

## CORRIGENDUM No.-I

Ref: Tender No: LP/01/15-16

### WORK:

- **Turnkey Mining Contract involving Overburden/ Inter burden removal, Excavation and/or Loading of Lignite from mines face and ancillary activities at Lignite Mine Rajpardi, District- Bharuch, Gujarat.**
- **Combined Work of Transportation & Unloading of lignite from mines face to Stack yard on the ground surface level and Re- Loading of Lignite from stack yard on the ground surface level at Lignite Mine Rajpardi, District- Bharuch, Gujarat.**

With reference to the Turnkey mining tender of Rajpardi Lignite Project, a Pre-Bid meeting was organized at about 4.00Pm on 1<sup>st</sup> September, 2015 at Board Room, GMDC, Corporate Office, Ahmedabad.

The following members from prospective bidders were present:

1. Shri Sk. Fayaz, BGR Mining.
2. Shri Arulsevang, CREW(P) Ltd.
3. Shri S.K.Verma, ASDC Pvt. Ltd.
4. Shri P.M.Dholu, P.C. Patel & Co.
5. Shri Ashwin Dholu, MIPL(Mahalaxmi)
6. Shri Shantilal Dholu, Durga Const. Co.
7. Shri H.D.Patel, H.D.Enterprise.
8. Shri Pravin Pitroda, J.P.Fabricators
9. Shri Vishwanath, Ketan Const. Ltd.

Considering bidders representations and inputs received from the project, a Corrigendum/Amendment is placed. This is part of the Tender document which stands amended suitably.

### **AMENDMENT TO THE TENDER DOCUMENT ARE AS BELOW:**

#### **AMENDMENT**

1. LT power supply on chargeable basis for pumping (Clause No. 7.3 (C) of Ch-I and Clause No. 1.21 (J) of Part- II of Ch-V):

#### **Existing Provision:**

The available LT power supply may be provided to contractor on the **chargeable basis** at the nearest point by GMDC to operate pumps to dewater the pit of seepage or monsoon water. However, Contractor may choose to carry out the pumping operation by deploying their own diesel pumps of adequate capacity

#### **AMENDED Provision:**

GMDC will provide LT power supply to the contractor free of cost to operate pumps to de-water the pit filled with seepage or monsoon water. However, Contractor at his

cost may choose to carry out the pumping operation by deploying their own diesel pumps of adequate capacity in addition to pump provided by GMDC.

Contractor will be responsible for maintenance and safe usage of all LT electrical installations lying within the tender boundary and comply with all statutory obligations under various Acts such as Indian Electricity Act, Mines Act etc.

## 2. Running Account Bills (Clause No.3.3 B of Ch-VI)

### **Existing Provision:**

#### **Diesel Component:**

The cost of the diesel will be paid on monthly basis by calculating the quantity of diesel considering Diesel Component agreed and actual lignite dispatched. **Price of the Diesel in Rupees per Litre which shall be taken as landing cost of the diesel at the Project procured by the GMDC for their own use or landing cost at the project as provided by the supplier.**

#### **Example:**

##### **RA Bill No.1:**

Quoted Diesel Component for Lignite Dispatched per MT = 1.00 Litre per MT

Monthly Actual Lignite Dispatch = 1.10 Lac MT

Prevailing Price of the Diesel at the Project = Rs.60 per Litre

Payment = Actual Lignite Dispatch x Diesel Component x Price of Diesel

= 1.10 x 1.00 x 60 = Rs.66.00 Lac

#### **AMENDED AS:**

The cost of the diesel will be paid on monthly basis by calculating the quantity of diesel as per agreed Diesel Component and actual lignite dispatched. This will be linked to the cumulative stripping ratio achieved for particular year as per example given under. **Price of the Diesel in Rupees per Litre which shall be taken as landing cost of the diesel at the Project procured by the GMDC for their own use or landing cost at the project as provided by the supplier.**

#### **Example:**

##### **RA Bill No.1:**

Say, Quoted Diesel Component for Lignite Dispatched per MT = 1.00 Litre per MT

Say, Monthly Actual Lignite Dispatch = 1.10 Lac MT

If Prevailing Price of the Diesel at the Project = Rs.60.00 per Litre

Estimated Stripping Ratio of the work entire = 15.51

If Cumulative stripping ratio achieved for particular year is = 30.00

Payment = Actual Lignite Dispatch x Diesel Component x Price of Diesel x  
Cumulative stripping Ratio achieved for particular year/Tendered  
Stripping Ratio

= 1.10 x 1.00 x 60.00 x 30.00/15.51 = Rs.127.66 Lac

On the basis of performance of contractor including dispatch of lignite, OB/IB targets achieved etc. in the interest of project. Managing Director, GMDC reserves a right to review the above mentioned payment condition.

3. Recovery of Working Capital Advance(Clause No .5.5 of Ch-VI)

**Existing Provision:**

The total advance amount paid shall be recovered in ten equal installments from the first RA Bill or at the rate of not exceeding one third of the bill amount from each RA bill till the full recovery of the adhoc payment in case of less dispatch of the lignite. Schedule of recovery may be reviewed by Managing Director, GMDC in case of necessity.

**AMENDED Provision:**

The total advance amount paid shall be recovered in fifteen equal installments from the first RA Bill or at the rate of not exceeding one third of the bill amount from each RA bill whichever will be lower till the full recovery of the adhoc payment in case of less dispatch of the lignite.

On the basis of performance of contractor including dispatch of lignite, OB/IB targets achieved etc. in the interest of project. Managing Director, GMDC reserves a right to review the above mentioned clause.

4. Rental charges for providing pumps and accessories (Clause No.1.21 (N) Part-II of Ch-V):

**Existing Provision:**

GMDC will hand over the above 6 nos. of pumps, 6 nos. of the Starter panels and 2 nos. of Distribution panel to the Contractor so that the pumping activity can be started immediately with the commencement of the work. Monthly Rental charges for providing the same pumps and panels shall be payable by the Contractor along with applicable taxes and duties. Contractor shall pay the Rs. 1.04 Lac per month as rental charges plus applicable taxes and duties and the same shall be deducted from the RA Bills. Contractor shall carry out operation, maintenance, repair etc. of the above all pumps for dewatering. GMDC will not provide any charges/cost/reimbursement/repair charges if any incurred by the Contractor for the above pumps and panels and to carry out the pumping operation of the same. After completion of the contract period, all the pumps and panels shall be taken away by the Contractor and shall have to pay Rs. 7.80 Lac (Rupees Seven Lac eighty thousand only) to GMDC as scrap value of the pumps and panels as decided by GMDC.

**AMENDED Provision:**

GMDC will hand over the above 6 nos. of pumps, 6 nos. of the Starter panels and 2 nos. of Distribution panel to the Contractor so that the pumping activity can be started immediately with the commencement of the work. Monthly Rental charges for providing the same pumps and panels shall be payable by the Contractor along with applicable taxes and duties. Contractor shall pay the Rs. 0.75 Lac per month as rental charges plus applicable taxes and duties

and the same shall be deducted from the RA Bills. Contractor shall carry out operation, maintenance, repair etc. of the above all pumps for dewatering. GMDC will not provide any charges/cost/reimbursement/repair charges if any incurred by the Contractor for the above pumps and panels and to carry out the pumping operation of the same. After completion of the contract period, all the pumps and panels shall be taken away by the Contractor and shall have to pay Rs. 9.02 Lac (Rupees Nine Lac two thousand only) to GMDC as scrap value of the pumps and panels as decided by GMDC.

5. Related ancillary activities that the contractor is expected to perform as a part of the work awarded (Clause No.7.3 (G))

**Existing Provision:**

Point (G) was not incorporated.

**AMENDED Provision:**

**7.3 G.** Re-handling of top soil, silica sand stacks lying within the tendered boundary. However, the above re-handling quantity included in total qty .of 1225 Lac M3 of OB/IB.

6. Advance against Exposure of lignite (Clause No.7.1 of the Ch-VI):

**Existing Provision:**

In case of works of OB/IB removal carried out by the Contractor as per assigned schedule and exposure of the sufficient lignite to dispatch the lignite as per assigned schedule but the actual lignite dispatch could not take place because of market demand, quality of lignite or any other unforeseen reason etc. and the Contractor is not responsible for non dispatch of the lignite, in such circumstances, adhoc advance may be given on the basis of the quantity of the exposed lignite as per the example given as under:

**Example:**

Requirement of Quantity of exposure of Lignite as per schedule = 3.0 Lac MT.

Actual exposure of Lignite = 3.25 Lac MT.(e.g.)

Prevailing rate of Lignite Dispatch:

Work Component = 100.00/MT

Qty. of Exposed lignite considered for Adhoc Advance:

The actual exposed lignite or Requirement of the exposure of the lignite as per schedule whichever is lower.

i.e. Actual exposed lignite = 3.25 Lac MT

Requirement of exposure of lignite as per schedule = 3.0 Lac MT

Qty. to be considered for Adhoc Advance = 3.0 Lac MT.

Contract Stripping Ratio = 15.51

Actual Stripping Ratio = 14.67 (Actual OB Removal/Lignite Exposed)

Constant = 0.946

The amount of exposed lignite for the qty. of 3.0 Lac MT =  $3.0 \text{ Lac MT} \times 0.946 \times 100$

= Rs.283.80 Lac

Adhoc Advance will be made at 50% of the amount payable on exposed lignite.

i.e. 50% of Rs.283.80 Lac = Rs.141.90 Lac.

**AMENDED Provision:**

In case of works of OB/IB removal carried out by the Contractor as per assigned schedule and exposure of the sufficient lignite to dispatch the lignite as per assigned schedule but the actual lignite dispatch could not take place because of market demand, quality of lignite or any other unforeseen reason etc. and the Contractor is not responsible for non dispatch/less dispatch of the lignite, in such circumstances, adhoc advance may be given on the basis of the quantity of the exposed lignite as per the example given as under:

On the basis of performance of contractor including dispatch of lignite, OB/IB targets achieved etc. in the interest of project. Managing Director, GMDC reserves a right to review the above mentioned clause.

**Example:**

Requirement of Quantity of exposure of Lignite as per target of lignite dispatch = 3.0 Lac MT.

Actual exposure of Lignite = 3.00 Lac MT

Actual Lignite dispatch = 2.00 Lac MT

Prevailing rate of Lignite Dispatch:

Work Component = 100.00/MT

Qty. of Exposed lignite considered for Adhoc Advance:

i.e.  $(3.00 - 2.00 = 1.00 \text{ Lac MT})$

Qty. to be considered for Adhoc Advance = 1.0 Lac MT.

Contract Stripping Ratio = 15.51

Actual Stripping Ratio = 14.67 (Actual OB Removal/Lignite Exposed)

Constant = 0.946

The amount of exposed lignite for the qty. of 1.0 Lac MT =  $1.0 \text{ Lac MT} \times 0.946 \times 100$   
= Rs.94.60 Lac

Adhoc Advance will be made at 50% of the amount payable on exposed lignite.

i.e. 50% of Rs.94.60 Lac = Rs.47.30 Lac.

7. Liquidated Damages (Clause No.8.2 of Ch-VI):

**Existing Provision:**

The Contractor shall always maintain lignite exposed in benches worth minimum

two succeeding months' actual lignite production at the end of the every month and as per the quantities shown in table-1 of clause (ii) of Chapter-V at the end of the year. In case of failure the Contractor will be liable to pay the liquidated damages at the end of every year at the prevailing rate of mining of lignite for the shortfall quantity at the end of the year and the same will be deducted from the RA bill. However, if the exposed lignite left at the end of any year is found more than the quantity shown in the table-1 of clause (ii) of Chapter-V, no compensation will be paid by GMDC.

**AMENDED Provision:**

The Contractor shall always maintain lignite exposed in benches worth minimum two succeeding months' actual lignite production at the end of the every month and as per the quantities shown in table-1 of clause (ii) of Chapter-V at the end of the year. In case of failure the Contractor will be liable to pay the liquidated damages at the end of every year at the prevailing rate of mining of lignite for the shortfall quantity at the end of the year and the same will be deducted from the RA bill. However, if the exposed lignite left at the end of any year is found more than the quantity shown in the table-1 of clause (ii) of Chapter-V, no compensation will be paid by GMDC.

If it appears that the quantity of lignite exposure is not suppose to hamper the business interest of GMDC, in that case, MD, GMDC may review the applicability of the above clause.

8. Liquidated Damages (Clause No.8.20 of Ch-VI):

**Existing Provision:**

However, in case of Contractor achieves the assigned targets without deploying the higher capacity machineries including 4 Nos. of 6 M<sup>3</sup> capacity excavators & 16 Nos. of 50T capacity dumpers, GMDC may review the requirement of the machinery and applicability of the LD for non deployment of the higher capacity machinery shall be at the sole discretion of the GMDC. Decision of the GMDC shall be final and binding to the Contractor in this regards.

**AMENDED Provision:**

However, in case of Contractor achieves the assigned targets without deploying the higher capacity machineries including 2 Nos. of 4.50 M<sup>3</sup> capacity excavators & 08 Nos. of 50T capacity dumpers, GMDC may review the requirement of the machinery and applicability of the LD for non deployment of the higher capacity machinery shall be at the sole discretion of the GMDC. Decision of the GMDC shall be final and binding to the Contractor in this regards.

9. **Last Date of online Submission of offer and submission of Tender fee, EMD and Supporting document for technical bid extended from 10/09/2015 up to 15:30 Hrs. to 14/09/2015 up to 12:00 Noon.**

10. The above modifications/Amendments to the tender documents are subject to condition that on the basis of performance of contractor including dispatch of lignite, OB/IB targets achieved etc. and in the interest of project the Managing Director, GMDC reserves a right to review the same.