Date	Quantity of Material issued	Particular in size and number	Remarks
	Tarpaulins in Number		
	Rope in Meter		

Table –(ii)

Date	Quantity of Material used	Name of Location				Remarks
		Lignite heap at stock yards 1	Lignite heap stock yards 2	Lignite heap at stock yards 3		
	Tarpaulins in Number					
	Rope in Meter					

Contractor / Authorized Representative's
Signature, Company's / Organization's Seal & Date

DAILY REPORT

Sr. No.	Name of Location	Tarpaulins in Number			Rope used in Meter			Filled bags used in Number
		used	Submitted	balance	used	Submitted	balance	
1	Lignite heap at stock yards 1							
2	Lignite heap at stock yards 2							
3	Lignite heap at stock yards 3							

Signature of contractor