

GMDC/LP/ /17-18

Date: 11<sup>th</sup> September, 2017

**NOTICE INVITING TENDER**

**TENDER NO. LP/01/17-18**

Following all Works at Surka (North), Bhavnagar

1. Turnkey Mining Contract involving Overburden/ Inter burden removal, Excavation and/or Loading of Lignite from mines face and ancillary activities at Surka (North), Bhavnagar.
2. Transportation & Unloading of Raw lignite from mines face to Stack yard: (One way distance ranges from 1.50 Km to 5.00 Km)
3. Loading of-
  - a) Lignite into consumer's truck from Lignite Stack yard by deploying excavator/loader.
  - b) Bentonite from Dump/Stack yard in to Consumer's trucks.

Interested parties may please download the Tender Document of Tender No. LP/01/17-18 from website: [gmdc.nprocure.com](http://gmdc.nprocure.com) & [www.gmdcltd.com](http://www.gmdcltd.com)



Sr. General Manager (Lignite Projects)  
GUJARAT MINERAL DEVELOPMENT GMDC LTD.  
(A Govt. of Gujarat Enterprise) CIN: L14100GJ1963SGC001206  
KHANIJ BHAVAN, 132' RING ROAD, UNIVERSITY GROUND  
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**TENDER NOTICE**

**TENDER NO. LP/01/17-18**

**Tender for**

Place of work	Surka(North) Lignite Mine, Taluka- Ghogha, Dist. - Bhavnagar, Gujarat.
Brief Description of work	<p>Contractor will be awarded –</p> <p>(1) Turnkey mining contract involving Overburden/ Interburden removal, Excavation and/or Loading of Lignite from mines face and ancillary activities at Surka (North), Bhavnagar.</p> <p>(2) Transportation &amp; Unloading of Raw lignite from mines face to Stack yard: (One way distance ranges from 1.50 Km to 5.00 Km)</p> <p>(3) Loading of-</p> <p>a) Lignite into consumer's truck from Lignite Stack yard by deploying excavator/loader.</p> <p>b) Bentonite from Dump/Stack yard in to Consumer's trucks.</p>
Item wise Quantity.	<p><b>(1) Estimated qty. of Excavation &amp; Loading of Lignite on turnkey mining basis:</b></p> <p><b>Lignite = 68 Lac MT.</b></p> <p><b>OB/IB = 878 Lac M<sup>3</sup>.</b></p> <p><b>(2) Estimated qty. of Transportation &amp; Unloading of Raw lignite from mines face to Stack yard:</b> (One way distance ranges from 1.50 Km to 5.00 Km) = 24 Lac MT</p> <p><b>(3) Estimated qty. of Loading of-</b></p> <p>(a) Lignite into consumer's truck from Lignite Stack yard by deploying excavator/loader = 24 Lac MT</p>

	(b) Bentonite from Dump/Stack yard in to Consumer's trucks =5.00 Lac MT
Period of contract	5 years
Estimated Contract Value	Rs.574 Crore (Rupees Five hundred seventy four Crore only)
EMD	Rs. 2.50 crore (Rupees Two Crore Fifty Lac only) 1. In form of DD in favour of GMDC Ltd. payable at Ahmedabad or 2. Fixed deposit (FD) issued in favour of GMDC only by the banks approved by Govt. of Gujarat from time to time(except Co-Operative bank) valid for a period of not less than 6 (six) months from the date of opening of preliminary bid. The FD shall be renewable at the discretion of GMDC. or 3. Bank Guarantee, issued by banks approved by Govt. of Gujarat from time to time(except Co-Operative bank) in the form and manner acceptable to the corporation valid for a period of not less than 6 (six) months from the date of opening of preliminary bid. List of the banks approved by Govt. of Gujarat is as per <b>Annexure- II</b> .
Cost of tender Document	Rs. 30,000 (Thirty Thousand) payable by Demand Draft favouring " GMDC Ltd." payable at Ahmedabad.
Availability of Tender document	On web site <a href="http://www.gmdcltd.com">www.gmdcltd.com</a> , <a href="https://gmdc.nprocure.com">https://gmdc.nprocure.com</a> ,
Downloading of tender document from websites	From Dt.11/09/2017
Last date of submission of written request for clarification if any, on Bid Document	21/09/2017 Up to 15:30 Hrs.
Pre-Bid Meeting	On dt. 26/09/2017 at 16:00 Hrs.

	All the prospective and eligible Contractors are requested to attend the Pre-Bid Meeting on 26/09/2017 at 16:00 Hrs. at Corporate Office, GMDC, Ahmedabad (Gujarat). Maximum two members per Contractor may be allowed for the Pre-Bid meeting.
Last date of on line submission of offer	11/10/2017 up to 15:30 Hrs. on <a href="https://gmdc.nprocure.com">https://gmdc.nprocure.com</a> only.
Submission of Tender fee, EMD and Supporting documents for Tech. bid	11/10/2017 up to 15:30 Hrs. at Corporate office, Ahmedabad.
Date and time for online opening and viewing of preliminary bid & Tech. bid	11/10/2017 at 16:00 Hrs.

1. GMDC reserves absolute discretion to reject any or all the tenders received, or split the work between one or more contractors as the case may be. In case of Contractor not optimally achieving the targets allocated, GMDC shall be entitled to split the targets allocated and assign the same by inviting separate bids.
2. The bidders are required to quote the rate strictly as per the terms and conditions mentioned in the Tender document. The conditional tender will not be entertained and shall be liable for outright rejection.
3. Amendments/corrigendum in the tender documents, schedule, forms etc. may be done at any time by the GMDC during the period between publication of notice and submission of bids of the tender on website. The bidders are required to visit the website regularly till the last date of submission of the bid.
4. GMDC reserve the rights to modify and/or alter any Tender Condition.
5. The bidders are required to submit their bids on line on <https://www.gmdc.nprocure.com>
6. Failure in submission of bid on online in stipulated time due to any reason whatsoever by any bidder shall not be entertained. In such circumstances, bid submitted physically for

supporting documents, tender fees, EMD amount etc. shall not be considered as bid submitted and returned back to the bidder without opening the same. GMDC reserves the right to take decision as deemed fit.



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## **Chapter I**

### **BRIEF INTRODUCTION:**

#### **1. GMDC:**

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

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

#### **2. LOCATION**

The project is located about 12 kms from Bhavnagar town, on Bhavnagar-Ghogha Road. It is well connected by road (NH No 8E) with Ahmedabad, which is about 200 kms away. It has a good network of State Transport system. Bhavnagar is the nearest Rail-head on Western Railway. Bhavnagar also has an Airport. Ahmedabad is another airport, which is well connected with all major cities of the country.

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

The climate of the area is warm, humid and subtropical in nature. The monsoon is generally normal. Average rainfall is about 600-700 mm but the highest rainfall since commencement of the project was 1579 mm during the year 2013. The temperature ranges from 10°C in winter and in summer it goes up to 45°C.

#### **4. EXPLORATION AND INTERPRETATION:**

The exploration was carried out earlier by the Commissioner of Geology and Mining, Govt. of Gujarat. GMDC also carried out fresh exploration work in the area. GMDC's BH are denominated as 'K' series in addition to BH A, B, C, D.

#### **5. CURRENT STATUS:**

- 5.1 Currently project is in operation with approved lignite production capacity of 3 mTPA and applied for enhancement from 3mTPA to 5 mTPA production capacity. Project has already established infrastructures facilities. Mining and lignite production activities are going on by existing turnkey mining contractors as shown in plate no-1 (washed area in violate color). The balance qty. of Lignite and OB/IB available as on 01/06/2017 within the contract boundary of existing contractors are estimated as 33.893 Lac MT and 251.07 Lac M<sup>3</sup>.
- 5.2 Approximately 4.20 Lac M<sup>3</sup> of accumulated rain water is lying at present at the pit bottom sump area as shown in the plate no.1 (washed area in sky blue color) which is being used for sprinkling purpose by the existing contractors.
- 5.3 One earlier diverted nala (N3) is passing through the proposed excavation area and it is required to be diverted further in southern direction by the new contractor, outside of the proposed five year excavation area as shown in drawing plate no.-1 by providing a diversion channel (D1) (appx. 7.75 Lac M<sup>3</sup>) with preparation of protective embankment on both sides of the proposed channel.
- 5.4 A seasonal nalla is passing through proposed outside dump location W2, which is required to be diverted by the new contractor by preparing a diversion channel (D2) (appx. 2.75 Lac M<sup>3</sup>) with preparation of protective embankment on both sides of the proposed channel outside of the proposed dump area as shown in drawing plate no. -1.
- 5.5 A seasonal nalla is passing through proposed outside dump location E1, which is also required to be diverted by the new contractor by preparing a diversion channel (D3) (appx. 2.65 Lac M<sup>3</sup>) with preparation of protective embankment on both sides of the proposed channel outside of the proposed dump area as shown in drawing plate no. -1.

- 5.6 A public road between village Thordi and village Bhumbhali is passing through the proposed working area of new contractor and it requires to be discontinued. GMDC has already initiated procedure for getting approval for discontinuation of it. District authority has forwarded GMDC's application to Ex. Engineer, R & B division, Rajkot with NOC. Final approval from state level is yet to be obtained.
- 5.7 Two religious structures as shown in the plate-1 (washed area in light green color) are lying adjacent to the proposed working area (washed area in yellow color). To extract the maximum lignite, it is proposed to shift these two religious structures elsewhere outside so that the working can be extended in washed area in light green color and maximum lignite production can be achieved. For shifting of these two religious structures negotiation with local villagers is under progress by GMDC.
- 5.8 A small patch of "Pot Kharaba Land" having area 1-85-14 Ha. as shown in the plate-2 is falling within the proposed outside dump location E1 which is under the process of acquisition.

## **6. METHOD OF MINING:**

- 6.1 Lignite has been mined by opencast mining method, using conventional mining machinery like hydraulic excavators/hydraulic shovels and dumpers for OB/IB removal, and excavation & loading of lignite in to consumer's trucks or dumpers/trucks of other agency from mines working face as directed by GMDC. Entire mining operations, inclusive of all ancillary operations, are proposed to be outsourced to a contractor selected through tendering process. The entire topsoil excavated from the mining area will be stacked separately or spread over the reclaimed area as directed by the General Manager (P). Other minerals like Bentonite or any other economic mineral, if found in the mining area, will be mined out separately and shall be stacked at places as may be advised by the Mine Manager or loaded into consumers' trucks for which **no extra payment will be made.**

## **7. DESCRIPTION OF THE WORK:**

### **7.1 Definition of Work:**

- A. Lignite Mining, Loading and Dispatch:** Work of Lignite Mining, Loading and Dispatch into consumer trucks/dumpers and/or dumpers/trucks of contractor itself and/or

trucks/dumpers of other contractor leading to stack yard/power plant which includes excavation, transportation and unloading of OB/IB including Hard Strata up to dump, dozing, spreading, leveling, dust suppression, road formation, excavation and loading of lignite in to consumer trucks/ dumper from mines face, loading/unloading of lignite from trucks/dumpers in case of excess/shortage (Vadh/Ghat) in desired tonnage of lignite to be loaded in Trucks/dumpers and related ancillary activities requires to be carried out under turnkey mining contract.

- B. Transportation & Unloading of Raw lignite from mines face to Stack yard:** Work of Transportation & Unloading of Raw lignite from mines face to Stack yard which includes transportation of raw lignite from mine face by dumpers/trucks and unloading of lignite at stack yard for which **One way distance ranges from 1.50 Km to 5.00 Km including ancillary activity requires if any.**
- C. Loading of Lignite into consumer's truck from Lignite Stack yard:** Work of Loading of Lignite into consumer's truck from Lignite Stack yard by deploying excavator/loader includes Loading of Lignite into consumer's truck from Lignite Stack yard by deploying excavator/loader **including ancillary activity requires if any.**
- D. Loading of Bentonite from Bentonite Stack Yard/Dump in to consumer Trucks:** Work of Loading of Bentonite from Bentonite Stack Yard/Dump in to consumer Truck by deploying excavator/loader includes Loading of Bentonite from Bentonite Stack Yard/Dump in to consumer Truck by deploying excavator/loader **including ancillary activity requires if any.**
- E. Contractor-** For the purpose of the tender, Contractor means the entity that emerges as the lowest bidder i.e. L<sub>1</sub> in the entire tendering process for carrying out the work under this Tender of Bhavnagar Lignite Project.
- F. Bidder:** Bidder shall mean the single registered entity that has submitted a Proposal for Qualification in response of this Tender.
- G. Overburden (OB):** Lignite being sedimentary in nature occurs either in a single layer or in multiple layers at various depths. Opencast mining method to win this lignite involves excavation of the entire overlying materials up-to the depth of lignite formation in the target area. The materials lying from the surface level to the first layer of lignite in the target area

is termed as Overburden (OB). For the purpose of the tender the OB materials chiefly constitute top soil, silica sand, sandstone, clay, Hard compact clay, shale etc.

- H. Inter-burden (IB):** By virtue of the sedimentary origin of lignite, it occurs either in a single layer or in multiple layers. In case of multiple layered lignite deposits the materials lying in between two subsequent layers of lignite in the target area is termed as Inter-burden (IB). For the purpose of the tender the IB materials chiefly constitute various type of clays, shale etc. This does not include water spread over lignite due to any reason including inundation while carrying out excavation/mining or any other operation.
- I. Exposed Lignite:** Exposed Lignite means, the area in which the entire OB/IB has been removed up to the lignite layer excluding a thickness of 0.30 mtr. of OB/IB material which are being purposefully left to maintain the quality of lignite over a period of time. Further, this arrangement prevents the occurrence of spontaneous heating in the exposed lignite layers. For the purpose of this tender, if anything other than this 0.30 mtr. of this OB/IB layer exists than it will not be considered as Exposed Lignite.

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

- A.** Lignite Mining, Loading and Dispatch into consumer trucks/dumpers and/or dumpers/trucks of contractor itself and/or trucks/dumpers of other contractor for the following quantities:
- i. **68 Lac MT** (approximately) in the proposed area as shown in plate no-1(washed area in yellow color).
  - ii. Balance quantity of unexposed lignite (i.e. other than the exposed lignite, if any) available after completion of the contract of existing contractors in their contract area as shown in plate no-1 (washed area in violate color).
  - iii. 22 Lac MT (approximately) may available after shifting of two religious structures as shown in plate no-1 (washed area in light green color).
- B. Overburden / inter burden Removal work for the following quantities:**
- i. 878 Lac M<sup>3</sup> (approximately) in the proposed area as shown in plate no-1 (washed area in yellow color).
  - ii. Balance quantity of OB/IB available after completion of the contract of existing contractors in their contract area as shown in plate no-1 (washed area in violate color).

- iii. 198 Lac M<sup>3</sup> (approximately) may available after shifting of two religious structures as shown in plate no-1 (washed area in light green color).
- iv. Excavation work to prepare the Diversion channel of Nallah:

Diversion channel D1, D2 and D3 to be prepared by excavation as shown in the plate No-1:

Total Estimated Quantity of Excavation = **13.150 Lac M<sup>3</sup>**

**All Diversion channels shall be prepared in the 1<sup>st</sup> year of the working.**

**Payment to the contractor shall be made on lignite dispatch only. No payment shall be made on Overburden / inter burden Removal work to carry out lignite mining and for the work of preparation of Diversion channels D1, D2 and D3 of Nallah.**

- C. Following all other works are also likely to be executed with the main work of Turnkey Mining Contract work for which bidders are required to quote the rate in the prescribed format online only. The requirement of the works and its quantities are indicative only and may vary as per the actual requirement of the work. Quantities mentioned for all other works may increase/decrease at the time of actual requirements and Contractor shall have to carry out the other works for the increased/decreased quantities if any at the finalized rates. In case of any increase or decrease in the quantities or non execution of the any or all the works mentioned below, there shall be no compensation/adjustments to the Contractor:
  - i. **Transportation & Unloading of** Raw lignite from mines face to Stack yard: (One way distance ranges from 1.50 Km to 5.00 Km) = 24 Lac MT
  - ii. **Loading of-**
    - (a) Lignite into consumer's truck from Lignite Stack yard by deploying excavator/loader = 24 Lac MT
    - (f) Bentonite from Dump/Stack yard in to Consumer's trucks = 5.00 Lac MT.
- D. Any exposed lignite left by the existing contractors in their contract area (washed area in violate color) at the end of their contract period shall be excavated and dispatched by the new contractor at appropriate rate decided by GMDC based on the rate quoted in the recent tender of Panandhro.
- E. If necessary, Contractor may have to blend the minor seams or the lignite seam having inferior quality, if any, encountered with main lignite seam for the purpose of maintaining quality of the lignite by excavating the lignite seams and spreading it over the exposed main

lignite seam as directed by GMDC's General Manager (P). No extra claim shall be entertained for such type of work.

- F.** The Contractor shall be required to work in such area as may be directed by the GMDC General Manager (P) from time to time within the mining lease area. The entire area as per bid drawing may be allotted in phase manner and not necessarily at a time before commencement of the work. Depending upon local consideration or requirement of GMDC, it may temporarily discontinue the work in any part of the area assigned to the Contractor and ask the Contractor to work in the alternative area within mining lease.
- G.** The information provided above is GMDC's estimate only and indicative only. The contractor should have their own inspection and make their assessment by the site visit and satisfy themselves through all technical information provided above. Site visit are allowed as required by the contractor. Permission for conducting the detailed survey and exploration may be given with prior appointments which may be sought from General Manager (P)/General Manager (LP). GMDC is not responsible for any variation in the estimated quantities.
- H.** The estimation of the quantities of Lignite and OB/IB is based on the available data of the Borehole as per Borehole Litholog. The details are at Annexure-I.
- I.** In case of any reason including adverse working conditions during execution of the contract that may compel suspension/closure of the mining operations, GMDC shall be at liberty to conclude/postpone/complete/terminate/foreclose this contract. No compensation or payment shall be made on account of non completion of the balance qty. work or for whole contract quantity. Decision of GMDC in this regard shall be final and binding to the Contractor.

**7.3 Related ancillary activities that the contractor is expected to perform as a part of the work awarded:**

- A.** In the existing working area breaking of hard strata with the help of Rock breaker is going on. In the proposed working area also, hard strata having average thickness of 5 mtr. is part of OB/IB removal work. Breaking and removal of this hard strata encountered if any in OB/IB removal in the proposed working areas shall be required to be dealt by deploying suitable

machineries like rock breaker etc. for which no extra payment shall be made. Drilling and Blasting is not permitted.

- B.** Contractor shall be responsible for various ancillary activities including those listed below:
- (a) Construction and maintenance of haul roads, ramps & footpaths and service road for light vehicles.
  - (b) Maintenance of separate dumps for OB, top soil and other economic minerals (Bentonite etc.).
  - (c) Dust suppression at all working places, haul roads, dumps, along the consumer truck traffic circuit, Weighbridges, mines Time Office area and as directed by the General Manager(P).
  - (d) Prevention, suppression and dealing with spontaneous heating/fire in working area, dump or any other place under its control. DGMS safety instructions shall be followed from time to time.
  - (e) Pre-monsoon preparation and dewatering of workings owing to ground water Seepage and monsoon water, inclusive of arrangements for preventing inrush of surface water into the working pit / areas. For the purpose, the Contractor shall make its own arrangements for pumps, pipeline, electric cable, electric panel and other related accessories and shall also make adequate arrangements as may be required.
  - (f) Pumping and discharge of the accumulated water in the existing mine Pit as directed by the General Manager (P). Considering average rainfall and existing pit area, the quantity of rain water accumulating in the pit bottom per year may be about 10 Lac M<sup>3</sup>. Contractor shall install minimum 1 no. of SS pump, having capacity of pumping 500 M<sup>3</sup> per day (90 mtr. Head) of water, with all necessary accessories including pipes, cables, panels etc.
  - (g) Contractor shall be responsible for dewatering of accumulated pit water during monsoon period itself by maintaining PH of water up to 7. Contractor shall also be responsible for treatment of low PH water by adding lime before discharging water by converting in to 7 PH.
  - (h) Contractor shall be responsible for utilization of accumulated pit water for sprinkling etc. as per the norms.

- (i) All activities arising for complying with various statute/laws/Mine Rules/Regulations etc. including Environmental laws and if Contractor fails to do; it will be done at the risk and cost of the Contractor and expenses will be recovered from RA Bills of the Contractor.
- (j) Deployment of loading machine or excavator for Vadh-Ghat activity in lignite Trucks nearby weighbridge area as directed. No extra payment will be made for such activities.
- (k) Apart from the compliance of various provisions of Mines Act 1952 and Rules, Regulations, laws, byelaws, framed there under, the following shall be within the Scope of work of Contractor.
  - i. Maintaining height and width of the OB and Lignite benches to safe limits as approved by DGMS and as per Mine Design Parameter.
  - ii. Internal Dump (Back Filled area): Height of the each lift of the backfill dump shall not be more than 10 meter and overall slope angle shall be within safe limit (less than 22 degree) to prevent dump failure.
  - iii. Construction of garland drains all around the mines workings and dumps, haul roads, truck roads or any other places as directed by the General Manager (P).
  - iv. Contractor has to ensure for the stability of the working benches and dump benches. In case of any failure of working benches and/or dump benches, Contractor will have to take corrective measures for the stability of the working benches and dump benches under his scope of work. Contractor will not be entitled to any cost incurred on account of re-handling/handling of OB benches/dump benches, collapsed material or on account of recovery of lignite under such collapsed OB benches/dump benches.
- (l) Bentonite or any other economic mineral, if found in the mining area, will have to be mined out separately and shall be stacked at places or directly loaded in to the consumer's trucks/dumpers as may be advised by the Mine Manager for which no extra payment will be made. All the quantities of bentonite, hard strata, etc. are included in OB/IB and not estimated separately.

## **8. DIESEL SUPPLY:**

- 8.1 The Contractor shall make suitable arrangement, at his own cost and risk, for procurement and storage of diesel, oil, lubricants etc. for the consumption at works site. If available, GMDC may

provide space for diesel storage within lease and acquired area. At the end of the contract period, the contractor shall hand over the space and the facilities provided by GMDC as close as to its original condition existing at the time of allotment.

8.2 To carry out the works described in the scope of work contractor will quote Diesel Component in addition to Work Component for the work of Lignite Mining, Loading and Dispatch into consumer trucks/dumpers and/or dumpers/trucks of contractor itself and/or trucks/dumpers of other contractor to be carried out as under –

- (a) Diesel required in Liter per MT of Lignite Dispatch which includes excavation, transportation and unloading of OB/IB including hard strata up to dump, dozing, spreading, leveling, dust suppression, road formation, excavation and loading of lignite in to consumer trucks/ dumper from mines face and related ancillary activities requires to be carried out under turnkey mining contract.
- (b) Quantity of diesel will be restricted to the quantity of actual lignite dispatched multiplied by Diesel Component fixed and agreed by the Contractor.
- (c) The cost of the diesel will be paid for the quantity of diesel finalized as per above Clause 8.2 (b) of Chapter-I on monthly basis by considering price of the Diesel in Rupees per Liter which shall be taken as landing cost of the diesel at the Project procured by the GMDC for their own use or landing cost at the project as provided by the supplier to GMDC.
- (d) There shall be no reimbursement of the cost of diesel to be consumed for any other related ancillary activities including OB/IB removal and Nala Diversion work.

8.3 To carry out the other work as described in the scope of work, contractor will quote the firm rate in Rupees per MT to carry out other following other works-

- i. Transportation & Unloading of Raw lignite from mines face to: (One way distance ranges from 1.50 Km to 5.00 Km) = 24 Lac MT
- ii. Loading of-
  - (a) Lignite into consumer's truck from Lignite Stack yard by deploying excavator/loader = 24 Lac MT
  - (b) Bentonite from Dump/Stack yard in to Consumer's trucks = 5.00 Lac MT.

- ii. To carry out the work described in the scope of work for the above other works mentioned at 8.3 (i), the 45% of initial contract rate shall be treated as diesel component. In case of any increase / decrease in price of diesel with respect to the frozen rate of diesel = Rs.60.08 per Litre (as on the date of uploading of the Tender Document i.e.11/09/2017), the contract rate of above other works mentioned at 8.3(i) shall be increased / decreased as per the following formula. No escalation on any other account will be paid or considered by GMDC.

$$NR = IR \{(0.45x NDP / FDP) + 0.55\}$$

Where, NR = New Rate in Rs. Per MT

IR = Initial Rate in Rs. Per MT

NDP = New Diesel Price in Rs. Per liter

FDP= Frozen Diesel Price=Rs.60.08 Per liter. (as on the date of uploading of the Tender Document i.e. 11/09/2017)

- iii. To carry out the work described in the scope of work for the above other works mentioned at 8.3 (ii) (a) to (b), the 30% of initial contract rate shall be treated as diesel component in case of any increase / decrease in price of diesel with respect to the frozen rate of diesel = Rs.60.08 per Litre (as on the date of uploading of the Tender Document i.e.11/09/2017), the contract rate of above other works mentioned at 8.3(ii) (a) to (b) shall be increased / decreased as per the following formula. No escalation on any other account will be paid or considered by GMDC.

$$NR = IR \{(0.30x NDP / FDP) + 0.70\}$$

Where, NR = New Rate in Rs. Per MT

IR = Initial Rate in Rs. Per MT

NDP = New Diesel Price in Rs. Per liter

FDP= Frozen Diesel Price=Rs.60.08 Per liter. (as on the date of uploading of the Tender Document i.e. 11/09/2017)

- 8.4 There shall be no Escalation/Payment/adjustment on any account except variation in diesel price for the other works mentioned above at 8.3 (i) and (ii) (a) to (b) of transportation and loading.

- 8.5 There shall be no Escalation/Payment/adjustment in agreed rate during the contract period on account of any increase/decrease in One way distance mentioned for the other works mentioned above at 8.3 (i).
- 8.6 There shall be no reimbursement on the cost of diesel to be consumed for any other related ancillary activities including OB/IB removal.

**9. DURATION AND QUANTITY OF WORK:**

9.1 The period of the contract will be of 5 years from the date of commencement of the work.

9.2 The Contractor shall have to carry out the works as under:

**A. Lignite Mining, Loading and Dispatch into consumer trucks/dumpers and/or dumpers/trucks of contractor itself and/or trucks/dumpers of other contractor leading to stack yard/power plant for the following quantities:**

- i. **68 Lac MT** (approximately) in the proposed area as shown in plate no-1 (washed area in yellow color).
- ii. Balance quantity of unexposed lignite (i.e. other than the exposed lignite, if any) available after completion of the contract of existing contractors in their contract area as shown in plate no-1 (washed area in violate color).
- iii. 22 Lac MT (approximately) may available after shifting of two religious structures as shown in plate no-1 (washed area in light green color).

**B. Overburden / inter burden Removal work for the following quantities:**

- i. **878 Lac M<sup>3</sup>** (approximately) in the proposed area as shown in plate no-1 (washed area in yellow color).
- ii. Balance quantity of OB/IB available after completion of the contract of existing contractors in their contract area as shown in plate no-1 (washed area in violate color).
- iii. **198 Lac M<sup>3</sup>** (approximately) may available after shifting of two religious structures as shown in plate no-1 (washed area in light green color).

iv. Excavation work to prepare the Diversion channel of Nallah:

Diversion channel D1, D2 and D3 to be prepared by excavation as shown in the plate No-1:

Total Estimated Quantity of Excavation = **13.150 Lac M<sup>3</sup>**

**All Diversion channels shall be prepared in the 1<sup>st</sup> year of the working.**

**Payment to the contractor shall be made on lignite dispatch only. No payment shall be made on Overburden / inter burden Removal work to carry out lignite mining and for the work of preparation of Diversion channels D1, D2 and D3 of Nallah.**

C. Following all other works are also likely to be executed with the main work Of Turnkey Mining Contract work for which contractors have to quote the rate in the prescribed format online only. The requirement of the works and its quantities are indicative only and may vary as per the actual requirement of the work. Quantities mentioned for all other works may increase/decrease at the time of actual requirements and Contractor shall have to carry out the other works for the increased/decreased quantities if any at the finalized rates. In case of any increase or decrease in the quantities or non execution of the any or all the works mentioned below, there shall be no compensation/adjustments to the Contractor:

i. **Transportation & Unloading of Raw lignite from mines face to Stack yard: (One\_way distance ranges from 1.50 Km to 5.00 Km) = 24 Lac MT**

ii. Loading of-

(a) Lignite into consumer's truck from Lignite Stack yard by deploying excavator/loader  
= 24 Lac MT

(b) Bentonite from Dump/Stack yard in to Consumer's trucks = 5.00 Lac MT.

9.3 The Contractor shall carry out the other works as mentioned at clause no.7.2 (A) to (C) of the Chapter-I. The requirement of the works and its quantities are indicative only and may vary as per the actual requirement of the works. In case of any increase or decrease in the quantities or non execution of the any or all the works, no compensation shall be paid to the contractor. The Contractor shall carry out the works to the satisfaction of GMDC mentioned in Clause No.7.2 and 9 of the Chapter-I.

9.4 The terms "Monthly Schedule" means the schedules which will be provided to the contractor as per the provisions of the contract and shall contain the details as to the month and specified quantity of OB/IB, Excavation and/or Loading of Lignite and other works to be carried out by the contractor as minimum quantity in the respective month. The removal of

overburden/inter-burden, Excavation, and Loading of Lignite and other works should be as per production schedule enumerated at Table-1 (chapter-V part-II) for the purpose of the contract. Contractor will build up a stock of lignite as per requirement and as directed by the General Manager (P) at stack yard before the onset of monsoon and will compact it so as to prevent spontaneous combustion. Location of the stack yard will be decided by the General Manager (P). Payment for the work of building up the stock will be made as per the rate finalized for the work at clause no. 9.2 (C) (i) and 9.2 (C) (ii) (a).

- 9.5 GM (Project) would provide total monthly as well as yearly targeted quantity of OB/IB removal, Excavation and/or Loading of Lignite and other works along with minimum quantity specified in the monthly schedule. The Contractor is expected to work for fulfillment of the total monthly as well as yearly targeted quantity as its fundamental obligations. The Contractor shall strictly adhere to the obligation of regular OB/IB removal. GM (P) would monitor the Excavation and/or Loading of Lignite and other works as per the, schedule provided to the Contractor.
- 9.6 The GM (Project) shall provide monthly schedule for over burden / inter burden (OB/IB) removal, Excavation & Loading of Lignite and other works. The Contractor will remove the OB/IB quantities in such a way that quantity of lignite is always exposed as per production schedule enumerated at Table-1 (chapter-V part-II) for the purpose of the contract so that the production of lignite by GMDC is not suffered and un-interrupted supply continues to the consumers.
- 9.7 If the Contractor complete the awarded work quantity before completion of the awarded contract period of five years, GMDC may its sole discretion to award such additional work quantity as it may deem fit at the rate, terms and conditions of the Contract and for such additional work, separate agreement shall be executed between the parties.
- 9.8 If the awarded quantity is not executed within the schedule contract period and reasons for shortfall in the quantity like geological surprise, force majeure condition, local working condition, market demand etc. not attributed to Contractor then the contract period may be extended for maximum period up to 1 year and Price Escalation on Work Component for the unexecuted quantity during the extended contract period for the works of Lignite Mining Loading & Dispatch may be considered at lowest of the following options worked out at the time of extension of the contract. Work Component for other works may be derived on the

basis of formula provided for escalation in rate for variation in diesel price may be considered at lowest of the following options worked out at the time of extension of the contract.

- i. 5% onetime increase on the Work Component rate as escalation for the extended contract period and unexecuted quantity.
- ii. WPI inflation of last two years from the date of expiry of original contract period which may be positive or negative, the escalation on the Work Component rate may be worked out accordingly.
- iii. Comparative Work Component Rate analysis/adjustment of the contracts with respect to stripping ratio awarded by GMDC in last one year of the contract under consideration.
- iv. Rate analysis of existing running contracts at nearby projects of GMDC to arrive the rates.

9.9 GMDC reserves the right to increase or decrease the annual quantity in an operating year by giving at least 30 days prior notice in writing. Contractor will not be entitled to any compensation or indemnity on account of increase or decrease in the quantity of OB/IB and lignite and other works.

#### **10. TENDER DOCUMENT PROCESSING FEE:**

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

## **Chapter II**

### **INSTRUCTIONS to the CONTRACTORS:**

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

#### **2. SITE VISIT:**

2.1 Bidders are advised to visit the site to study the actual working conditions, before submission of the bid. The information/details given in the tender document are only to describe the magnitude of work and are for mere guidance to the bidders. The project works are under the charge of Shri A.K. Garg, General Manager (Project) and his contact numbers in his Office is (0278) – 2883100, email:bhavnagar@gmdcltd.com; [amgarg@gmdcltd.co.in](mailto:amgarg@gmdcltd.co.in)

2.2 Any neglect or failure on the part of the contractor in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risks or liabilities or the entire responsibility from completion of the work at the scheduled rates and time in strict accordance with the contract documents.

#### **3. MINING SCHEME:**

3.1 The detailed scope of work is described in the Chapter titled "TERMS & CONDITIONS OF THE TENDER" and also in the Chapter "MINING SCHEME" of the document. Major quantity of mining work will be within the area shown in the enclosed drawings/maps (Plate No-1 & 2). However, in the case of GMDC's urgent requirement or any unforeseen cause, work may be required to be carried out at other locations within the mine lease area for which no extra claim shall be entertained.

3.2 The Contractor will be required to excavate and remove all types of strata including hard strata overlying the main Lignite seam as well as the strata/hard strata found between different seams of lignite. The Contractor shall excavate and load lignite in consumer's trucks/dumpers from mines working face. If necessary Contractor has to blend the minor seams with main lignite seam for quality of the lignite by excavating the minor seams and spreading over it the

main lignite seam. No extra claim shall be entertained for such type of work. Method of Mining shall be as mentioned at clause no.6 of the Chapter – II.

3.3 Time is and shall remain the essence of the contract. The compliance with monthly and yearly schedules and specified quantities-durations therein are the prime requirement of the contract.

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

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

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

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

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

After preliminary bid evaluation, Technical evaluation of the bid documents as listed below submitted on-line would be taken up. This will include the documents required to be submitted in support of experience, financial position, status of the bidders, machinery and equipment owned by the bidders etc. However Tender fee and EMD will be submitted in the sealed cover super-scribed "PRELIMINARY BID, TENDER NO.LP/01/17-18 and Name of work". Bidders are required to submit these documents separately at GMDC Corporate Office, Ahmedabad before the stipulated time and other **documents as mentioned at Sr. No. 3 to 23 will be submitted online** in prescribed format as mentioned under Forms and Declaration Certificates in the Tender Document.

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

Sr. No.	Document	Submission
1.	Tender Fee	Detail on online & Physical
2.	EMD	Detail on online & Physical
3.	<b>FORM-A</b> (check list of documents enclosed with tender)	Online
4.	<b>FORM-B</b> (Status of the Contractor)	Online
5.	<b>FORM-C1</b> (Details of work carried out during the last seven years by the contractor)	Online
6.	<b>FORM C2</b> (Details of work carried out should be provided as per FORM C-2 provided in the tender Document)	Online
7.	<b>FORM C3</b> (Details of Contractor as per the format provided in Form C-3 of the Tender Document)	Online
8.	<b>FORM-D</b> (Details of heavy earth moving machinery, equipment etc. Owned and readily available with contractor)	Online
9.	<b>FORM E</b> (Details of heavy earth moving machinery, equipment etc. Owned and readily available with contractor as per format provided in FORM E of the Tender Document)	Online
10.	CA certificate of ownership of machinery as per format provided in <b>FORM F</b> of the Tender Document)	Online
11.	CA Certificate of Net worth, Turnover and Working Capital as per format provided in <b>FORM G</b> of the Tender Document	Online

12.	CA certificate of Turnover of Last Five year as per format provided in <b>FORM H</b> of the Tender Document.	Online
13.	Bid Capacity Certificate certified by CA as per format provided in <b>FORM I</b> of the Tender Document	Online
14.	Undertaking of Genuineness of Document as per format provided in <b>FORM J</b> of the Tender Document	Online
15.	Undertaking regarding genuineness of documents for Bid Capacity Certificate as per format provided in <b>FORM K</b> of the Tender Document.	Online
16.	Undertaking of Indemnity as per format provided in <b>FORM L</b> of the Tender Document.	Online
17.	Declaration of site visit as per format provided in <b>FORM M</b> of the Tender Document.	Online
18.	Declaration of unconditional offer as per format provided in <b>FORM N</b> of the Tender Document.	Online
19.	Declaration of not Blacklisted as per the format provided in <b>Form O</b> of the Tender Document	Online
20.	Declaration regarding unconditional acceptance of all the terms and conditions of the Tender document as per format provided in <b>FORM P</b> of the Tender Document	Online
21.	Power of Authority to sign the documents	Online
22.	Copy of P.F. Registration details	Online
23.	Joint Venture Agreement in case of Joint Venture/ Consortium	Online

Before awarding work to the L1 contractor, the details of above mentioned documents submitted will be subject to physical scrutiny by GMDC. Any discrepancy at the time of physical

verification will be the sufficient ground to disqualify the bidder from the process of tendering. In such eventuality, GMDC reserves the right to select the next best bidder.

**C. Stage – III Price-Bid**

The bidders must submit a Price Bid only on-line before the stipulated time. Price bid of all bidders whose Bids meet the prescribed technical requirements, would be taken up for opening at this stage of the Bidding process. If the Price –bid is submitted only in the physical format, the tender will not be taken up for scrutiny and will be out rightly rejected.

If the EMD and tender fee are not found in the sealed technical bid document cover in the required form and manner or if the amount thereof is found short, the tender will not be considered for technical scrutiny and will be out rightly rejected.

The GMDC reserves the right to reject any or all the bids submitted by the bidders or split the work between more than one bidder without assigning any reason thereof.

The documents (as referred at the clause 4.1B) submitted physically and online with the tender should be genuine and correct. If it is found at any point of time that the said documents were not genuine then in that case the tender will be rejected, earnest money will be forfeited and the contractor may be debarred from participating in further/future GMDC tender as per declaration format enclosed in the tender document (FORM H)

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

- 5.1 E-tendering procedure is explained in Chapter – III.
- 5.2 For Preliminary evaluation, the bids will be opened for verification of receipt of payment towards document fee and EMD. The bidders will be able to view it on their computers after opening of the same.
- 5.3 On verification of the supporting documents as per requirement of the tender, technical qualification of the bidders will be assessed. Technically qualified bidders will be communicated the date and time of on-line opening of price bids by fax or telephone or email or SMS. However, all the bidders will be able to view the price bids on-line on their computers as well.

**5.4 Evaluation of the Price Bid:**

**A. Work of Lignite Mining, Loading and Dispatch of 68 Lac MT:**

For tender evaluation, total rate and Input Credit to be available to GMDC under GST shall be determined. This will be based on two components as a package namely, Work

Component (Excluding Diesel) and Diesel Component for the work of Lignite Mining and Loading and Dispatch into consumer truck/dumper and/or dumpers/trucks of contractor itself and/or trucks/dumpers of other contractor leading to stack yard/power plant. Price of the Diesel in Rs/Ltr. shall be taken as landing cost of the diesel procured by the GMDC at the Project for their own use on date of uploading of the tender document or as landing cost of the diesel at the Project provided by the supplier on date of uploading of the tender document.

**B. Rate quoted for the below mentioned works shall also be considered for Evaluation of the Price Bid:**

- i. Transportation & Unloading of** Raw lignite from mines face to Stack yard: (One way distance ranges from 1.50 Km to 5.00 Km) = 24 Lac MT
- ii. Loading of-**
  - (a) Lignite into consumer's truck from Lignite Stack yard by deploying excavator/loader = 24 Lac MT
  - (b) Bentonite from Dump/Stack yard in to Consumer's trucks = 5.00 Lac MT.

**Example:**

S. No.	Description	Estimated Qty. (Lac MT)	Unit	Bidder-A		Bidder-B	
				Rate in Rs. per Unit	Amount in Lac Rs.	Rate in Rs. per Unit	Amount in Lac Rs.
1	Lignite Mining, Loading & Dispatch including ancillary activities						
A	Work Component (Excluding Diesel):	68.00	MT	100.00	6800.00	120.00	8160.00
B (i)	Diesel Component:		Litre per MT	2.00		2.20	
(ii)	Price of Diesel as on date of uploading of the Tender Document i.e. 11/09/2017		Rs per Litre	60.08		60.08	
B = (i X ii)	Diesel Component in Rs/MT	68.00		120.16	8170.88	132.18	8988.24
	<b>Total Rate in Rs/MT (A + B) &amp; Amount</b>		<b>MT</b>	<b>220.16</b>	<b>14970.88</b>	<b>252.18</b>	<b>17148.24</b>

2	Transportation & Unloading of Raw lignite from mines face to Stack yard including ancillary activities: (One way distance ranges from 2.50 Km to 5.00 Km)	24.00	Rs./MT	10.00	240.00	12.00	288.00
	<b>Total Amount of Item at Sr. No. 2</b>				<b>240.00</b>		<b>288.00</b>
3	Work of Loading including ancillary activities:						
(a)	Lignite into consumer's truck from Lignite Stack yard by deploying excavator/loader	24.00	Rs./MT	10.00	240.00	9.00	216.00
(b)	Bentonite from Dump/Stack yard in to Consumer's trucks	5.00	Rs./MT	10.00	50.00	9.00	45.00
	<b>Total Amount of Item at Sr. No. 3 (a) &amp; (b)</b>				<b>290.00</b>		<b>261.00</b>
	<b>Total Amount of Item at Sr. No. 1, 2 &amp; 3</b>				<b>15500.88</b>		<b>17697.24</b>
	<b>Bidder Position</b>				<b>L1</b>		<b>L2</b>

- C. L1 contractor may be called for negotiation.
- D. To assist in the scrutiny, evaluation and comparison of bids, GMDC may, at its discretion, seek from any or all bidders, clarification(s) on his/their Bids, including technical information, documents and materials after the Technical Bid Opening but before opening of the Price Bid (part-II). The request for clarification and response shall be in writing or by fax, but no change in the final price or substance of the bid shall be permissible.

**6. Price Bid:**

6.1 GMDC proposes to award the Work of Lignite Mining, Loading and Dispatch **mentioned in the Price Bid Form-AA at 1 (A) & (B)** and Bidders shall quote their rates into two Components as under:

**A. Work Component:**

Work Component in Rs per MT of Lignite Dispatch which includes excavation, transportation and unloading of OB/IB up to dump, dozing, spreading, leveling, dust suppression, road formation, excavation and loading of lignite in to consumer trucks/dumper and/or dumpers/trucks of contractor itself and/or trucks/dumpers of other contractor leading to stack yard/Power plant and all related ancillary activities for the

work of Lignite Mining & Loading & Dispatch under turnkey mining contract excluding the cost of diesel.

**B. Diesel Component:**

Diesel required in Litre per MT of Lignite Dispatch which includes excavation, transportation and unloading of OB/IB up to dump, dozing, spreading, leveling, dust suppression, road formation, excavation and loading of lignite in to consumer trucks/ dumper and/or dumpers/trucks of contractor itself and/or trucks/dumpers of other contractor leading to stack yard/Power plant and all related ancillary activities for the work of Lignite Mining & Loading & Dispatch under turnkey mining contract

6.2 GMDC proposes to award the **works of transportation of lignite mentioned in the Price Bid Form-AA at 2 and loading of lignite/bentonite mentioned in the Price Bid Form-AA at 3 (a) to (b)**. Contractors shall quote their firm rates for these activities.

6.3 While submitting the price bid electronically, Bidders are requested to quote their Rate in Rupees per MT for Work Component and Litre per MT for Diesel Component for the **Work of Lignite Mining, Loading and Dispatch mentioned in the Price Bid Form-AA at 1 (A) & (B)** , Rupees per MT for the **works of transportation of lignite mentioned in the Price Bid Form-AA at 2 and for the work of loading mentioned in the Price Bid Form-AA at 3 (a) to (b)** as under:

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

S. No.	Description	Estimated Qty. (Lac MT)	Unit	Rate in Rs. per Unit	Amount in Lac Rs.
(1)	<b>Lignite Mining, Loading &amp; Dispatch including ancillary activities:</b>				
A	Work Component (Excluding Diesel):	68	Rs./MT		
B (i)	Diesel Component:		Litre per MT		

(ii)	Price of Diesel as on date of uploading of the Tender Document i.e. 11/09/2017		Rs per Litre	60.08	
<b>B = (i X ii)</b>	Diesel Component in Rs/MT	68	Rs./MT		
	<b>Sub-Total Rate in Rs/MT (A + B) &amp; Amount</b>		<b>Rs./MT</b>		
(2)	<b>Transportation &amp; Unloading of Raw lignite from mines face to Stack yard including ancillary activities : (One way distance ranges from 1.50 Km to 5.00 Km)</b>	24	Rs./MT		
	<b>Sub-Total Amount of Item at Sr. No. 2</b>				
(3)	<b>Work of Loading including ancillary activities:</b>				
(a)	Lignite into consumer's truck from Lignite Stack yard by deploying excavator/loader	24	Rs./MT		
(b)	Bentonite from Dump/Stack yard in to Consumer's trucks	5.00	Rs./MT		
	<b>Sub-Total Amount of Item at Sr. No. 3 (a) &amp; (b)</b>				
	<b>Grand Total Amount of Item at Sr. No. 1, 2 &amp; 3</b>				

**Rate includes all taxes except Goods and Service Tax (GST).**

- 6.4 There shall be no Escalation/Payment/adjustment on account of Work Component for the work of Lignite Mining & Loading & Dispatch.
- 6.5 There shall be no reimbursement on the cost of diesel to be consumed for any other related ancillary activities including OB/IB removal for lignite exposure and nallah diversion works.
- 6.6 The requirement of the works of transportation of lignite and loading of lignite/bentonite mentioned above in the table and its quantities are indicative only and may vary as per the

actual requirement of the works and Contractor shall have to carry out the same works for the increased/decreased quantities if any at the finalized rates.

- 6.7 In case of any increase or decrease in quantities or non execution of works above, there shall be no compensation/adjustments to the Contractor.
- 6.8 To carry out the work described in the scope of work for the above other works mentioned in the Price Bid Form-AA at (2), 45% of initial contract rate shall be treated as diesel component in case of any increase / decrease in price of diesel with respect to the frozen rate of diesel = Rs.60.08 per Litre (as on the date of uploading of the Tender Document i.e.11/09/2017), the contract rate of above other works mentioned at (2) shall be increased / decreased as per the following formula. No escalation on any other account will be paid or considered by GMDC.

$$NR = IR \{(0.45x NDP / FDP) + 0.55\}$$

Where, NR = New Rate in Rs. Per MT

IR = Initial Rate in Rs. Per MT

NDP = New Diesel Price in Rs. Per liter

FDP= Frozen Diesel Price=Rs.60.08 Per liter. (as on the date of uploading of the Tender Document i.e. 11/09/2017)

There shall be **no Escalation/Payment/adjustment in agreed rate during the contract period on any account including in case increase/decrease in Oneway distance** for the above other works mentioned in the Price Bid Form-AA at (2).

- 6.9 To carry out the work described in the scope of work for the above other works mentioned in the Price Bid Form-AA at (3) (a) to (b), 30% of initial contract rate shall be treated as diesel component in case of any increase / decrease in price of diesel with respect to the frozen rate of diesel = Rs.60.08 per Litre (as on the date of uploading of the Tender Document i.e. 11/09/2017), the contract rate of above other works mentioned in the Price Bid Form-AA at (3) (a) to (b) shall be increased / decreased as per the following formula. No escalation on any other account will be paid or considered by GMDC.

$$NR = IR \{(0.30 \times NDP / FDP) + 0.70\}$$

Where, NR = New Rate in Rs. Per MT

IR = Initial Rate in Rs. Per MT

NDP = New Diesel Price in Rs. Per liter

FDP= Frozen Diesel Price=Rs.60.08 Per liter. (as on the date of uploading of the Tender Document i.e. 11/09/2017)

- 6.10** Lignite shall be mined out and loaded into consumer's trucks/dumpers or dumpers of contractor itself or dumpers/trucks of other contractor. Payment for the works of Lignite Mining Loading & Dispatch will be made to the contractor based on the actual quantity of Lignite Mining and Loading and Dispatched into consumer's truck and/or dumpers of contractor itself and/or dumpers/trucks of other contractor leading to stack yard being weighed at GMDC's weighbridge. **No Separate payments shall be made for Overburden/inter burden Removal work, excavation for nallah diversion work and other ancillary work carried out by the Contractor.**
- 6.11** The bidders are required to quote the rates strictly as per the terms and Conditions mentioned in the contract. Any conditional tender will not be entertained and may be summarily rejected. Rate quoted shall remain valid for 120 days from the date of opening of the technical bid, which shall be deemed extended unconditionally for further period of 90 days, if GMDC requires it.
- 6.12 The payment for the works of transportation of lignite and loading of lignite/bentonite mentioned in the Price Bid Form-AA at (2) and (3) (a) to (b) shall be made on the basis of actual quantity of lignite/bentonite as per weighment made at the weighbirdges provided by GMDC for the respective work.
- 6.13 The GMDC shall have no liability of payment to the Contractor if the lignite dispatch falls below the anticipated targets given for excavation. Under no circumstances Contractor cannot seek payments for the work of removal of OB/IB, which is undertaken to meet the market demand of lignite dispatch.
- 6.14 The Agreed Rate for the 'Work Component' of Lignite Mining & Dispatch work and other works as explained shall remain valid for the entire period of the contract. There shall be no

Escalation/Payment/adjustment on account of Work Component for the work of Lignite Mining & Loading & Dispatch.

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

**6.16 GOODS & SERVICE TAX (GST):**

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

**C. ACCEPTANCE OF LETTER OF INTENT AND PAYMENT OF SECURITY DEPOSIT:**

GMDC, on acceptance of the offer, will issue Letter of Intent to the Contractor; who will be required to confirm its acceptance of the LOI within 7 days of its receipt. If it does not accept the LOI within stipulated time period, the amount of the EMD paid will be forfeited and necessary further actions may be initiated as may be deemed fit by the GMDC. Contractor shall submit the Security Deposit in the manner prescribed in clause no.2 of Chapter No-VI of the Tender Document within 15 days of submission of its acceptance of LOI, In case of failure the amount of EMD will be forfeited and necessary further actions may be initiated as may be deemed fit by the GMDC.

**D. CONTRACT AGREEMENT AND COMMENCEMENT OF WORK:**

- a. The Contractor, along with the payment of Security Deposit, will enter into a contract/ agreement with the GMDC on appropriate Stamp Paper (to be provided by the Contractor) in

token of acceptance of the terms and conditions of the contract, within 45 days of submission of its acceptance of LOI. In case of any necessity arising after executing the agreement and during the execution of the work, which requires alteration/modifications in the agreement, the same can be made after mutual understanding and consent of both the parties. The Contractor will have to start the work as per the Scope of work mentioned in the tender document within 45 days from the date of acceptance of LOI. In case of failure to commence the work within the above mentioned period, the contract may be terminated, at the discretion of GMDC.

- b. The basic/refresher training of the contractor employees required under MVTR 1966 will be imparted at GMDC's GVTC free of cost. During the course of training, if the performance of any contractor employee is found unsatisfactory then the contractor will not engage such employee in the mine. If for the purpose of special training the contractor employees will be referred to any other institution/training centre then the cost of the training shall be borne by the contractor. The Contractor shall ensure that the training of their employees completes before commencement of the work. The Contractor(s) will also organize at their own cost medical examination of their manpower, to be deployed in the mine as per DGMS norms.

**E. GENERAL:**

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

**F. CORRIGENDUM:**

Corrigendum if any shall be uploaded on <https://nprocure.com> only. Please note that there is no provision to take out the list of parties downloading the tender document from the above referred websites. As such contractors are requested to see the website once again before due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigendum, if any, will be that of the downloading parties. No separate intimation in respect of corrigendum will be sent to contractors who down loaded the tender document from the website as information in this respect will not be available to websites.

**CHAPTER - III**

**INSTRUCTION TO CONTRACTORS FOR ONLINE TENDERING**

1. Tender documents are available only in electronic format which Contractors can download from the website [www.gmdcltd.com](http://www.gmdcltd.com) and <https://gmdc.nprocure.com>
2. **All bids (Preliminary, technical and price bid) should be submitted online through the website <https://gmdc.nprocure.com> only. No physical submission of price and technical bid will be entertained as it should be furnished on-line only. Also no fax, e-mail, letters will be entertained for bidding the same.**
3. Following should be submitted 'off-line' in sealed covers separately at our Corporate Office, Khanij Bhavan, 132 Ft Ring Road, Vastrapur, Ahmedabad.
  - A. Document Fee,
  - B. E.M.D.
  - C. Supporting Documents for Technical Bid.
4. Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n) code solutions- a division of GNFC Limited, who are licensed Certifying Authority by Government of India at address mentioned below at clause 5.
5. All bids should be digitally signed. For details regarding digital signature certificate and related training involved at the below mentioned address should be contacted:

(n)Procure Cell

(n)Code solutions A division of GNFC

403, GNFC Info-Tower, Bodakdev,

Ahmedabad- 380 054 ( India )

Tel : +91 26857316/17/18 Fax : +91 79 26857321

Toll Free : 1800-233-1010

E-mail: [nprocure@gnvfc.net](mailto:nprocure@gnvfc.net)

6. Kindly take note that, valid Digital Signature Certificates is must for all the interested bidders. Online tendering process is not possible without valid digital signature certificate.
7. Interested bidders are also requested to complete their procedure for taking digital signature certificate in respect to filling of application form, supporting documents with necessary fees at least 3 days before last date of tender submission.
8. (n)code solutions reserves the rights to issue digital signature certificate after verification of application forms / supporting documents submitted by bidder. (N) Code solutions are fully authorized to issue digital signature certificate to contractors.
9. All the bidders who have no facility to participate in on-line tenders are requested to contact (n) code solutions for the same.
10. Free vendor training camp will be organized every Saturday between 4.00 to 5.00 P.M. at (n) code solutions-A Division of GNFC Ltd., bidders are requested to take benefit of the same (Advance Confirmation to (n) code is requested).
11. All the correspondence in respect to training, support or digital signature certificate should be addressed to (n) code solutions directly on the above mentioned address

## Chapter IV

**CRITERIA FOR EVALUATION OF TECHNICAL BIDS****1. EXPERIENCE:**

1.1 The bidders should have following minimum experience of having successfully completed similar works during last 7 (seven) years up to 31/03/2017:

- A. Three similar completed works, each having quantity of 70 Lac M<sup>3</sup> (or equivalent tonnage) annually or
- B. Two similar completed works, each having quantity of 88 Lac M<sup>3</sup> (or equivalent tonnage) annually or
- C. One similar completed work having quantity of 140 Lac M<sup>3</sup> (or equivalent tonnage) annually.

1.2 Similar works means the bidders should have experience in successful opencast mining operations including excavation, overburden removal and/or mining of minerals only as per example given below:

**Example:**

Contra ctor	Year (Qty. in Lac M <sup>3</sup> )							Remark
	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	
<b>A</b>		70		70	70			Qualified
<b>B</b>			36			40	33	Not Qualified
			34			30	37	
<b>Total</b>			70			70	70	
<b>C</b>			88			88		Qualified
<b>D Total</b>		43		46				Not Qualified
		45		42				
		88		88				
<b>E</b>					140			Qualified
<b>F Total</b>						75		Not Qualified
						65		
						140		

1.3 Bidders shall submit the details of work completed as per FORM C1 and FORM C2 as provided in the Tender Document.

**2. Financial Criteria**

- A. Bidders must have a Minimum Net Worth of Rs.29 Crore as on 31/03/2017.
- B. Bidders must have a Minimum Average Turn Over of Rs.115 Crore for financial year of 2014-15, 2015-16 and 2016-17.
- C. Bidders must have a Minimum Working capital of Rs.23 Crore as on 31/3/2017.

**3. OWNERSHIP OF MACHINERY / EQUIPMENT:**

3.1 The Bidders should directly own, possess and shall have spare capacity to be in a position to readily deploy following heavy earthmoving machinery and service equipments (crawler mounted hydraulic excavator as per norms given below) while submitting the offer for removal of Overburden, Inter burden, Excavation and/or Loading of Lignite. A certificate from Chartered Accountant regarding ownership of the following machinery shall be submitted:-

- (a) The total bucket capacity in combination of hydraulic excavators of 2 M<sup>3</sup> and above bucket capacity should not be less than 21 M<sup>3</sup>
- (b) The total capacity in combination of dumpers of 35T and above capacity should not be less than 890T for lignite mining and loading.
- (c) Dozer of minimum 165 HP – Minimum 2 No.
- (d) Motor/Road Grader – Minimum 1 No.
- (e) Water Sprinkler/Tanker of minimum 18 KL capacity – Minimum 2 Nos.

3.2 Contractor has to deploy following machinery including 4 Nos. of 4.50M<sup>3</sup> capacity excavators & 16 Nos. of 50T capacity dumpers within 12 months from date of issue of LOI.

Excavator of Bucket Capacity: 4.50M <sup>3</sup> - 4 Nos. 3.0 M <sup>3</sup> - 7 Nos. 1.2 M <sup>3</sup> - 2 Nos.
Dumpers Capacity: 50 T - 16 Nos. 35 T - 28 Nos.
Dozer of minimum 165 HP – 4 Nos.
Motor/Road Grader – 2 No.
Water Sprinkler/Tanker of minimum 18 KL capacity- 4 Nos.

3.3 LD shall be imposed @ Rs.1,00,000/- (Rupees one lac only) per week or part thereof, in case the above required set of machinery are not deployed within stipulated time of 12 months from date of issue of LOI. However, in case the Contractor achieves the assigned targets without deploying the above capacity machineries including 4 Nos. of 4.50 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. GMDC may terminate the contract or take the decision as deemed fit in case of non deployment of set of above machinery within stipulated time of 12 months from date of issue of LOI. The Contractor shall have to deploy additional equipment, if required, to meet the assigned targets set forth by GMDC. Machineries having higher capacity /efficiency than the above list can be inducted by the contractor after getting consent of the project authority.

#### **4. Bid Capacity**

4.1 Bidders who meet the minimum qualifications criteria will be qualified only if their available bid capacity is more than the Tendered Value of the work. The available bid capacity will be calculated as under:

Assessed Available Bid capacity= (A x N x 2 - B)

Where,

A = Maximum Financial Turnover in any one financial year during the last

Five financial years ending 31<sup>st</sup> March, 2017

Maximum Turnover Rs. \_\_ crore in the Year \_\_ (i)

No. of days from the next day of last date of Financial Year in which maximum turnover

Up to date 31/03/2017 = \_\_ Days

Turnover up dated to present level @ 5% per Year =

\_\_\_\_ (Max. Turnover) x 5% x Days (ii)

Turnover updated as = A = (i) + (ii) = Rs. \_\_ Crore + Rs. \_\_ Crore = Rs. \_\_ Crore.

N = Number of years prescribed for completion of the works for which bids

Are invited (Completion period in days/365).

B = Value at present price level, of existing commitments and ongoing works to be completed

during the next 60 months (period of completion of works for which bids are invited)

**Example: Bid capacity Assessment:**

YEAR	TURNOVER (in Rs.Crore)
2012-13	300
2013-14	350
2014-15	380
2015-16	385
2016-17	400

**A:** Maximum Turnover Rs. 400 Crore in the year 2016-17.

Turnover as = A = Rs.400 Crore

**N:** 5 years i.e. Contract period

**B:** Existing Commitments:

i. Work-P = Rs.150 Crore

ii. Work-Q = Rs.100 Crore

B1. Sub-Total (P+Q) = Rs. 250 Crore

**B:** Ongoing works to be completed during the next 60 months:

i. Work-R = Rs.275 Crore

ii. Work-S = Rs.225 Crore

B2. Sub-Total (R+S) = Rs.500Crore

Grand Total = B1 + B2 = Rs.750 Crore

**AVAILABLE BID CAPACITY = (A x N x 2 – B)**

**= (400 X 5 X 2 – 750)**

**=Rs.3250 Crore**

**Estimated Tendered Value of the work = Rs.602 Crore.**

**Contractor qualifies in Bid Capacity criteria.**

**5. CONSORTIUM / JOINT VENTURE:**

- 5.1 The invitation for bid is open to all bidders including an individual, proprietorship firm, and partnership firm, company or a Joint Venture having eligibility to participate as per eligibility criteria stipulated in this para as described below.
- 5.2 Joint Venture: Two companies/bidders may participate in the tender as Joint Venture (JV) subject to condition that each JV Partner shall have not less than 40% share in equity in the Joint Venture Company/ Consortium.
- 5.3 One of the partners responsible for performing a key component of the contract shall be designated as Lead Partner. This authorization shall be evidenced by a Power of Attorney signed by legally authorized signatories of all the partners.
- 5.4 Joint Ventures must comply the minimum qualification requirements as under:
  - A. The Qualifying Criteria regarding Experience as mentioned in Clause No.1 of Chapter No-IV of the Tender Document must be met by the Lead Partner only.
  - B. Qualification criteria regarding Financial, Ownership of Machinery, Bid Capacity etc. mentioned in Chapter No. IV of the Tender Document must be met by the Bidding Consortium/ Joint Venture Company collectively.
- 5.5 The formation of Joint Venture or change in the Joint Venture character/partners after submission of the bid and any change in the bidding regarding Joint Venture will not be permitted. In the interest of work to be awarded in exceptional and rare circumstances, GMDC may revise the constitution of Joint Venture/Consortium.
- 5.6 Joint Venture Agreement should legally bind all partners jointly and severally.
- 5.7 A party can be a member in only one joint Venture company. Bids submitted by other Joint Venture Companies including the same party as member will be rejected.
- 5.8 The JV Agreement must include the relationship between joint venture partners in the form of JV Agreement to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the joint venture. Such JV Agreement

must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.

- 5.9 The JV Agreement must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture and the entire execution of the contract shall be done with active participation of the Lead Partner.
- 5.10 The contract agreement should be signed jointly by each Joint Venture Partners.
- 5.11 The JV agreement must specify the share of each individual partner for the purpose of execution of this contract. This is required only for the sole purpose of apportioning the value of the contract to that extent to individual partner for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that tender.
- 5.12 Notwithstanding anything to the contrary contained herein and without prejudice to any of the rights or remedies of GMDC, a Consortium shall be disqualified and its proposals dropped from further consideration for any of the reasons listed below:
- A. Misrepresentation by any member of the Joint Venture in the Proposal for Qualification.
  - B. Failure by the member of the Consortium/ Joint Venture to provide necessary and sufficient information as required and asked for in the Bid Document.
  - C. A winding up/ insolvency or other proceedings of a similar nature is pending against the Joint Venture or a receiver has been appointed for the assets of such members of Joint Venture/ Consortium.
  - D. If any member of the joint Venture/ Consortium is shown as a member in another consortium or as a individual Contractor.
  - E. If any member of the Joint Venture/ Consortium debarred by Government companies from participation in contracts/ bids/ tenders.

**6. ACCEPTANCE OF GENERAL TERMS AND CONDITIONS:**

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

**7. EMD**

A non-interest bearing Earnest Money Deposit of Rs.2.50Crore(Rupees Two Crore fifty Lac only) shall be paid along with the tender, enclosed with Technical Bid documents in seal cover super scribed "TECHNICAL BID", inform of Crossed Demand Draft in favour of GMDC Ltd. payable at Ahmedabad from banks approved by Govt. of Gujarat from time to time(except Co-Operative bank) or Fixed deposit receipt issued by banks approved by Govt. of Gujarat from time to time(except Co-Operative bank), duly pledged to GMDC valid for a period of not less than 6 (six) months from the date of opening of preliminary bid or Bank Guarantee issued by banks approved by Govt. of Gujarat from time to time(except Co-Operative bank) in the form and manner acceptable to the GMDC valid for a period of not less than 6 (six) months from the date of opening of preliminary bid. Any tender submitted without Earnest Money Deposit in the desired form or inadequate amount of EMD shall be summarily rejected and no claim shall be entertained on such rejected tenders. List of the banks approved by Govt. of Gujarat is as per **Annexure- II.**

**8. DECLARATION**

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

**9. BLACK-LISTING OF THE CONTRACTOR:**

The bidder or its directors had not been black listed by any Government Organization, nor should any litigation be pending against any of them. The bidder will submit a declaration to this effect as per the format provided in FORM O of the Tender Document. If at any time such declaration is found false, the bid will be rejected or if the contract work is already awarded, it will be terminated forthwith without payment of any compensation and the EMD/SD will be forfeited.

**10. SITE VISIT CERTIFICATE:**

The contractor should give a declaration of site visit as per the format provided in FORM M of the Tender Document.

**Chapter V**  
**MINING SCHEME**  
**Part I**  
**GEOLOGY OF THE DEPOSIT**

**1. LOCAL GEOLOGY:**

- 1.1 During earlier geological investigations for Bentonite taken up by the DGM for the field seasons 1972-73 and 1973-74, contamination of lignite was reported at Khadsalia village of Ghoga Taluka and Bhavnagar District. Hence, further investigation of lignite occurrences was taken up in lignite basin of Bhavnagar District. Total about 255 Bore-Holes were drilled by different contractors in block-A of Mining Lease area.
- 1.2 The average geological formations encountered in the area during the course of drilling are (from bottom to top). Deccan trap, laterite, bentonite, sandstone, grey to greenish clay, lignite, conglomerate, marl, variegated shale, compact hard clay, grit, fossiliferous conglomerates, sandy clay, ferruginous sandstone, agate bearing conglomerate, sand alluvium (top soil). On the basis of drilling data the local stratigraphic succession is established as under :-

<u>FORMATIONS</u>	<u>LITHOLOGY</u>	<u>AGE</u>
Recent Deposits	Soil & Alluvium Coastal dunes & beach sands	Recent & Sub-recent
-----UNCONFORMITY-----		
Agate Conglomerate (Lakhanka formation)	Agate bearing conglomerates ferruginous sandstones and loose sand	Pleistocene to Sub-recent
-----UNCONFORMITY-----		
Piram beds	Fossiliferous conglomerates Grits and sandy clays	Uppermost Miocene to Pliocene
-----UNCONFORMITY-----		
Gaj formation	Variegated shales with gypsum veinlets, compact hard clays and sandstones, marls & Conglo-	Lower Miocene

	merates.	
-----UNCONFORMITY-----		
Khadsaliya Clays	Grey to greenish grey clays sandstone, Lignite with or without siderite nodules.	Eocene
-----UNCONFORMITY-----		
Supratrappean	Bentonite, laterite and reworked bentonitic clays	Lower Eocene
-----UNCONFORMITY-----		
Deccan Trap	Plutonic masses and dykes intrusive in the trap flows	Cretaceous to Eocene

## 2. OVERBURDEN

The overburden formation in the selected block is covered under blanket of recent formation includes alluvium and beach sands. The alluvium comprises of dark coffee colored sandy and silty clay and constitutes the top portion of the overburden in most part. The litho units in overburden strata are affected by gentle folding and faulting caused due to the regional movement along the major faults and overburden strata have been found minutely disturbed almost throughout the area. The overburden thickness varies from 30 mtr. to 123 mtr.

## 3. LIGNITE

The average thickness of lignite seams varies from 0.30 mtr. to 13.72 mtr.

## 4. PHYSIOGRAPHY AND DRAINAGE PATTERN

Topographically the area has moderate relief, though the area is part of coastal plain extending from sea to inland. A number of outcrops of sand stone and conglomerate stand out as small low-lying mounds in the area. The minimum and maximum elevations of the collars of exploratory boreholes are 12.29 m. and 36.32 m. above MSL. The area is characterized by gently flat terrain with alluvial cover mostly.

**5. SURFACE WATER :**

The average rainfall of Bhavnagar & Ghogha Taluka is about 600 mm to 700 mm. However, the rainfall observed in the recent past year 2013 is 1579 mm. There are no perennial rivers or major surface water body within the proposed lignite field or mining lease area. The only river of significance which flows on southern side of the lignite mining area of Surkha (N) block is Malesari river which enters gulf of Cambay near the village of Hathab. However, this is a seasonal river and is dry most of the period except during monsoon but there are small Nallahs passing through proposed mining area which are dry most of the period except in monsoon. All these Nallahs are proposed to be diverted as per alignment shown in the plate No- 1 and as directed by GMDC.

**PART- II**  
**MINING**

**1. SCOPE OF WORK:**

- 1.1** The Contractor will carry out removal of overburden; inter burden, Excavation & Loading of Lignite in to consumer trucks/dumpers and/or dumpers/trucks of contractor itself and/or trucks/dumpers of other contractor leading to stack yard/power plant from mines working face as directed by GMDC and all ancillary activities by mechanized opencast mining method by deploying Hydraulic Shovels/excavators – dumper combination and other service equipments only.
- A. Lignite Mining, Loading and Dispatch into consumer trucks/dumpers and/or dumpers/trucks of contractor itself and/or trucks/dumpers of other contractor for the following quantities:
- i. **68 Lac MT** (approximately) in the proposed area as shown in plate no-1 (washed area in yellow color).
  - ii. Balance quantity of unexposed lignite (i.e. other than the exposed lignite, if any) available after completion of the contract of existing contractors in their contract area as shown in plate no-1 (washed area in violate color).
  - iii. 22 Lac MT (approximately) may available after shifting of two religious structures as shown in plate no-1 (washed area in light green color).
- B. Overburden / inter burden Removal work for the following quantities:
- iv. **878 Lac M<sup>3</sup>** (approximately) in the proposed area as shown in plate no-1 (washed area in yellow color).
  - v. Balance quantity of OB/IB available after completion of the contract of existing contractors in their contract areas of North plot & South plot as shown in plate no-1 (washed area in violate color).
  - i. **198 Lac M<sup>3</sup>** (approximately) may available after shifting of two religious structures as shown in plate no-1 (washed area in light green color).

**Excavation work to prepare the Diversion channel of Nallah:**

Diversion channel D1, D2 and D3 to be prepared by excavation as shown in the plate No-1:

Total Estimated Quantity of Excavation = **13.150 Lac M<sup>3</sup>**

**All Diversion channels shall be prepared in the 1<sup>st</sup> year of the working.**

**Payment to the contractor shall be made on lignite dispatch only. No payment shall be made on Overburden / inter burden Removal work to carry out lignite mining and for the work of preparation of Diversion channels D1, D2 and D3 of Nallah.**

- C. Following all other works are also likely to be executed with the main work of Turnkey Mining Contract work for which contractors have to quote the rate in the prescribed format online only. The requirement of the works and its quantities are indicative only and may vary as per the actual requirement of the work. Quantities mentioned for all other works may increase/decrease at the time of actual requirements and Contractor shall have to carry out the other works for the increased/decreased quantities if any. In case of any increase or decrease in the quantities or non execution of the any or all the works mentioned below, there shall be no compensation/adjustments to the Contractor:

**i. Transportation & Unloading of** Raw lignite from mines face to Stack yard: (One way distance ranges from 1.50 Km to 5.00 Km) = 24 Lac MT

**ii. Loading of-**

(a) Lignite into consumer's truck from Lignite Stack yard by deploying excavator/loader = 24 Lac MT

(b) Bentonite from Dump/Stack yard in to Consumer's trucks = 5.00 Lac MT.

- iii. Any exposed lignite left by the existing contractors in their contract area at the end of their contract period shall be excavated and dispatched by the new contractor at appropriate rate decided by GMDC based on the rate quoted in the recent tender of Panandhro. At the end of the contract period of the existing contractors, the quantity of lignite if any left exposed by the existing contractors shall be the property of GMDC. New contractor will carry out the work of excavation and loading of the same exposed lignite in to consumer's trucks/dumpers or other contractor's dumpers/trucks or dumpers/trucks of itself for which the payment shall be made at rate decided by GMDC based on the rate finalized in the recent tender of Panandhro for the actual dispatched

quantity. Finalized rate in recent tender of Panandhro for the work of excavation and loading of lignite is as under:

- i. Work Component = Rs. 4.70 Per MT.
- ii. Diesel Component = 0.150 Liter per MT.

The cost of the diesel will be paid for the quantity of diesel finalized as per above mentioned diesel component on monthly basis by considering 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.

- 1.2** The equipment deployed by the Contractor for carrying out the work shall be such as to ensure minimum yearly quantities of work carried out as per monthly and yearly schedule target. The annual quantities of all works are given in the Table-1 & Table-2. The monthly schedule will also be provided by the project office.

**TABLE -1**

**Schedule of OB/ IB removal, Excavation & Lignite Dispatch and Excavation for Nallah Diversion Work**

<b>Year</b>	<b>Total OB + IB Removal in Lac M<sup>3</sup></b>	<b>Lignite Dispatch in Lac MT</b>	<b>Stripping Ratio w.r.t. Lignite Dispatch</b>	<b>Balance Exposed Lignite at the End of the Year</b>	<b>Additional Total OB/IB Excavation for Nallah Diversion(D1,D2 &amp; D3) in Lac M<sup>3</sup></b>
<b>1<sup>st</sup></b>	110.00	8.00	13.75	0.50	13.150
<b>2<sup>nd</sup></b>	200.00	15.00	13.33	1.00	0.00
<b>3<sup>rd</sup></b>	200.00	15.00	13.33	1.50	0.00
<b>4<sup>th</sup></b>	200.00	15.00	13.33	2.00	0.00
<b>5<sup>th</sup></b>	168.00	15.00	11.20	0.00	0.00
<b>Total</b>	<b>878.00</b>	<b>68.00</b>	<b>12.91</b>	<b>0.00</b>	<b>13.150</b>

**Schedule given in the above table is tentative and may change in case of necessity of the production and situation like market demand, requirement of power plant of BECL etc. prevailing at the time of production.**

**Schedule given in the above table may change after completion of the contract of the existing contractors and also after the shifting of two religious structures. Revised schedule shall be binding to the contractor.**

**Note: -**

- iv. Specific gravity of Lignite considered 1.25
- v. Lignite seam having thickness less than 0.30 mtr. not considered in the estimation of quantity of lignite.
- vi. The information provided above is our estimate only and indicative only.
- vii. Lignite quantity estimation is based on borehole litholog as per Annexure-I.
- viii. Turnkey mining contract work is going on by the existing contractors as shown in the plate-1 in the violate color washed area within contract boundary till 31/12/2018 or till completion of their contract period. The balance qty. of Lignite and OB/IB available as on 01/06/2017 within the contract boundary of existing contractors are estimated as **33.893 Lac MT and 251.07 Lac M<sup>3</sup>**. Mining by the existing contractors will continue within their contract boundary till completion of their contract period.
- ix. Total Estimated quantity of OB/IB removal & Lignite of the Identified Block as shown in plate no-1 in the yellow washed area is about 878 Lac M<sup>3</sup> & 68 Lac MT respectively for new contractor. The estimated stripping ratio of the area is 1:12.91. Bidders shall quote the rate for the work of Lignite Mining Loading & Dispatch considering the quantities 878 Lac M<sup>3</sup> & 68 Lac MT of OB/IB removal & Lignite respectively.

Two religious structures as shown in the plate-1 in the light green washed area are lying adjacent to the proposed working area. To extract the maximum lignite, it is proposed to shift these two religious structures elsewhere outside so that the working can be extended and maximum lignite production can be achieved. For shifting of these two religious structures mutual negotiation with local villagers by GMDC is under progress. Considering shifting of these two religious structures, the estimated additional quantity of OB/IB removal & Lignite which may available in the Identified Block as shown in plate no-1 light green washed area is about 198 Lac M<sup>3</sup> & 22 Lac MT respectively for new contractor.

- x. Contractor has to carry out the work in the proposed area washed in the yellow colour and shall also have to carry out the work in the balance area left if any, of the existing working contractors area washed in violate color area in the plate no.1 as directed by the GMDC on priority to maintain the sequence of the mining operations for the lignite production during the contract period of five years.
- xi. At the end of the contract period of the existing contractors, the quantity of lignite if any left exposed by the existing contractors shall be the property of GMDC. New contractor will carry out the work of excavation and loading of the same exposed lignite in to consumer's trucks/dumpers or other contractor's dumpers/trucks or dumpers/trucks of itself for which the payment shall be made at rate decided by GMDC based on the rate finalized in the recent tender of Panandhro for the actual dispatched quantity. Finalized rate in recent tender of Panandhro for the work of excavation and loading of lignite is as under:
  - iii. Work Component = Rs. 4.70 Per MT.
  - iv. Diesel Component = 0.150 Liter per MT.

The cost of the diesel will be paid for the quantity of diesel finalized as per above mentioned diesel component on monthly basis by considering 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.

- xii. Net available quantity of lignite with OB/IB removal in the violate color washed contract area left out by existing agency at the end of their contract period shall be reassessed by deducting the actual quantities of OB/IB and Lignite excavated during the period of 01/06/2017 to till the completion of their contract period from the estimated balance qty. of Lignite 33.893 Lac MT and OB/IB 251.07 Lac M<sup>3</sup>. Such balance available quantities of Lignite with OB/IB within the contract boundary of existing contractors will be added in to the estimated quantities of OB/IB of 878 Lac M<sup>3</sup> and Lignite of 68 Lac MT for the new contractor and revised stripping ratio will be derived for the new contractor at the end of the contract period of the existing contractor. Diesel component and rate of work component for the work of Lignite Mining, Loading and Dispatch quoted by the contractor on the basis of estimated stripping ratio of 1:12.91 will be derived proportionately with the revised stripping ratio and payment for the work of Lignite Mining, Loading and Dispatch shall be made at the revised rate to the new contractor. Payment made prior to this revised

rate shall be reconciled and adjusted immediately as soon as the revised rate for the work of Lignite Mining, Loading and Dispatch is derived. Example for the revised rate is as under:

**Example:**

- A. Estimated Available Quantities in the contracted area of Existing contractors in violate color washed area as on 01/06/2017:

$$\text{OB/IB} = 251.07 \text{ Lac M}^3$$

$$\text{Lignite} = 33.893 \text{ Lac MT.}$$

Quantities excavated during the period 1/06/2017 to completion of the contract of existing contractors:

$$\text{OB/IB} = 106.000 \text{ Lac M}^3$$

$$\text{Lignite} = 15.000 \text{ Lac MT.}$$

Balance Quantities:

$$\text{OB/IB} = 251.07 - 106.000 = 145.07 \text{ Lac M}^3$$

$$\text{Lignite} = 33.893 - 15.000 = 18.893 \text{ Lac MT}$$

**Probability-I:**

**Estimated quantity in the Identified Block for new contractor without shifting of two religious structures:**

$$\text{OB/IB} = 878.00 \text{ Lac M}^3$$

$$\text{Lignite} = 68.00 \text{ Lac MT}$$

$$\text{Stripping Ratio} = 1:12.91$$

Total Quantities Available for New Contractor at the end of the contract period of existing contractors :

$$\text{OB/IB} = 878.00 + 145.07 = 1023.07 \text{ Lac M}^3$$

$$\text{Lignite} = 68.00 + 18.893 = 86.893 \text{ Lac MT}$$

$$\text{Revised Stripping Ratio} = 1:11.77$$

Rate quoted and finalized by the contractor for the Stripping Ratio 1:12.91:

Work Component = Rs.100 per MT.

Diesel Component = 3.00 Liter per MT.

Revised Rate for the Revised Stripping Ratio of 1:11.77:

Work Component =  $(11.77 \times \text{Rs.}100 \text{ per MT})/12.91 = \text{Rs.}91.17 \text{ per MT.}$

Diesel Component =  $(11.77 \times 3.00 \text{ Liter per MT})/12.91 = 2.73 \text{ Liter per MT.}$

**Payment made for the quantities already executed prior to this Revised Rate shall be reconciled and adjusted immediately for the work of Lignite Mining, Loading and Dispatch.**

**Probability -II:**

**Estimated quantity in the Identified Block for new contractor considering shifting of two religious structures:**

OB/IB = 1076.00 Lac M<sup>3</sup>

Lignite = 90.00 Lac MT

Stripping Ratio = 1:11.95

Total Quantities Available for New Contractor at the end of the contract period of existing contractors:

OB/IB = 1078.00 + 145.07 = 1223.07 Lac M<sup>3</sup>

Lignite = 90.00 + 18.893 = 108.893 Lac MT

Revised Stripping Ratio = 1:11.23

Rate quoted and finalized by the contractor for the Stripping Ratio 1:12.91:

Work Component = Rs.100 per MT.

Diesel Component = 3.00 Liter per MT.

Revised Rate for the Revised Stripping Ratio of 1:11.23:

Work Component =  $(11.23 \times \text{Rs.}100 \text{ per MT})/12.91 = \text{Rs.}86.99 \text{ per MT.}$

Diesel Component =  $(11.23 \times 3.00 \text{ Liter per MT})/12.91 = 2.61 \text{ Liter per MT.}$

**Payment made for the quantities already executed prior to this Revised Rate shall be reconciled and adjusted immediately for the work of Lignite Mining, Loading and Dispatch.**

- xiii. Contractor has to carry out the Excavation work for nala diversion channel preparation and the quantity for the same is estimated as 13.150 Lac M<sup>3</sup>. The same work shall be carried out by the Contractor during the 1<sup>st</sup> year of the working for which no payment shall be made to the contractor.
- xiv. In case, at the end of the contract period of new contractor, if the quantity of lignite remains exposed and not dispatched due to the reasons attributed to the GMDC like inadequate booking, non availability of the trucks etc., the payment will be made to the new contractor for exposed lignite at the rate arrived by deducting the prevailing rate of Loading of lignite in to consumer's truck from the prevailing rate of Lignite Mining, Loading and Dispatch of new contractor. Quantity of the exposed lignite will be assessed by the GMDC officials and shall be final and binding to the contractor. Decision of GMDC shall be final and binding to the contractor in this regards.
- xv. In case of any increase or decrease in the available quantity of lignite and OB/IB, decision of the GMDC regarding quantity of lignite and OB/IB finalized shall be bound to the contractor.
- xvi. There shall be no payment/adjustment/compensation on account of variation in the availability of the net quantity of lignite and OB/IB and stripping ratio prior or after revision and finalization of the quantities by GMDC.**
- xvii.** The Contractor shall carry out the other works of Transportation & unloading and Loading as under:
- i. Transportation & Unloading of** Raw lignite from mines face to feeding point of Stack yard: (One way distance ranges from 1.50 Km to 5.00 Km)= 24 Lac MT
- ii. Loading of-**
- (a) Lignite into consumer's truck from Lignite Stack yard by deploying excavator/loader = 24 Lac MT
- (b) Bentonite from Dump/Stack yard in to Consumer's trucks = 5.00 Lac MT.

TABLE -2

**Schedule of Transportation of Raw Lignite & Loading of Lignite and Bentonite.**

Year	Transportation (Lac MT) Of Raw Lignite from mine face to stack yard	Loading (Lac MT) of	
		Lignite	Bentonite
1 <sup>st</sup>	0.00	0.00	1.00
2 <sup>nd</sup>	6.00	6.00	1.00
3 <sup>rd</sup>	6.00	6.00	1.00
4 <sup>th</sup>	6.00	6.00	1.00
5 <sup>th</sup>	6.00	6.00	1.00
<b>Total</b>	<b>24.00</b>	<b>24.00</b>	<b>5.00</b>

Schedule given in the above Table-2 is tentative and may change in case of necessity of the production and situation like market demand, requirement of BECL power plant etc. prevailing at the time of production. In case of any increase or decrease in the quantities or non execution of the any or all the works mentioned in above Table-2, there shall be no compensation/adjustments to the Contractor.

**The information provided above is our estimate only and indicative only.**

- 1.3 The Contractor shall carry out removal of Overburden (OB) / Inter burden (IB), which includes all types of strata, up to all depth from the surface mentioned in the lithologs of the bore holes as per **Annexure-I** and with all leads and lifts, so as to expose, excavate & load all minor and major lignite seams into consumer's trucks/dumpers and/or dumpers/trucks of contractor itself and/or trucks/dumpers of other contractor leading to stack yard/power plant from mines working face. **If any geological strata encountered in the OB/IB which may not be excavated by normal excavator and requires additional effort to excavate the strata, Contractor shall deploy the equipment like Rock Breaker, Ripper Dozer etc. to break, excavate and remove the hard strata for which no extra payment shall be made. No Drilling and Blasting shall be allowed to deal with such type of strata encountered in the OB/IB removal.**

- 1.4 There shall be no payment for deploying additional equipments and putting additional efforts for excavation and removal of hard strata encountered if any.
- 1.5 In case of any reason due to adverse working conditions during execution of the contract which compels suspending the mining operations, GMDC shall be at liberty to conclude/postponed/complete/terminate/foreclose this contract. No compensation or payment shall be made on account of non completion of the balance qty. work or for whole contract qty. Decision of GMDC in this regard shall be final and bound to Contractor.
- 1.6 The Contractor shall carry out the Related ancillary activities like:
- A. In the existing working area breaking of hard strata with the help of Rock breaker is going on. Breaking and removal of hard strata encountered if any in OB/IB removal in the proposed working areas shall be required to be dealt by deploying suitable machineries like rock breaker etc. for which no extra payment shall be made. Drilling and Blasting is not permitted.
  - B. If necessary Contractor has to blend the minor seams or the lignite seam having inferior quality if any encountered with main lignite seam for the purpose of quality of the lignite by excavating such lignite seams and spreading it over the exposed main lignite seam as directed by Project authority. **No extra claim shall be entertained for such type of work.**
  - C. **Contractor shall be responsible for various ancillary activities including those listed below:**
    - a. Construction and maintenance of haul roads, ramps & footpaths and service road for light vehicles.
    - b. Maintenance of separate dumps for OB, top soil and other economic minerals (Bentonite etc.).
    - c. Dust suppression at all working places, haul roads, dumps, along the consumer truck traffic circuit, Weighbridges, mines Time Office area and as directed by the General Manager(P).
    - d. Prevention, suppression and dealing with spontaneous heating/fire in working area, dump or any other place under its control. DGMS safety instructions shall be followed from time to time.

- e. Pre-monsoon preparation and dewatering of workings owing to ground water Seepage and monsoon water, inclusive of arrangements for preventing inrush of surface water into the working pit / areas. For the purpose, the Contractor shall make its own arrangements for pumps, pipeline, electric cable, electric panel and other related accessories and shall also make adequate arrangements as may be required.
- f. Pumping and discharge of the accumulated water in the existing mine Pit as directed by the General Manager (P). Considering average rainfall and existing pit area, the quantity of rain water accumulating in the pit bottom is about 10 Lac M<sup>3</sup>. Contractor shall install minimum 1 no. of SS pump, having capacity of pumping 500 M<sup>3</sup> per day (90 mtr. Head) of water, with all necessary accessories including pipes, cables, panels etc.
- g. Contractor shall be responsible for dewatering of accumulated pit water during monsoon period itself by maintaining PH of water up to 7. Contractor shall also be responsible for treatment of low PH water by adding lime before discharging water by converting in to 7 PH.
- h. Contractor shall be responsible for utilization of accumulated pit water for sprinkling atc. as per the norms.
- i. Pumping and discharge of the accumulated water in the existing mine Pit as directed by the General Manager (P). Considering average rainfall and existing pit area, the quantity of rain water accumulating in the pit bottom is about 10 Lac M<sup>3</sup>.
- j. When it is not possible to pump out the mine water by electric pumps, necessary diesel pump shall be installed to pump out the water from pockets.
- k. Garland drains of adequate size shall be cut all around mine pit and dump to collect run-off rain water and prevent entry of the same into the mine workings.
- l. Top edge of the opencast workings shall be kept fenced as per the design provided by the Mines Manager.
- m. All activities arising for complying with various statute/laws/Mine Rules/Regulations etc. including Environmental laws and if Contractor fails to do; it will be done at the risk and cost of the Contractor and expenses will be recovered from RA Bills of the Contractor.

- n. Deployment of loading machine or excavator for Vadh-Ghat activity in lignite Trucks nearby weighbridge area as directed. **No extra payment will be made for such activities.**
  - o. Apart from the compliance of various provisions of Mines Act 1952 and Rules, Regulations, laws, byelaws, framed there under, the following shall be within the Scope of work of Contractor.
    - i. Maintaining height and width of the OB and Lignite benches to safe limits as approved by DGMS and as directed by the General Manager (P).
    - ii. Internal Dump (Back Filled area): Height of the each lift of the backfill dump shall not be more than 10 meter and overall slope angle shall be within safe limit (less than 22 degree) to prevent dump failure.
    - iii. Construction of garland drains all around the mines workings and dumps, haul roads, truck roads or any other places as directed by the General Manager (P).
    - iv. Contractor has to ensure for the stability of the working benches and dump benches. In case of any failure of working benches and/or dump benches, Contractor will have to take corrective measures for the stability of the working benches and dump benches under his scope of work. **Contractor will not be entitled to any cost incurred on account of re-handling/handling of OB benches/dump benches, collapsed material or on account of recovery of lignite under such collapsed OB benches/dump benches.**
  - p. Bentonite or any other economic mineral, if found in the mining area, will have to be mined out separately and shall be stacked at places or directly loaded in to the consumer's trucks/dumpers as may be advised by the Mine Manager for which no extra payment will be made. All the quantities of bentonite, hard strata, etc. are included in OB/IB and not estimated separately.
- 1.7 The required power will be made available free of cost at the nearest point by GMDC to operate pumps to dewater the pit of seepage or monsoon water. Further distribution / transmission of power will have to be arranged by the Contractor at its own cost and risk. Further shifting of the location of power supply point will not be more than once in a year. This power shall not be

used for any purpose other than pumping operation and mine illumination. No extra payment shall be made for the said purpose.

- 1.8 The Contractor shall give full information to the GMDC in advance as to his plans for carrying out the works. If any time before the commencement or during the progress of work, any part of Contractor's plant, equipment or facilities, or any of his method of execution of the work, appears to GMDC to be unsafe or inadequate or his organization is insufficient to ensure the required quality and rate of progress of work, the General Manager (P) may order the Contractor to improve the same for, and the Contractor shall promptly comply with such orders. Failure of the GMDC to issue such orders shall not relieve the Contractor of his obligation to secure the degree of safety, the quality of work and the rate of progress required by the Contractor for execution of his works under the contract. The Contractor shall ensure safe operation and maintenance of his machinery. They shall adhere and follow all statutory provisions.
- 1.9 On award of the work, the Contractor shall before the start of work, submit a detailed program of work for the first six months of his working for approval of General Manager (P). Thereafter, the Contractor shall submit quarterly plans at least two weeks in advance for approval of General Manager (P). The monthly target quantity will be issued by the General Manager (P) and shall be achieved by the contractor under the direction and supervision of the General Manager (P).
- 1.10 The Contractor shall submit a daily report of work on the following day in a Performa provided by the General Manager (P) as GMDC implemented the ERP system.
- 1.11 The Contractor shall have to manage all the activities with sufficient man power, as well as he will have to manage workshop facility for his equipments and maintain all equipments in service. Alternatively, he shall have to manage for immediate replacement.
- 1.12 The Contractor shall have to follow all safety norms. He shall be responsible for safety of equipments and structures and if any damages occur he shall be responsible for repairing the damages made to the equipments and structures of GMDC and compensate for the cost of damages.
- 1.13 The Contractor shall have to follow the RTO rules for overloading etc. and other provision of motor vehicle Act and Rules. No overloading will be permitted.

- 1.14 In case, the design parameter of mine as stipulated in the document which may be required to be changed on account of safety reasons and/or as per the directions of the statutory authority and/or by management, the Contractor shall have to undertake the same without any claim whatsoever on account of such changes.
- 1.15 While loading lignite, the Contractor has to ensure that there shall not be any contamination to lignite. For this purpose Contractor should take suitable measures to avoid contamination.
- 1.16 During the stoppage of lignite dispatch to consumers by whatsoever reason may be there as on beyond the control of GMDC other works like removal of OB/IB may be kept continued as per the instructions of the work in charge.
- 1.17 GMDC shall not be made liable for any damage and /or compensation for idling of any of the equipment / and manpower for any reason whatsoever.
- 1.18 The equipments which are bought to the site and before putting it in to operation shall be checked and certified by colliery engineer. The intimation for same shall be given to mines manager. The equipments which are brought to the site shall not be removed from the project without permission in writing of General Manager (P).
- 1.19 GMDC may reserve the right to make alteration/addition in the area for contracted quantity as above, without any compensation.

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

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

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

- a. The Contractor shall ensure that no shale or other material is loaded along with the lignite into the trucks and if such material is noticed, it will arrange for picking out of all such material from the trucks. It should be clearly understood that prime object of loading of Lignite is to feed it to the consumers. Constancy in quality and quantity on day to day basis in supply of lignite to consumers is to be ensured by Contractor.
- b. In case of complain received from the consumers, inspection of the quality of the lignite supplied to the consumers shall be carried out by work in charge or authorized person of the project. If quality of lignite supplied found inferior and not as per the standard fixed by

GMDC, it will attract for liquidated damages at the rate of 1.5 times the prevailing basic selling price of lignite on the lignite quantity supplied in respective truck to the consumer.

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

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

#### **5 DUMP / STACK YARD MANAGEMENT**

- 5.1 The overburden / inter burden, after excavation, shall be transported to dump site outside/in pit as directed by the General Manager(P) or the authorized persons from time to time irrespective of any lead or lift as shown in the drawing (plate no-2) to the satisfaction of the management, without claiming any extra payment for the same.
- 5.2 Outside dump locations are common for both existing as well as for new agency as directed by GMDC. Dumping of OB/IB materials by existing contractors is going on and will be continued at outside dump location W2 and E1 and their own contracted in-pit dump area. New contractor will also carry out OB/IB dumping at the same outside dump location W2 and E1.
- 5.3 Total estimated quantity of OB/IB at outside dump location W2 and E1 is 56 Lac M3 and 310 Lac M3 respectively as on 01/06/2017.
- 5.4 A small patch of "Pot Kharaba Land" having area 1-85-14 Ha. as shown in the plate-2 falling within the proposed outside dump location E1 is yet to be acquired for which acquisition process is under progress by GMDC.
- 5.5 Backfilling in the working pit by the new contractor may be carried out only after the completion of the contract period of existing contractors and after assessment of the available space within the pit.
- 5.6 Backfilling shall be carried out up to ground level and superimposed dumping of 25 mtr. height above ground level shall also to be carried out on the backfilled dumps as shown in the plate no-2.
- 5.7 Contractor shall have to carry out the unloading of the dumpers, spreading, dozing and leveling work at the allotted dump areas. There shall be no obstacle or hindrance in the dumping work of the existing agency in case of parallel dumping by both the contractors .

- 5.8 Backfilled Dumping shall be carried out in such a sequence so that channel for the proposed Re-Route of nallah (N3) can be created as shown in the drawing plate no-2. Dumping shall be carried out in top priority and as per design shown in plate no-3 (or as suggested by statutory authority).
- 5.9 The topsoil shall be spreaded over final layer dump and if necessary it will be stacked separately as directed by General Manager (P).
- 5.10 If any other economical minerals like, Bentonite encounters in overburden, it shall be stacked separately at the area directed by the General Manager (P).
- 5.11 OB/IB dumping shall be done in layers of 10 m height and the slopes as may be stipulated but not exceeding 22<sup>o</sup>, as per the statutory permission.
- 5.12 On dumps, the safety berm should be formed, having height equivalent to half the wheel diameter of the dumpers. In any event, the berms should not be less than one meter in height.
- 5.13 No edge dumping shall be done and Contractor shall arrange adequate numbers of dozers for pushing of the dumped material regularly, leveling and compaction of dumps at all lifts.
- 5.14 Non-operational Dumps will be designated by a berm of at least two meter in height.

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

For safe operation of vehicles in and around the mine, the contractor shall ensure for compliance of statutory provisions and any other special instruction/bye laws framed/given by the Project authority.

- (i) The drivers shall not park or stand vehicles in a position that will endanger other traffic in the mines premises.
- (ii) The drivers shall not park or stand vehicles within 30 m of the working area of mobile equipment or where vehicle cannot be observed.
- (iii) The drivers shall not park or stand vehicles within the area of swing of the excavation machinery without first obtaining permission from the operator of excavating machine.
- (iv) The drivers, before leaving parked vehicles, shall ensure that the vehicle is secured, that parking brakes have been applied and that all implements have been lowered. If circumstances dictate that a heavy vehicle must be parked facing up or down a slope then the wheels should be choked with stop blocks and steering off center.

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

- (i) The contractor will be responsible for construction and maintenance of all roads of the project including haul roads, roads used for lignite loading, service road within the mining pit and at the surface up to the dumps & up to main entry point (gate) to lignite loading face and up to Weight Bridge. Separate haul roads, having alignments and specifications approved by statute and GMDC, shall be constructed to allow un-interrupted movement of trucks for loading of lignite. GMDC reserves full rights to use such roads, without any liability what so ever, for movement of any other traffic. More over separate road one for light motor vehicle and another for HEMM shall be provided and maintained.
- (ii) The contractor shall make arrangements for sprinkling of water on haul roads, parking plots mining faces, dump yards, main entry point (gate) to lignite loading face and up to Weight Bridge, service road and other working places etc., and take adequate precautions for dust suppression.

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

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

**9 LIGHTING**

- i. When, any work is performed at night or where daylight is shut off or obscured, the contractor shall provide at his cost artificial lights, wherever required on high towers, sufficient to permit the work to be carried on properly and to permit thorough inspection by the Mines Manager. The lighting standards shall be as prescribed by DGMS.
- ii. The contractor shall be responsible to construct and maintain at his cost proper and adequate fencing, lighting guarding and taking necessary safety measures for all works

under the contract as may be necessary or guided by the Mines Manager. Contractor shall arrange to provide lighting in active pit and working area as per statute.

- iii. The power and light connections, wiring, equipment etc. shall be maintained by the contractor throughout the contract period and till GMDC take over the physical possession of work site at the end of the contract period. The power and light connection, wiring, equipment and other installations shall be subject to the inspection and passing by the Mines Manager or other authorized official and the authorities of Central Government under the Electricity Act & Indian Electricity Rules, subject to conditions of electricity supply by the State Electricity Authorities, or any act or law applicable with change suggested from time to time.
- iv. Any additions and alterations thereto shall be got approved by the contractor from the Mines Manager and certified from Electrical Inspector from DGMS, required under law.

**10 MINE DESIGN PARAMETERS.**

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

	Particulars	Unit	Value
A.	<b>Pit Slope Geometry</b> i. Ultimate slope ( western side ) ii. Ultimate slope (other than western side)	Ratio Ratio	1 in 1.364 1 in 3.03
B.	<b>Bench Design Parameters</b> a. Height of benches b. Face slope angle c. Width of working bench d. Width of Ultimate bench	Meter Degree Meter Meter	Max.5.00 70° 15 to 35 Min. 5.00 & Max. 30
C.	<b>Back Filled Dumps</b> i. Max. overall slope of dumps ii. Height of each lift iii. Min. safety distance between dump toe and lignite bottom face iv. Min. safety distance between top edge of backfilled dump and bottom edge of superimpose Dump on backfilled Dump	Degree Meter Meter Meter	22° Max. 10.00 200 200
D.	<b>Outside Dumps</b> i. Max. overall slope ii. Max. height of dumps iii. Height of each lift	Degree Meter Meter	22° 55.00 Max. 10.00
E.	<b>Haul Road</b> a. Width b. Gradient	Meter Ratio	25m 1:16 (General) 1:10 (for ramps)

**11 DRAWINGS TO BE SUPPLIED BY THE GMDC.**

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

**12 RIGHT TO REVIEW THE PERFORMANCE:**

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

## **CHAPTER – VI**

### **TERMS AND CONDITIONS OF THE TENDER**

M/s Gujarat Mineral Development Corporation Ltd., (herein after referred to as GMDC) proposes to carry out Overburden/ Inter burden removal, Excavation & loading of Lignite from mines working face and ancillary activities from experienced and reputed Contractors at Lignite Mine, Bhavnagar.

#### **1. EARNEST MONEY DEPOSIT:**

A non-interest bearing Earnest Money Deposit of Rs.2.50Crore(Rupees Two Crore fifty Lac only) shall be paid along with the tender, enclosed with Technical Bid documents in seal cover super scribed "TECHNICAL BID", inform of Crossed Demand Draft in favour of GMDC Ltd. payable at Ahmedabad from banks approved by Govt. of Gujarat from time to time(except Co-Operative bank) or Fixed deposit receipt issued by banks approved by Govt. of Gujarat from time to time(except Co-Operative bank), duly pledged to GMDC valid for a period of not less than 6 (six) months from the date of opening of preliminary bid or Bank Guarantee issued by banks approved by Govt. of Gujarat from time to time(except Co-Operative bank) in the form and manner acceptable to the corporation valid for a period of not less than 6 (six) months from the date of opening of preliminary bid. List of the banks approved by Govt. of Gujarat is as per **Annexure- II.**

(A)

Any tender submitted without Earnest Money Deposit in the desired form or inadequate amount of EMD shall be summarily rejected and no claim shall be entertained on such rejected tenders.

(B) The amount of EMD will be refunded to the bidders by way of crossed cheque within 15 days of finalization of the tender.

(C) The EMD of the bidder shall either be adjusted as a part of security deposit, if desired by the Contractor or shall be refunded by way of crossed cheque on receipt of security deposit amount as stipulated in clause No. 2.

(D) In case non conformity, irresponsible behavior and fluctuation on the matter discussed/negotiated with the contractor regarding the contract work before issuing the LOI,

the amount of the EMD paid will be forfeited and necessary further actions including Blacklisting of the contractor may be initiated as may be deemed fit by the GMDC.

## **2. SECURITY DEPOSIT:**

- (a) Security Deposit is measure of liquidated damages sustained by GMDC for not performing the contract satisfactorily. Nothing herein above shall disentitle GMDC from claiming the damages actually sustained in the value over and above the Security Deposit.
- (b) The Contractor shall pay security deposit in the following manner:
  - i. 2.5% of the total contract value excluding service tax at the time of award of the work before commencement of the contract work in form of a Crossed Demand Draft in favour of GMDC payable at Ahmedabad or a Bank Guarantee, from Banks approved by Govt. of Gujarat having validity for the minimum period of three years (except Co-operative Bank) in the form and manner acceptable to GMDC.
  - ii. In case of Bank Guarantee, before one months of its expiry, the same shall have to be renewed from time to time as per requirement of GMDC. The final renewal of Bank Guarantee should made valid till six months after expiry of contract period.
  - iii. 2.50% of the RA Bill amount will be recovered from the every RA Bill against the security deposit excluding service tax.
- (c) It shall be refunded to the Contractor, within a period of six months after satisfactory completion of the work and removal of equipment, tools tackles, campsite etc, and the due fulfillment of all the terms and conditions of the contract. The Contractor shall obtain "No Dues Certificate" and " Site Clearance " certificate to this effect from the General Manager [Project] / Project-in-Charge and shall submit the same to the General Manager [Lignite Project] at HO, who after verification of the fact will arrange for refund of SD. The Contractor will also have to submit "NO DEMAND CERTIFICATE" along with the above mentioned certificate as per the Performa given in the tender document.
- (d) Security deposit shall not bear any interest under any circumstances. Security Deposit is a measure of liquidated Damages sustained by GMDC for not working the mine as required by present contract.
- (e) The SD deposited by the Contractor will be forfeited if the Contractor fails to -

- i) Mobilize its machinery as per minimum requirement for technical qualification criteria at the clause no. 3 of the chapter-IV of the tender document and manpower to start the work within 45 days of receipt of Letter of Intent by the employer.
  - ii) Maintain all mine design parameters as enumerated in Chapter-V part-II clause No-10.
- (f) GMDC will reserve the right to recover the charges or the liquidated damages from the Security Deposit in the following circumstances-
- i) If the Contractor or its employees causes any damage or destroy any property belonging to GMDC.
  - ii) The shortfall amount of all compensations, penalties and other sums of money payable by the Contractor or recoveries to be made under the terms of this contract which is due but not paid by the Contractor in full, etc.
  - iii) Any other dues on account of statutory compliance.

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

3.1 The Contractor shall submit monthly Running account bills for the work executed during the period (a calendar month or a period not less than 30 days) within 7 days of the completion of the period for all the works. Running account bill shall be processed after execution of the agreement only. However, in case of requirement or necessity or circumstances prevailing, if any, the period of the RA Bill may be more or less than 30 days.

### **3.2 Work of Lignite Mining, Loading and Dispatch:**

Payment for the **Work Component** for **Lignite Mining, Loading and Dispatch** in MT for monthly running account bill shall be Considered on the Cumulative performance basis as per formula given below.

Quantity of actual lignite dispatch will be considered on the basis of certified actual quantity of lignite dispatched in to the consumer trucks through weighbridge.

#### **Work Component:**

Cumulative Payment of Lignite Dispatched= Constant **X** Quoted Work Component for Lignite Dispatched per MT **X** Cumulative quantity of Actual Lignite Dispatched.

Where,

Constant =  $\frac{\{ACQ (OB/IB)/ACQ (Lignite)\}}{\{ECQ (OB/IB) / ECQ (Lignite Dispatch) \}}$

ACQ (OB/IB) = Actual Cumulative Quantity of OB/IB removal in M<sup>3</sup>

ACQ (Lignite Dispatched)= Actual Cumulative Quantity of Lignite dispatched in MT

ECQ (OB/IB) = Estimated Contract Quantity of OB/IB Removal in M<sup>3</sup>

ECQ (Lignite Dispatch) = Estimated Contract Quantity of Lignite to be dispatched in MT

**Note:- Value of the cumulative constant shall not be considered more than 1(one) in case if it is more than 1(one) for the calculation of the payment on lignite dispatch.**

**Net amount payable for Monthly Running bill**

**= Cumulative Payment of Lignite Dispatched up to current month – (minus) Cumulative Payment of Lignite Dispatched of last month.**

**Example:**

**RA Bill No.1:**

Estimated Contract Quantity of OB/IB Removal in M<sup>3</sup> = 878 Lac M<sup>3</sup>

Estimated Contract Quantity of Lignite to be dispatched in MT = 68 Lac MT

Quoted Work Component for Lignite Dispatched per MT = Rs.100 per MT

Actual OBR = 12.50 Lac M<sup>3</sup>

Actual Lignite Dispatch = 1.52 Lac MT

**Constant =  $\{(12.50/1.52)/(878/68)\} = 0.637$**

**Cum. Payment =  $0.637 \times 100 \times 1.52 = \text{Rs.96.82 Lac}$**

**RA Bill No.2:**

Estimated Contract Quantity of OB/IB Removal in M<sup>3</sup> = 878 Lac M<sup>3</sup>

Estimated Contract Quantity of Lignite to be dispatched in MT = 68 Lac MT

Quoted Work Component for Lignite Dispatched per MT = Rs.100 per MT

Monthly Actual OBR = 18.0 Lac M<sup>3</sup>

Monthly Actual Lignite Dispatch = 1.46 Lac MT

Cum. Actual OBR =  $(12.50+18.00) = 30.50 \text{ Lac M}^3$

Cum. Actual Lignite Dispatch =  $(1.52+1.46) = 2.98 \text{ Lac MT}$

**Constant =  $\{(30.50/2.98) / (878/68)\} = 0.792$**

**Cum. Payment up to RA Bill No.2 =  $0.792 \times 100 \times 2.98 = \text{Rs.}236.02 \text{ Lac}$**

**Cum. Payment up to RA Bill No.1 =  $0.637 \times 100 \times 1.52 = \text{Rs.}96.82 \text{ Lac}$**

**Net amount payable for Monthly RA Bill No.2 =  $(236.02-96.82)$   
= **Rs.139.20 Lac****

**RA Bill No.3:**

Estimated Contract Quantity of OB/IB Removal in M<sup>3</sup> = 878 Lac M<sup>3</sup>

Estimated Contract Quantity of Lignite to be dispatched in MT = 68 Lac MT

Quoted Work Component for Lignite Dispatched per MT = Rs.100 per MT

Monthly Actual OBR = 25.0 Lac M<sup>3</sup>

Monthly Actual Lignite Dispatch = 1.10 Lac MT

Cum. Actual OBR =  $(30.50+25.00) = 55.50 \text{ Lac M}^3$

Cum. Actual Lignite Dispatch =  $(2.98+1.10) = 4.08 \text{ Lac MT}$

**Constant =  $\{(55.50/4.08) / (878/68)\} = 1.054 \text{ But Maximum} = 1.000$**

**Cum. Payment up to RA Bill No.3 =  $1.000 \times 100 \times 4.08 = \text{Rs.}408.00 \text{ Lac}$**

**Cum. Payment up to RA Bill No.2 =  $0.792 \times 100 \times 2.98 = \text{Rs.}236.02 \text{ Lac}$**

**Net amount payable for Monthly RA Bill No.2 =  $(408.00 - 236.02)$   
= **Rs.171.98 Lac****

**i. 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 = 1.52 Lac MT

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

$$\begin{aligned} \text{Payment} &= \text{Actual Lignite Dispatch} \times \text{Diesel Component} \times \text{Price of Diesel} \\ &= 1.52 \times 1.00 \times 60 = \text{Rs.91.20 Lac} \end{aligned}$$

**3.3 For the work of Transportation & Unloading of Raw lignite from mines face to Stack yard:  
(One way distance ranges from 1.50 Km to 5.00 Km)**

The payment for the above work 3.3 shall be made on the basis of actual quantity of lignite for the work.

For the payment for the above works 3.3, 45% of initial contract rate shall be treated as diesel component in case of any increase / decrease in price of diesel with respect to the frozen rate of diesel = Rs.60.08 per Litre (as on the date of uploading of the Tender Document i.e. 11/09/2017), the contract rate of above other works mentioned at 3.3 shall be increased / decreased as per the following formula. No escalation on any other account will be paid or considered by GMDC.

$$NR = IR \{ (0.45 \times NDP / FDP) + 0.55 \}$$

Where, NR = New Rate in Rs. Per MT

IR = Initial Rate in Rs. Per MT

NDP = New Diesel Price in Rs. Per liter

FDP= Frozen Diesel Price=Rs.60.08 Per liter. (as on the date of uploading of the Tender Document i.e. 11/09/2017)

The contractor shall be required to raise separate invoice for the purpose of Transportation activity as the rate of GST shall be applicable @5%.

**3.4 For the work Loading of-**

- (a) Lignite into consumer's truck from Lignite Stack yard by deploying excavator/loader
- (b) Bentonite from Dump/Stack yard in to Consumer's trucks.

The payment for the above works 3.4 (a) to (b) shall be made on the basis of actual quantity of lignite/bentonite for the respective work.

For the payment for the above works 3.4 (a) to (b), 30% of initial contract rate shall be treated as diesel component in case of any increase / decrease in price of diesel with respect to the frozen rate of diesel = Rs.60.08 per Litre (as on the date of uploading of the Tender Document

i.e. 11/09/2017), the contract rate of above other works mentioned at 3.4 (a) to (b) shall be increased / decreased as per the following formula. No escalation on any other account will be paid or considered by GMDC.

$$NR = IR \{(0.30 \times NDP / FDP) + 0.70\}$$

Where, NR = New Rate in Rs. Per MT

IR = Initial Rate in Rs. Per MT

NDP = New Diesel Price in Rs. Per liter

FDP= Frozen Diesel Price=Rs.60.08 Per liter. (as on the date of uploading of the Tender Document i.e. 11/09/2017)

3.5 Monthly Running Account Bill shall be submitted to the office of the General Manager (Project) with following documents:

- i. Date and shift wise weighbridge statement duly certified by authorized official, showing numbers of dumpers/trucks loaded by the Contractor during the period along with tonnage of lignite mining, loading and dispatch with a summery sheet showing total tonnages of lignite mining, loading and dispatch during the R.A Bill period and summery sheet showing cumulative tonnages of lignite excavated & loaded up to the R.A Bill period.
- ii. Date and shift wise weighbridge statement duly certified by authorized official showing numbers of dumpers/trucks for the works of Transportation of Lignite and Loading of Lignite/ Bentonite by the Contractor during the period along with tonnage of Lignite/ Bentonite with a summery sheet showing total tonnages of Lignite/ Bentonite Transportation and Loading during the R.A Bill period and summery sheet showing cumulative tonnages up to the R.A. Bill period.
- iii. Copies of Muster Roll and Payment sheets showing the amount of PF deducted from salaries of the labour and employees, PF No. of labour and employee, amount of contribution of the Contractor.
- iv. Contractor shall have to open Bank accounts of their workers and shall be required to deposit the wages, advance payment, welfare payments, bonus and all other payments in their accounts. Payment of the RA Bill shall be released only after receiving detailed statement showing name wise wages and all other payments if any having deposited in the accounts of their workers.

- v. Copy of the challans for the PF amount deposited in RPFC for the previous month, in respect of PF deduction related exclusively to this contract.
- vi. No Due Certificate and satisfactory work performance report.
- vii. Check List.
- viii. Compliance of all law relevant with the work carried out by successful contractor such as Labour, Mining, Factories Act etc.

#### **4. MODE OF PAYMENT:**

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

- a) Income tax as per provision of Income Tax Act, and other Taxes (and surcharges) applicable in force from time to time.
- b) Security Deposit @ 2.5% of the gross amount of the RA bill as per clause No.2.
- c) Cost of any other services provided / material supplied plus 10% administrative charge, if any, by the GMDC.
- d) Liquidated damages leviable as per clause No.8 of Chapter-VI.
- e) Other deductions, if any.
- f) Recovery of Mobilization advance as per clause no.6 of chapter-VI.

An ad-hoc payment @ 80% of the payable amount arrived after considering above deduction, will be paid by office of the G.M. [Project], within 7 days of submission of the bill along with its details. The bill shall then be sent to GMDC's Corporate Office at Ahmedabad for verification auditing and approval. Balance 20% payable amount of Running account bills shall become payable by Project only within one week of the receipt of the approved bill from Corporate Office. [Within one and a half month of the first receipt of the RA bill at the Project.]

#### **5. Working Capital by Providing Advance:**

- 5.1** Provision for advance payment in order to help the Contractor to tide over the working capital requirement during development period. Development period estimated as 120 days from the commencement of the work.
- 5.2** Contractor has to carry out the work as per awarded yearly and monthly schedule of Lignite Production and OB removal work. In case of non fulfillment of the monthly/yearly schedule of

Lignite production and OB removal work, Liquidated damages shall be applicable as per provision of the LD Clause.

**5.3** Advance Payment may be given on the basis of consumption of diesel to be required for OB/IB removal which may be computed/derived as Litre per Cu.mtr. on the basis of Diesel Component quoted/agreed by the Contractor considering the Stripping Ratio mentioned in the tender document for the total lignite dispatch.

**5.4** In case of poor performance of the Contractor, GMDC reserves the right to stop the advance payment. Maximum advance amount shall be up to Rs.20.0 Crore (Rupees Twenty Crore) OR 2.50% of the total contract values whichever is lower. Price of the Diesel in Rs/Ltr. shall be taken as landing cost of the diesel at the Project procured by the GMDC for own use.

Example:

Quoted Diesel Component = 1.0 Litre per MT

Stripping Ratio = 1: 10

Diesel Consumption for OB removal in Litre per cu. mtr. = 1.0 Litre per/SR (10)

= 0.10 Litre per Cu.mtr.

Actual OB/IB Removal = 10 Lac M<sup>3</sup>

Price of diesel = Rs.60 per Litre

Advance Payment= 10 Lac M<sup>3</sup> x 0.10 x 60 = Rs.60 Lac.

**5.5** 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.

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.

- 5.6** Contractor has to submit the invoice for advance payment. Minimum Landed price of the diesel during the period of the invoice raised for the OB removal at the project shall be considered for computing the amount of advance. All the applicable taxes may be recovered at the time of releasing the advance payment.
- 5.7** In case of non fulfillments of the terms and conditions in respect of Working Capital Advance, GMDC has right to recover the advance amount by invoking the Bank Guarantee or by any other mode.

**6. MOBILISATION ADVANCE AGAINST MACHINERIES/EQUIPMENTS:**

GMDC provide mobilization advance against machineries/equipments to successful contractor only in cases where –

- a) Contractor who is awarded a contract for a minimum period of two years and makes a formal application to GMDC after he has finalized their vendors/suppliers for the specific machineries/equipments. In case of existing/new Contractor the remaining period of contract should be minimum 20 months.
- b) The amount of advance shall be limited to 75% of the value of the Machineries/equipments subject to maximum of 10% of contract value.
- c) This is applicable in the case of works whose estimated value is more than Rs.5 crores and payment of work is made on monthly basis.
- d) The proof of purchase of the machineries/equipments including delivery note, LR and invoice duly authenticated by the Contractor are to be submitted.
- e) Machineries/equipments advance will be paid only after submission of bank guarantee of 85% of value of machineries/equipments and the bank guarantee shall be valid for a period of 15 months. The bank guarantee should be issued by Nationalized Bank or Banks approved by Govt. of Gujarat (Except Co-Operative banks) for said purpose. If required, the bank guarantee shall be renewed from time to time by the Contractor.

Successful Bidder may submit maximum 10 numbers of Bank Guarantee covering the total amount of 85% of value of machineries/equipments. On request of successful bidder GMDC may return part of the Bank Guarantee provided by them as a Security of mobilization advances after receipt of installment of advance. Bank Guarantee amount shall not be less than outstanding amount of mobilization advance at the same time.

- f) The said advance will be paid to Contractor/ vendor / supplier after getting undertaking from Contractor/ vendor / supplier that the said machineries/equipments shall be utilized exclusively for GMDC's work until the advances along with interest is fully repaid or the contract is fully executed whichever is later.
- g) Mobilization advance against supply of machineries/equipments shall be recovered in 10 equal monthly installments of the advance amount paid plus interest there on after the release of advance from 2<sup>nd</sup> running account bill onwards.
- h) In case there is no work done during the month and/or there is no running bill being submitted by the Contractor for the respective month, the Contractor shall have to repay by way of cheque to GMDC the amount of installment, within 15 days from the end of the respective month.
- i) Interest will be charged one and half percent above State Bank of India base rate as varying from time to time or 11% p.a. whichever is higher.
- j) In case of default in payment of principal amount and interest thereon, GMDC has right to invoke the Bank Guarantee.

## **7. PROVISION FOR ADHOC ADVANCE AGAINST THE EXPOSURE OF LIGNITE:**

**7.1** 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 sluggish 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 Lac MT)

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

**Probability: I:**

Contract Stripping Ratio = 12.91

Cum. Actual Stripping Ratio = 10.67 (Cum. Actual OB Removal/Cum. Lignite dispatch + Exposed lignite)

Constant = 0.826

**(Value of the Constant shall not be considered more than 1(one) in case if it is more than 1(one) for the calculation of the payment on adhoc advance against the exposure of lignite)**

The amount of exposed lignite for the qty. of 1.0 Lac MT = 1.0 Lac MT x 0.826 x 100  
= Rs.82.60 Lac

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

i.e. 50% of Rs.82.60 Lac = Rs.41.30 Lac.

**Probability: II:**

Contract Stripping Ratio = 12.91

Cum. Actual Stripping Ratio = 13.10 (Cum. Actual OB Removal/Cum. Lignite dispatch + Exposed lignite)

Constant = 1.015 **but Maximum Constant = 1.000**

**(Value of the Constant shall not be considered more than 1(one) in case if it is more than 1(one) for the calculation of the payment on adhoc advance against the exposure of lignite)**

The amount of exposed lignite for the qty. of 1.0 Lac MT = 1.0 Lac MT x 1.000 x 100  
= Rs.100.00 Lac

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

i.e. 50% of Rs.100.00 Lac = Rs.50.00 Lac.

- 7.2** Adhoc Advance will 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 advance in case of less dispatch of the lignite.
- 7.3** Adhoc advance will be given till the actual lignite dispatch start and will be reviewed after every three months period in case actual lignite dispatch could not take place as per assigned target even after completion of three months period and exposure of lignite is adequate as per schedule. Schedule of recovery may be reviewed by Managing Director, GMDC in case of necessity.
- 7.4** In the circumstances of continuation of long period of non dispatch of the lignite or inadequate lignite dispatch, decision in the matter taken by the Managing Director, GMDC shall be final and bound to the Contractor.
- 7.5** In case of non fulfillments of the terms and conditions in respect of adhoc advance, GMDC has right to recover the adhoc advance by invoking the Bank Guarantee or by any other mode.

## **8. LIQUIDATED DAMAGES (L.D.)**

- 8.1** If the Contractor fails to start the actual excavation work within 45 days from the date of acceptance of LOI as required under clause no. 8.1 of Chapter-II of tender document, a liquidated damages @ Rs.15, 000/- per day shall be leviable, for a maximum period of 20 days. If the Contractor fails to start work even after 20 days, the GMDC will be free to forfeit the EMD/SD or both the EMD and SD and take action stipulated under Clause No.1 & 2 of Chapter-VI of tender document.
- 8.2** 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 1.2 of Part 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 including both Work Component and Diesel Component 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 1.2 of Part II of Chapter-V, no compensation will be paid by GMDC.

However, in case of actual lignite dispatched quantity at the end of the particular year is more than the assigned target of the lignite dispatched; the same excess quantity of the lignite dispatched of the particular year shall be considered as exposed lignite at the end of that particular year in addition to actual exposure of the lignite.

**8.3** 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.

**8.4** LD shall also be leviable every month on any shortfall in the quantities for the work of Lignite Mining Loading and Dispatch against monthly assigned targeted quantity as mentioned below, for the reasons not attributed to GMDC. Shortfall in the targeted quantity shall be reviewed on cumulative target basis at the end of each year so that the Contractor can recoup and recover the shortfall of the year and the LD/excess LD recovered will be refunded.

<b>Shortfall in Monthly Targeted Qty.(MT) of Lignite Dispatch</b>	<b>Rate for LD on shortfall Qty.</b>
Up to 2% of Monthly Targeted Qty. (MT)	Nil
From 2% to 5% of Monthly Targeted Qty. (MT)	5% of the Prevailing Basic Selling Price of the lignite dispatched from mine face
From 5% to 10% of Monthly Targeted Qty. (MT)	10% of the Prevailing Basic Selling Price of the lignite dispatched from mine face
From 10% to 15% of Monthly Targeted Qty. (MT)	15% of the Prevailing Basic Selling Price of the lignite dispatched from mine face
More than 15% of Monthly Targeted Qty. (MT)	20% of the Prevailing Basic Selling Price of the lignite dispatched from mine face

GMDC shall have the right to reduce the target within 7 days notice period.

**8.5** LD shall also be leviable every month on any shortfall in the quantities for the work of transportation of raw lignite and for the work of loading of Lignite and bentonite against monthly assigned targeted quantity as mentioned below, for the reasons not attributed to GMDC. Shortfall in the targeted quantity shall be reviewed on cumulative target basis at the end of each year so that the Contractor can recoup and recover the shortfall of the year and the excess LD recovered will be refunded.

<b>Shortfall in Monthly Targeted Qty.(MT)</b>	<b>Rate for LD on shortfall Qty.</b>
Up to 5% of Monthly Targeted Qty. (MT)	Nil
From 5% to 10% of Monthly Targeted Qty. (MT)	1% of Monthly Targeted Contract Value
From 10% to 20% of Monthly Targeted Qty. (MT)	2% of Monthly Targeted Contract Value
More than 20% of Monthly Targeted Qty. (MT)	5% of Monthly Targeted Contract Value

GMDC shall have the right to reduce the target within 7 days notice period.

- 8.6** Normally, the mining is not possible during the monsoon period due to heavy rains. As such, no targets for mining are proposed and no liquidated damages will be leviable for the monsoon period between 15<sup>th</sup> June to 15<sup>th</sup> September every year. But the Contractor will be required to maintain skeleton manpower at site, required to carry out pumping and to meet any emergency which may arise due to heavy rainfall or otherwise.
- 8.7** In case of failure of monsoon or a poor monsoon, the Contractor shall be at liberty to cover up the backlog of lignite exposure work, if any and also to carry out extra lignite production during such monsoon period.
- 8.8** If due to any reasons like inadequate booking of dispatches, reporting of less truck, local conditions and situations, requirement of power plant etc. not attributed to the Contractor for the work of Lignite Mining Loading and Dispatch and for the work of transportation of raw lignite and for the work of loading of Lignite and bentonite, no liquidated damages will be levied.
- 8.9** Monthly target will be reduced proportionately for the calculation of liquidated damages only on the submission of certificates from the Mines Manager for the actual rainy days and its after-effect during which no lignite dispatches could be made by the Contractor for the period other than monsoon period i.e. 15<sup>th</sup> June to 15<sup>th</sup> September. Similarly any stoppage of work for any reason not attributed to the Contractor no LD will be levied.
- 8.10** Under any circumstances GMDC shall not be liable to pay any compensation to the Contractor.
- 8.11** Monthly target will be reduced as and when consumer demand varies from the schedule target for the calculation of liquidated damages only on the submission of certificates from the Mines

Manage/Project authority. Similarly any stoppage of work for any reason not attributed to the Contractor no LD will be levied.

- 8.12** Contractor has to make sufficient arrangement for dewatering of ground seepage water and monsoon water accumulated in the pit as directed by the project authority. In case of failure or inadequate arrangement for dewatering, GMDC shall carry out such activity by own arrangement or by deploying other agency. Liquidated damages shall be leviable 1.5 times of the expenditure incurred for the same activity from the Contractor.
- 8.13** Contractor has to make sufficient arrangement for Dust suppression at all working places, haul roads, dumps, along the consumer truck traffic circuit, mines Time Office area and as directed by the project authority. In case of failure or inadequate arrangement for Dust suppression, GMDC shall carry out such activity by own arrangement or by deploying other agency. Liquidated damages shall be leviable 2 times of the expenditure incurred for the same activity from the Contractor.
- 8.14** Contractor has to make sufficient arrangement for suppression of fires, if any, in the area under its control. Prevention, suppression and dealing with spontaneous heating/fire of carbonaceous material in working area, dump or any other place under its control. In case of failure or inadequate arrangement for suppression of fires, GMDC shall carry out such activity by own arrangement or by deploying other agency. Liquidated damages shall be leviable 1.5 times the expenditure incurred for the same activity from the Contractor.
- 8.15** In case Contractor fails to adhere to the Mine design parameters specified as per clause no.10 of Part-II of Chapter –V of the tender document, GMDC may levy liquidated damages as below:  
Liquidated Damages = 0.50 x (Effective Lignite Mining and Loading Rate for the month x Excess lignite recovered/exposed on account of change in the mine design parameters).
- 8.16** LD shall be imposed @ Rs.1,00,000/- (Rupees one lac only) per week or part thereof, in case the required machinery are not deployed in stipulated time as mentioned at clause no. 3.3 & 3.4 of Chapter – IV.

However, in case the Contractor achieves the assigned targets without deploying the above capacity machineries including 4 Nos. of 4.50 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. GMDC may

terminate the contract or take the decision as deemed fit in case of non deployment of set of above machinery within stipulated time of 12 months from date of issue of LOI. The Contractor shall have to deploy additional equipment, if required, to meet the assigned targets set forth by GMDC. Machineries having higher capacity /efficiency than the above list can be inducted by the contractor after getting consent of the project authority.

## **9. LOCAL FACILITIES / LOCAL CONDITIONS**

- a)
- i) GMDC may provide space for Camp site within lease and acquired area if available.
  - ii) A single point Three Phase Electricity supply (with metering arrangements) may be made available by GMDC at Contractor's camp / workshop, if located within the mining lease area and/or the land acquired by the GMDC. Further distribution of power will have to be arranged by Contractor at its own risk and cost. Power consumed will be metered and charged at the prevailing rate of PGVCL plus 5% administrative charges. However, the Contractor will be free to make its own independent arrangements. If the Contractor changes the location of its campsite or workshop, shifting of the supply / metering point will be made only if the Contractor agrees to bear the additional cost likely to be incurred.
  - iii) A single point Three Phase electricity supply will be made by GMDC at the area of excavation in the mine and dumps for mine lighting. The location may be shifted with the advance of the mining pit, not more than once in a year. Necessary further distribution to ensure required illumination over the area would have to be made by the Contractor at his risk and cost. The contractor shall ensure that all safety devices, as stipulated in the Indian Electricity Rules are provided and are always in operation, while organizing distribution of power. However, power supply for this purpose will be made free of cost.
- b) The GMDC do not undertake and agree to provide any facilities to the successful Contractor at the work site except mentioned as above in (a).
- c) The tools, tackles, machinery, equipment, pump etc. and the manpower required to execute the contract shall be arranged by the Contractor only. The Contractor shall at his own expense, furnish all necessary erection tools, hoists, cranes, derricks cables and slings rigging, skids, welding machines, preheating and stress relieving equipment all associated protective equipment, instruments, appliances, materials and supplies required for unloading handling,

transporting, that may be required to accomplish the work under contract unless otherwise provided for. Adequacy of such will be subject to final determination of GMDC.

d) The Contractor shall bear and pay all charges on all construction tools and equipment furnished by him.

## **10. STATUTORY OBLIGATIONS:**

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

- (8) Every person deployed by the Contractor in a mine must wear safety gadgets to be provided by the Contractor. If Contractor is unable to provide, owner/agent/manager of the mine shall provide the same at the cost of the Contractor.
- (9) The Contractor shall submit to DGMS returns indicating – Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
- d) The Contractor shall be responsible for arranging requisite manpower, its training and medical examination and shall also fulfill the provisions of Mining and Labour laws, PF Act and Rules, Contract Labour Laws, The workmen compensation Act etc., pertaining to employment of labour and other statutes in force from time to time.
- e) The Contractor will be required to obtain License from the office of the Labour Commissioner for the required strength of labour, before commencement of work at site and the same shall be maintained updated and valid throughout the currency of the contract.
- f) If any amount becomes payable by GMDC as a result of any claim or application in terms of the provisions or non compliance of provision of the any Acts and the Rules and Regulations, By-laws or the Orders made there under, applicable from time to time, such amounts shall be recoverable from the contractor for which GMDC will not be responsible for any compensation.
- g) The Contractor shall also indemnify the GMDC against any claims, compensations, damages, loss, liquidated damages etc. for breach and / or non-fulfillment of the prevailing Rules and Regulations and other statutory provisions in force from time to time and applicable to the work during the currency of contract.
- h) The Contractor will provide air-conditioners in the operators' cabin at his cost and risk.
- i) The Contractor(s) will also arrange for IME and PME and shall comply other statutory provisions of Law.

## **11. LAWS, REGULATIONS AND PERMITS AND RULES MADE THERE UNDER:**

The Contractor shall comply with all applicable laws, ordinances, approved standards, rules and regulations, and shall procure all necessary municipal and governmental permits, licenses and inspection and shall pay all fees and charges in connection with the items covered by the contract and/or purchase order. The Contractor shall serve GMDC harmless as a result of any in factious thereof.

The following are some of the major Government of India Acts and Regulations concerning approvals of new plants and machinery:

- a) The Indian Explosives Act of 1884 (4 of 1884) and Amendments and Rules (Amended) Up to date)
- b) The Indian Factories Act of 1948 (63 to 1948) and Amendments and Rules (Amended upto date)
- c) The Mines Act, 1952, its rules and regulations.
- d) Coal Mines Regulations 1957
- e) The Workmen Compensation Act 1923 and Amendment Act 2010.
- f) The Payment of Wages Act 1936 and Amendment Act 2012.
- g) Payment of Bonus Act 1965 and Amended up to date.
- h) Contract Labour Regulations& Abolition Act 1970.
- i) Interstate Migrant Workmen (Regulations) Act 1979.
- j) Recommendation of 11<sup>th</sup> Safety conference.
- k) Circular No. 5 of 2010 regarding Implementation of safety features in dumpers/Tippers.

The above list is not exhaustive. All other applicable laws are required to be comply with by the contractor.

## **12. NOTICE:**

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

## **13. BANKRUPTCY ETC.**

- (a) If the Contractor commits an act of Bankruptcy or goes into liquidation except for construction purposes, or if its business is carried on by a receiver, such receiver, liquidator or

any person in whom the contract may become vested shall forthwith give notice thereof in writing to GMDC and shall for 15 days, during which he shall take all reasonable steps to prevent stoppage of performance of the contract, have the option of carrying out the contract subject to his or their providing such guarantees as may be required by GMDC but not exceeding the value of the work for the time being remaining unexecuted.

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

**14. CANVASSING NOT PERMITTED:**

Contractor should not canvass their offer personally or otherwise by approaching the Chairman or the Member of GMDC. If any contractor wants to make any representation regarding his offer, he should write to the General Manager (P, R&D) with copies to the Chairman and Members, if he desires, but personal and oral representation are not permitted. If, in spite of the above clear instructions, any contractor is found to canvass his offer or against his competitor's offer through personal approach to the Chairman or the members of GMDC, his offer will be rejected without assigning any reason and the firm even be black listed.

**15. TERMINATION OF CONTRACT:**

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

**16. ARBITRATION & JURISDICTION:**

**ARBITRATION:**

For any dispute arising out of this Tender and subsequent contract or interpretation of any terms thereof, the decision of the Committee consisting concerned Divisional Head at HO G.M.

[LP] with the matter under dispute, subject to concurrence of MD GMDC, shall be final and binding upon the bidder and/or contractor.

All questions, disputes, differences, whatsoever, which may at any time arise between the parties to this tender and subsequent contract or any matter arising out of or in relation thereto, shall be referred to Sole Arbitrator as per the provisions of Arbitration and Conciliation Act, 1996 and subsequent amendment thereto. The venue of arbitration proceedings shall be at Ahmedabad. The Language of the Arbitration shall be in English.

**JURISDICTION:**

Matter relating to any dispute or difference arising out of this tender and subsequent contract based on the bid shall be subject to the exclusive jurisdiction of Court at Ahmedabad only.

**17. INSURANCE:**

Contractor will be abided by the provision of all labour laws and other prevailing laws. Contractor shall be responsible for payment of any compensation to employees/other affected parties etc., arising out of various labour and other laws in practice. Therefore, contractor will ensure that proper coverage insurance policy etc. is arranged at their cost and the same will be in force till currency of the contract. In the event of nonpayment of compensation by the contractor, GMDC will be at liberty to recover the amount of compensation from the bill or any other amount available with GMDC without assigning any notice.

**18. TRAVELING, LIVING AND OTHER EXPENSES:**

If the Contractor is required to perform complete works, the Contract price shall include all salaries, and wages, all traveling time and expenses, boarding and lodging allowance and medical expenses of all personnel furnished by the Contractor and all payments which the Contractor may have to make in relation to the work, to the labourers and other personnel employed. Further the contract price shall include all taxes and liability in respect of workmen's Compensation Act, Employee State Insurance Act and Employees Provident Fund Act, as specified in clause 24 herein.

**19. MEASUREMENTS**

**19.1 OB/IB removal work: -**

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

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

The measurement and the computations provided by the Management shall be final and binding to the contractor.

**19.2 Lignite Mining, Loading and Dispatch:**

Date and shift wise weighbridge statement duly certified by authorized official, showing numbers of dumpers/trucks loaded by the Contractor during the period along with tonnage of lignite mining, loading and dispatch with a summery sheet showing total tonnages of lignite mining, loading and dispatch during the R.A Bill period and summery sheet showing cumulative tonnages of lignite excavated & loaded up to the R.A Bill period.

**19.3 Transportation and Loading work:**

Date and shift wise weighbridge statement duly certified by authorized official showing numbers of dumpers/trucks for the works of Transportation of Lignite Loading of Lignite/Bentonite by the Contractor during the period along with tonnage of Lignite/Bentonite with a summery sheet showing total tonnages of Lignite/Bentonite Transportation and Loading during the R.A Bill period and summery sheet showing cumulative tonnages up to the R.A. Bill period.

**20. NON FULFILMENT OF TERMS AND CONDITION OF THE CONTRACT:**

- a) If the Contractor fails to carry out the work as per terms and conditions of the contract to the satisfaction of the GMDC, GMDC shall be entitled to forfeit the security deposit paid by the Contractor. This however, shall not absolve the Contractor from his obligation to fulfill the contract. In such event, the GMDC shall have a right to complete and / or to get the work completed at the cost & risk of the Contractor and the Contractor shall be responsible to pay such cost incurred by the GMDC to complete the work and / or to get the work completed.
- b) Likewise, if the Contractor does not fulfil the terms and conditions of the contract and does not carry out the work up to the entire satisfaction of GMDC, GMDC has the right to forthwith

terminate the contract at its sole discretion, without assigning any reason, Under such events, the GMDC shall be entitled to forfeit the security deposit paid by the Contractor and the GMDC shall have a right to complete the work and / or to get the work completed at the risk and cost of the Contractor.

- c) For any reasons, if it is required, the GMDC reserves right to cancel, terminate, amend and / or alter the contract and / or bifurcate and / or reduce the contract work at any time without giving any notice or reason to the Contractor and without incurring any responsibility. For such cases, Contractor shall have to take away his labour, tools, tackles, machinery, equipment etc. and shall leave the site at once or shall have to carry out the instructions of the GMDC.

## **21. ACCIDENT ETC. AND RESPONSIBILITIES OF CONTRACTOR:**

- a) The entire responsibility on account of any accidents, damage or personal injury which may occurred to any of the Contractor's vehicles/ equipments or his/its employees or any outside party shall be exclusively that of the Contractor and no claim whatsoever shall be entertain by the GMDC on this account. The contractor shall keep the GMDC indemnified from all the such consequence.
- b) In the event of any breakdown or accident during the course of any operation, the Contractor shall notify the facts to the Mine Manger, Engineer-In-charge or his otherwise officer immediately of such incidence and shall simultaneously make adequate remedial arrangements on his/its own cost and risk and as per the instruction of the Engineer-in-charge/Mine Manager.
- c) The Contractor shall pay all claims, damages and compensation with cost arising out of or resulting there from to the third party(s) and in case the GMDC would be required to face any proceedings all to pay any amount on the aforesaid account, itshall be deemed to have been discharge on behalf of the Contractor, the same amount shall be recovered from the Contractor bill or dues pending towards GMDC.

## **22. GENERAL CONDITONS**

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

- b. The appointment/ authorization of all employees shall be issued with intimation to and through the Mines Manager of GMDC.
- c. Medical examination of all persons to be employed by the Contractor in the mine will have to be conducted as per law.
- d. All the equipment proposed to be used in the mines shall be physically examined by GMDC's Engineers for verifying its use-worthiness in the mines.
- e. All the persons of the Contractor engaged inside the mining area must wear Helmet and Shoes. As and when required other personal protective wears shall also be provided to them.
- f. The Contractor shall take adequate statutorily prescribed insurance cover for all men and machinery engaged by him/it for performance of the work at site. Any insurance claim brought against the Company by an individual or by customers or by any such other persons who suffered damage due to negligence of the Contractor or his sub-Contractor or his employees / Agent, the same shall be settled by the Contractor at his cost.
- g. The Contractor shall have to open Bank accounts of their workers and shall be required to deposit the wages, advance payment, welfare payments, bonus and all other payments in their accounts. Contractor's bill shall be released only after receiving detailed statement showing name wise wages and all other payments if any having deposited in the accounts of contractor's workers.
- h. The Contractor has to ensure supervision of the work through duly qualified and competent persons and also has to make sure that a responsible Manager/ Engineer is full time available on work site to whom GMDC can issue the instruction and who can fulfill such instructions. Contractor shall appoint qualified Manpower.
- i. The Contractor shall not change the constitution of the company/ firm during the currency of the contract without prior approval of GMDC.
- j. All the staff members of the Contractor shall carry Photo Identity Card while on duty. Contractor shall have to work in three shifts and by three different relays compulsory (Mandatory). The time of commencement of work and of the end of the work for each relay will be in accordance with the timings of GMDC's own workings. Duration of each shift will be Eight hours, with at least half-an hour rest interval in between. There will be no work on weekly days of rest and on paid/public holidays. This condition is a statutory and shall comply without fail.

- k. All the equipment to be deployed by the Contractor must be maintained in proper working order and be fitted with all the required safety devices enforced by DGMS under Mines Act e.g. Audio Visual Alarms, fire extinguisher etc.
- l. In case of any Central/State Government directives regarding mining operation / and execution of work related thereto, the same shall have to be strictly adhered to and binding upon the contractor for implementation, for which GMDC will not be responsible for any compensation.
- m. The Contractor shall abide by the provision of the Motor Vehicle Act for all his machineries. Any consequences arising out of non-compliance of said Provisions will be at the contractor sole risk and cost, for which GMDC will not be responsible for any compensation.

### **23. SUB-CONTRACT**

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

### **24. COMPLETION OF WORK**

When the Contractor fulfills all its obligations under the contract to the satisfaction of General Manger (P) and subject to terms and conditions of the Contractor, it shall be eligible to apply for completion certificate. The General Manger (P) shall formally issue completion certificate, after verifying from the completion documents and satisfying himself that the work has been completed in accordance with all the provisions of this contract and instructions issued to the Contractor by the GMDC and DGMS 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.

Within completion of the work in all respects as defined in the Contractor document, the Contractor shall be required to obtain from the General Manager (P) such completion certificates as to the clearing of the areas on the downhill side of site of all rubbish, dirt, rock overburden materials, structures etc.

- a. If the contractor fail to comply with the requirement of this clause on or before the date fixed for the completion of the work, the General Manger (P) may at the expenses of the

Contractor carry out such work and the Contractor shall forth with pay amount of all such expenses so incurred and shall have no claim in respect of any such work.

- b. For purpose of this clause the following documents are required by the GMDC subject to the conditions that General Manger (P) for his satisfaction.
  - i. A certificate to the effect that no outstanding claim/payments are due to the persons employed by the Contractor or his sub-Contractor, if permitted by GMDC including the Statutory payments, which have fallen due.
  - ii. A no claim, no dues certificate.
  - iii. Proof of depositing P.F.

Immediately on completion of the work, the Contractor shall submit his final bill indicating the gross and net amount payable. On receipt of this, the 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 the company on any account and such further sums as the 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.

## **25. Foreclosure:**

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

After study of the prevailing conditions of the contract under execution, committee may recommends to Fore Close the contract keeping in view the financial implication to both the GMDC and Contractor. Guideline/Modality of the Fore Closure of the contract shall be decided by the committee considering the work executed and unexecuted, period of the contract completed and balance period of the contract, value of the work executed and value of the work unexecuted etc.

Decision of GMDC for Fore Closure of the contract on the recommendations of the committee shall be final and binding to the Contractor.

**26. FORCE MAJEURE:**

- a. Force majeure is herein defined as any cause which is beyond the control of the Contractor or the GMDC as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:
  - i. natural phenomena such as flood, draughts Cyclone, earthquake and epidemics, declaration of war
  - ii. Acts of any government, including but not limited to war, declared or undeclared priorities, quantities, embargoes, providing either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such cases.
- b. The Contractor will advise, in the event of his having resort to this clause by a registered letter duly certified by the statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition. In the event of delay lasting over two months, if arising out of Force Majeure, the contract may be terminated at the discretion of the GMDC.
- c. For delay arising out of Force Majeure, the Contractor will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of force Majeure and neither company nor he Contractor shall be liable to pay extra costs (like increase in rates, remobilization, advance, idle charges for labour and machinery etc.) provided it is mutually established that the Force Majeure conditions did actually exist.
- d. If any of the Force Majeure conditions exists in the place of operation of the Contractor even at the time of submission of bid he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations
- e. The Contractor of the GMDC shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/ or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time given though such cause any occur after Contractor's performance of his obligations has been delayed for other causes.

**Applicability:**

1. Force majeure will be considered in following situation only.
  - (a) In case which is beyond the control of the parties to the contract.
  - (b) The unforeseen event which could not be presumed at the time of finalization of the contract.
  - (c) Any event which could not be foreseen with a reasonable amount of diligence by the parties to the contract. An incidence of natural calamities such as flood, draught, cyclone, earthquake and epidemics, declaration of war may be treated as force majeure.
2. The parties to the contract affected by force majeure should give at least 15 days written notice under proper receipt of his intension to consider certain period as Force Majeure from the date of occurrence of event leading to force majeure.
3. The parties to the contract affected by force majeure should also indicate in the notice about all possible steps taken to reduce the adverse effect of the force majeure event.
4. If the effect of force majeure is likely to affect the parties of the contract for more than 2 months then contract may be terminated with mutual consent.
5. In case of force majeure condition, GMDC reserves the right to extend the period of the contract suitably and liquidated damages may be reviewed during the force majeure period. However, in no case, GMDC will pay any compensation towards force majeure period nor any compensation will be paid for idle machinery and manpower.

**27. CHANGE IN LAW:**

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

**28. INTERPRETATION:**

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

**FORM – A****CHECK LIST OF DOCUMENTS ENCLOSED WITH TENDER****(A) TECHNICAL BID**

<b>Sr. No</b>	<b>Particulars</b>	<b>Declaration (Strike out whichever is not applicable)</b>
1.	Tender Fee	Yes / No
2.	EMD	Yes / No
3.	<b>FORM-A</b> (check list of documents enclosed with tender)	Yes / No
4.	<b>FORM-B</b> (Status of the Contractor)	Yes / No
5.	<b>FORM-C1</b> (Details of work carried out during the last seven years by the contractor)	Yes / No
6.	<b>FORM C2</b> (Details of work carried out should be provided as per FORM C-2 provided in the tender Document)	Yes / No
7.	<b>FORM C3</b> (Details of Contractor as per the format provided in Form C-3 of the Tender Document)	Yes / No
8.	<b>FORM-D</b> (Details of heavy earth moving machinery, equipment etc. Owned and readily available with contractor)	Yes / No
9.	<b>FORM E</b> (Details of heavy earth moving machinery, equipment etc. Owned and readily available with contractor as per format provided in FORM E of the Tender Document)	Yes / No
10.	CA certificate of ownership of machinery as per format provided in <b>FORM F</b> of the Tender Document)	Yes / No
11.	CA Certificate of Net worth, Turnover and Working Capital as per format provided in <b>FORM G</b> of the Tender Document	Yes / No

12.	CA certificate of Turnover of Last Five year as per format provided in <b>FORM H</b> of the Tender Document.	Yes / No
13.	Bid Capacity Certificate certified by CA as per format provided in <b>FORM I</b> of the Tender Document	Yes / No
14.	Undertaking of Genuineness of Document as per format provided in <b>FORM J</b> of the Tender Document	Yes / No
15.	Undertaking regarding genuineness of documents for Bid Capacity Certificate as per format provided in <b>FORM K</b> of the Tender Document.	Yes / No
16.	Undertaking of Indemnity as per format provided in <b>FORM L</b> of the Tender Document.	Yes / No
17.	Declaration of site visit as per format provided in <b>FORM M</b> of the Tender Document.	Yes / No
18.	Declaration of unconditional offer as per format provided in <b>FORM N</b> of the Tender Document.	Yes / No
19.	Declaration of not Blacklisted as per the format provided in <b>Form O</b> of the Tender Document	Yes / No
20.	Declaration regarding unconditional acceptance of all the terms and conditions of the Tender document as per format provided in <b>FORM P</b> of the Tender Document	Yes / No
21.	Power of Authority to sign the documents	Yes / No
22.	Copy of P.F. Registration details	Yes / No
23.	Joint Venture Agreement in case of Joint Venture/ Consortium	Yes / No

**(B) PRICE BID**

	Online Price bid submission in Form 'AA'	Yes / No
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**FORM - B****Status of the Contractor**

Name of the Contractor :	
Address :	
Registered office :	
For correspondence :	
Telephone No.	
Fax No.	
E-mail Address	
Attested copies of Deeds, Articles of association to be enclosed	
Name of person holding power of attorney (Attested copy of power of attorney to be enclosed)	
Names of Partners with their Present and permanent address	
Name of Bankers with full address and Telephone No.	
PAN of Contractor	
GST Registration No. of Contractor	
SAC/HSN Code under GST of Contractor	
PF Registration No.	

## FORM -C1

## DETAILS OF WORK CARRIED OUT DURING THE LAST SEVEN YEARS BY THE CONTRACTOR

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

**Note:** Statement showing year wise separate experience with work orders and work completion certificates duly certified shall be submitted with the supporting certified documents.

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

Form C2

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

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

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

**FORM – C3**  
**DETAILS OF CONTRACTOR**

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

**FORM - D****DETAILS OF HEAVY EARTH MOVING MACHINERY, EQUIPMENT ETC.  
OWNED AND READILY AVAILABLE WITH CONTRACTOR.****D1. Excavators**

<b>Sr. No.</b>	<b>Type of Machine</b>	<b>Manufacturer</b>	<b>Chassis No./Reg. No.</b>	<b>Year of Manufacturing</b>	<b>Whether in working condition or not</b>	<b>Engine HP</b>	<b>Bucket Capacity (in M<sup>3</sup>)</b>	<b>Location</b>	<b>Name of owner</b>	<b>Documentary proof attached or not.</b>
										Yes/No
										Yes/No
										Yes/No
										Yes/No
										Yes/No
										Yes/No
										Yes/No
										Yes/No
										Yes/No
										Yes/No

**D2. Dumpers**

<b>Sr. No.</b>	<b>Type of Machine</b>	<b>Manufacturer</b>	<b>Chassis No./Reg No.</b>	<b>Year of Manufacturing</b>	<b>Whether in working condition or not</b>	<b>Engine HP</b>	<b>Hauling Capacity (in MT)</b>	<b>Location</b>	<b>Name of owner</b>	<b>Documentary proof attached or not.</b>
										Yes/No
										Yes/No
										Yes/No
										Yes/No
										Yes/No
										Yes/No
										Yes/No
										Yes/No
										Yes/No
										Yes/No

D3. Dozers

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

**D4. Other Ancillary Equipment**

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

## FORM-E

## OWNERSHIP OF MACHINERY OF BIDDER

## E1: Excavators

BUCKET CAPACITY	Nos.	Total Capacity
12 M3		
6 M3		
5.10 to 5.9 M3		
4.51 to 5.0 M3		
4.50 M3		
3.51 to 4.49 M3		
3.01 to 3.50 M3		
2.51 to 3.00 M3		
2.0 to 2.50 M3		

## E2: Dumpers

HAULING CAPACITY	Nos.	Total Capacity
35T		
40T		
50 T		
55 T		
60T		
91T		
100T		

## E3: Dozer

DOZER CAPACITY	Nos.
160- 165 HP	
175- 180 HP	
>200	
TOTAL	

**FORM F**

**CERTIFICATE OF OWNERSHIP OF MACHINERY & CAPACITY**

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

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

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

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

**FORM G**

**PROFORMA FOR CERTIFICATE OF NETWORTH, TURNOVER AND WORKING CAPITAL  
NET WORTH, TURNOVER AND WORKING CAPITAL CERTIFICATE**

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

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

Average Turnover of Rs. \_\_\_\_\_

3. Working Capital = Rs. \_\_\_\_\_ as on 31/03/2017.

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

**FORM H**

**PROFORMA FOR CERTIFICATE OF TURNOVER FOR LAST FIVE YEAR**

**TURNOVER CERTIFICATE**

On the basis of the audited books of accounts produced before us by M/s. \_\_\_\_\_  
\_\_\_\_\_, we hereby certify that as per the books of account Turn  
Over of the firm M/s \_\_\_\_\_ for last five years is as under:

Year	Turnover in Rs. Crore
2012-13	
2013-14	
2014-15	
2015-16	
2016-17	

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

**FORM I**

**PROFORMA FOR BID CPACITY**

On the basis of the audited books of accounts produced before us by M/s.\_\_\_\_\_  
\_\_\_\_\_, we hereby certify that the AVAILABLE BID CAPACITY of the firm M/s  
\_\_\_\_\_ is as under:

A:

TURNOVER (in Rs. Crore)

2012-13 -

2013-14 -

2014-15 -

2015-16 -

2016-17 -

Maximum Turnover Rs. \_\_ crore in the Year \_\_\_\_ (i)

No. of days from the next day of last date of Financial Year in which maximum turnover  
Up to date 31/03/2017 = \_\_\_\_Days

Turnover up dated to present level @ 5% per Year = \_\_\_\_\_(Max. Turnover) x 5%  
x Days (ii)

Turnover updated as = A = (i) + (ii) = Rs.\_\_\_\_ Crore + Rs.\_\_\_\_ Crore = Rs.\_\_\_\_ Crore.

N:

N = \_\_ Years

B:

i. Existing Commitments= \_\_\_\_\_ Crore Rs.

ii. Ongoing works to be completed during next 60 months(from the date of opening of technical bid) =                      Crore Rs.

B = Total =                      Crore Rs.

AVAILABLE BID CAPACITY = (A X N X 2 - B) =                      Crore Rs.

Tendered Value of the Work = Rs.                      Crore

AVAILABLE BID CAPACITY = Rs.                      Crore

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

**FORM J**

**(FORMAT FOR AFFIDAVIT)**

**(On Non-Judicial Stamp Paper of RS 100/- )**

**A F F I D A V I T**

**UNDERTAKING REGARDING GENUINNESS OF DOCUMENTS**

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

- i) We are submitting Tender for the work \_\_\_\_\_  
against Tender No. \_\_\_\_\_
- ii) None of the Partners of our firm is relative of employee of \_\_\_\_\_ (Name of the  
Company)
- iii) All information furnished by us in respect of fulfillment of eligibility criteria and  
qualification information of this Tender is complete, correct and true.
- iv) All documents/credentials submitted along with this Tender are genuine, authentic, true  
and valid.
- v) If any information and document submitted is found to be false/incorrect at any time, GMDC  
may cancel my Tender and take action as deemed fit may be taken against us, including  
termination of the contract, forfeiture of all dues including Earnest Money / Security deposit  
and banning/delisting of our firm and all partners of the firm etc.

**SIGNATURE OF THE CONTRACTOR**

**WITH SEAL.**

Dated .....

**Seal of Notary**

**FORM K**

**UNDERTAKING REGARDING GENUINNESS OF DOCUMENTS (Bid Capacity)  
(FORMAT FOR AFFIDAVIT)  
(On Non-Judicial Stamp Paper of RS 100/-)**

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

We are submitting Tender for the work \_\_\_\_\_  
against Tender No. \_\_\_\_\_

None of the Partners of our firm is relative of employee of \_\_\_\_\_ (Name of the  
Company)

All information furnished by us in respect of fulfillment of eligibility criteria and qualification  
information of this Tender is complete, correct and true.

All documents/credentials submitted along with this Tender **for Bid Capacity** are genuine,  
authentic, true and valid.

If any information and document submitted is found to be false/incorrect at any time, GMDC  
may cancel OR my Tender and take action as deemed fit may be taken against us, including  
termination of the contract, forfeiture of all dues including Earnest Money / Security deposit  
and banning/delisting of our firm and all partners of the firm etc.

**SIGNATURE OF THE BIDDER**

**WITH SEAL.**

Dated .....

**FORM L**

(On Letter head of the Contractor)

**UNDERTAKING**

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

Dear Sir,

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

Yours faithfully,

For -----

**(Signature & Stamp of the Contractor)**

**FORM M**

**DECLARATION ABOUT THE SITE VISIT**

(On letter head of the Contractor)

**Name of Works:**

1. Turnkey Mining Contract involving Overburden/ Inter burden removal, Excavation and/or Loading of Lignite from mines face and ancillary activities at Surka (North), Bhavnagar.
2. Transportation & Unloading of Raw lignite from mines face to Stack yard: (One way distance ranges from 1.50 Km to 5.00 Km)
3. Loading of-
  - a) Lignite into consumer's truck from Lignite Stack yard by deploying excavator/loader.
  - b) Bentonite from Dump/Stack yard in to Consumer's trucks.

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

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

**SIGNATURE OF THE CONTRACTOR**

**WITH SEAL.**

Dated .....

**FORM N**

**DECLARATION OF UNCONDITIONAL OFFER**

(On letter head of the Contractor)

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

**SIGNATURE OF THE CONTRACTOR**

**WITH SEAL.**

Dated .....

**FORM O**

**DECLARATION**

(On letter head of the Contractor)

FROM:

DATE:

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

Dear Sir,

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

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

Yours faithfully,

\_\_\_\_\_  
Signature and Stamp of the Contractor

**FORM P**

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

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

**SIGNATURE OF THE BIDDER WITH SEAL.**

Dated .....

**(On letter head of the Contractor - To be produced at the time of release of  
Security Deposit and Bank Guarantee)**

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

**Name of Works:**

1. Turnkey Mining Contract involving Overburden/ Inter burden removal, Excavation and/or Loading of Lignite from mines face and ancillary activities at Surka (North), Bhavnagar.
2. Transportation & Unloading of Raw lignite from mines face to Stack yard: (One way distance ranges from 1.50 Km to 5.00 Km)
3. Loading of-
  - a) Lignite into consumer's truck from Lignite Stack yard by deploying excavator/loader.
  - b) Bentonite from Dump/Stack yard in to Consumer's trucks.

**NO DEMAND CERTIFICATE**

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

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

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

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

**Signature & Stamp of the Firm**

**Signature & Address of Witnesses.**

(1) \_\_\_\_\_

**Date:-**

(2) \_\_\_\_\_

Plate No.1

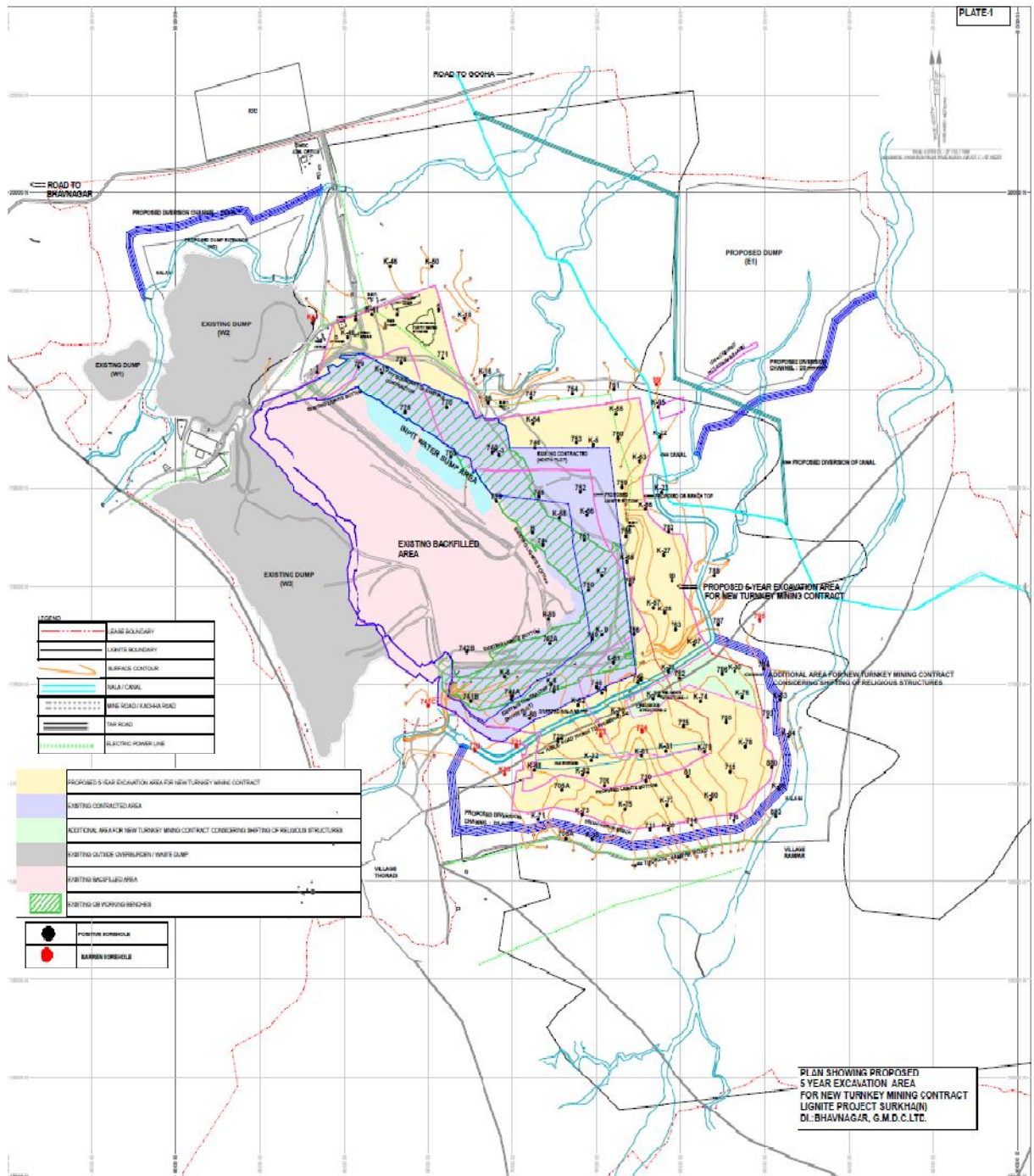


Plate No.2

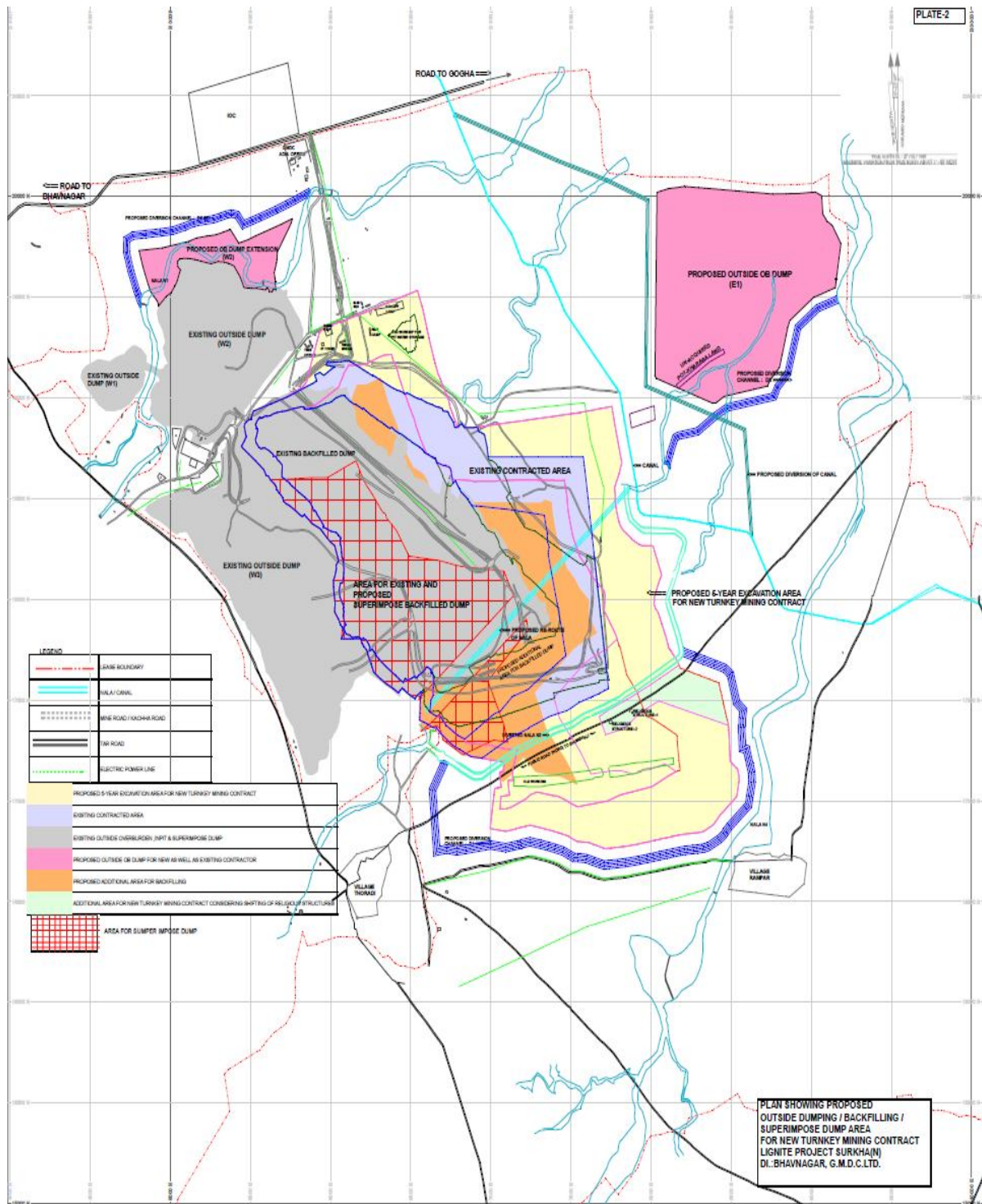


Plate No.3

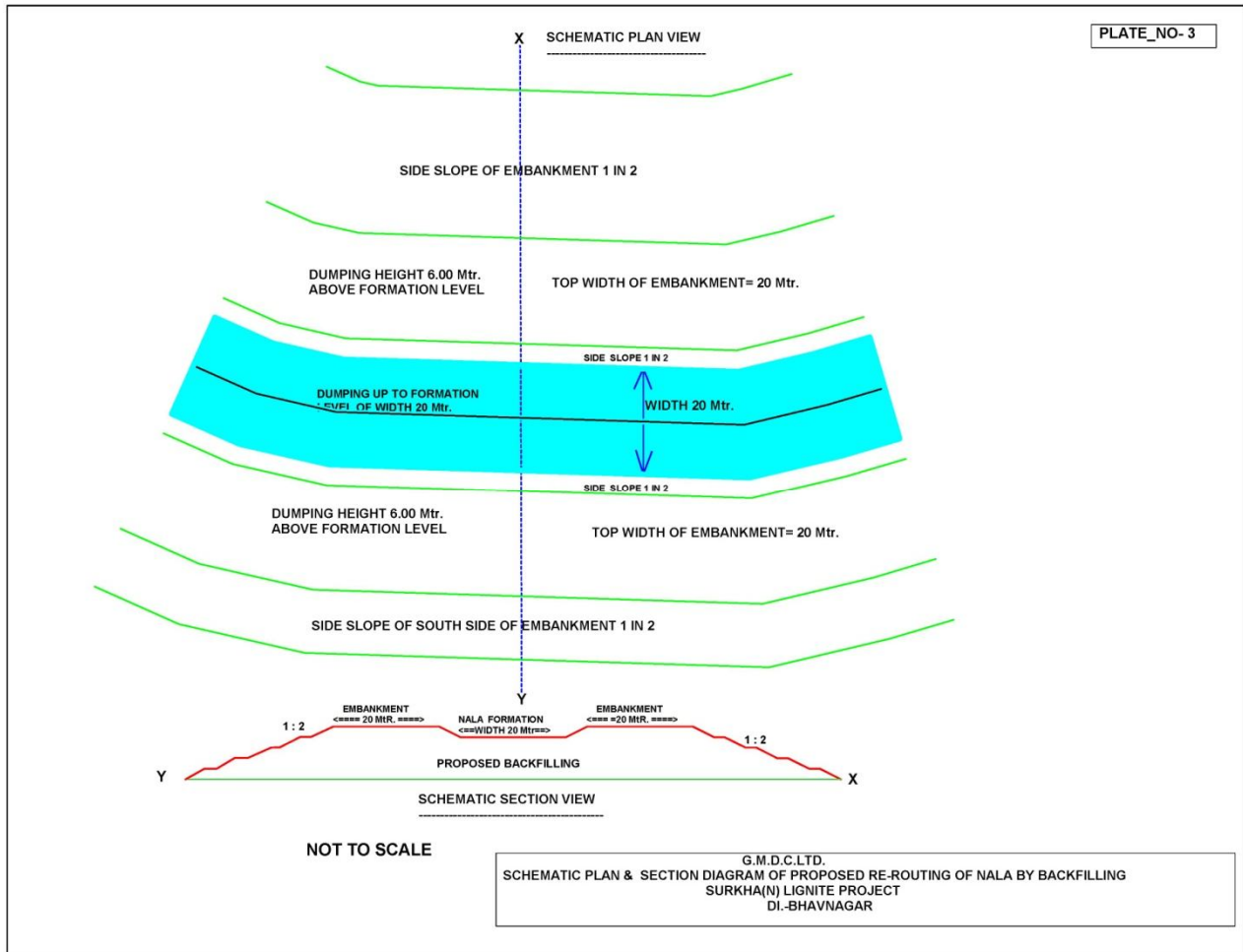


Plate No.4

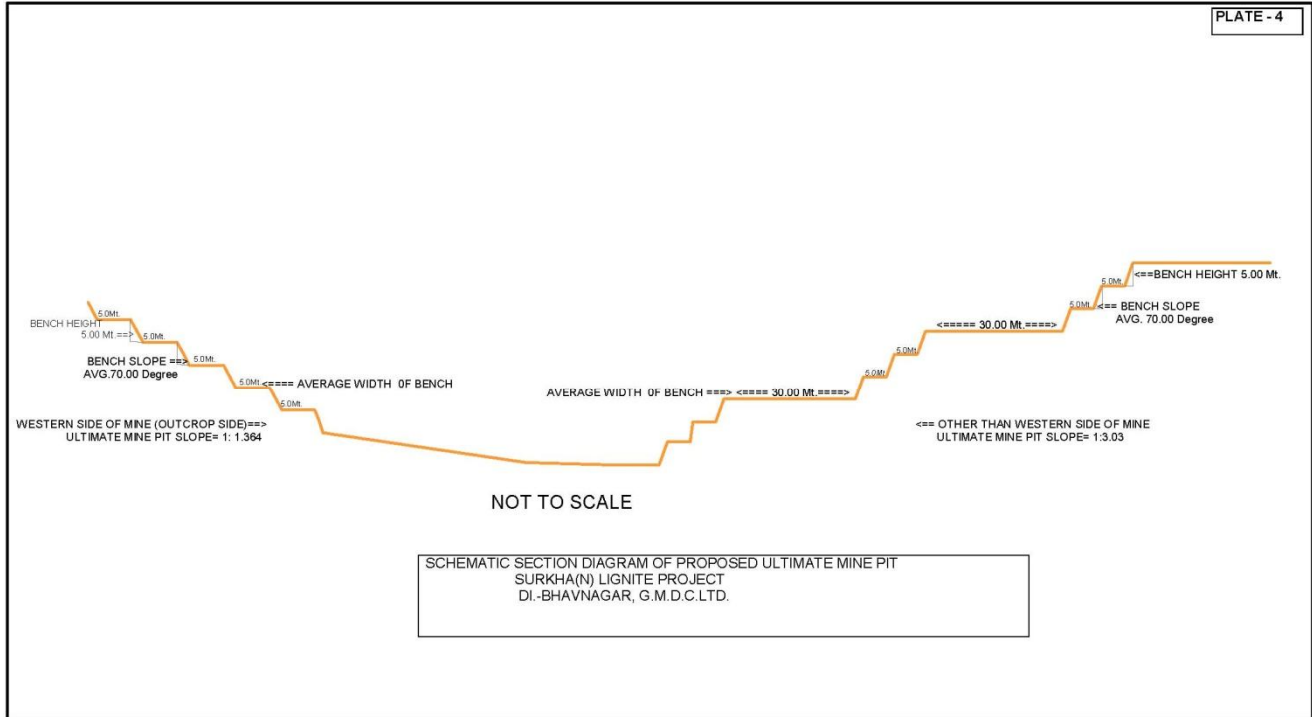
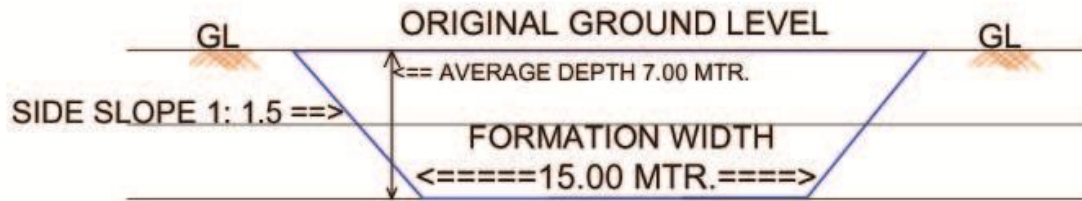


Plate No.5

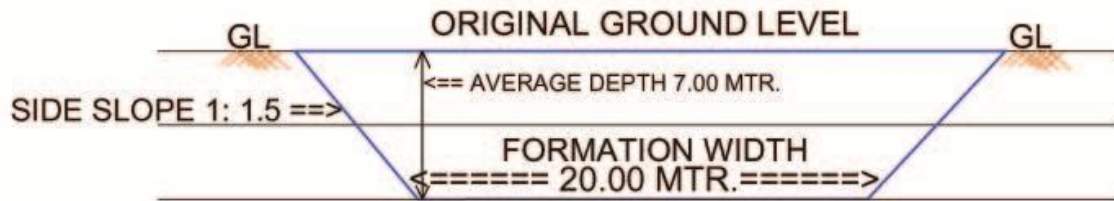
PLATE NO. 5

SCHEMATIC CROSS-SECTION OF PROPOSED DIVERSION OF NALA D2 & D3



NOT TO SCALE

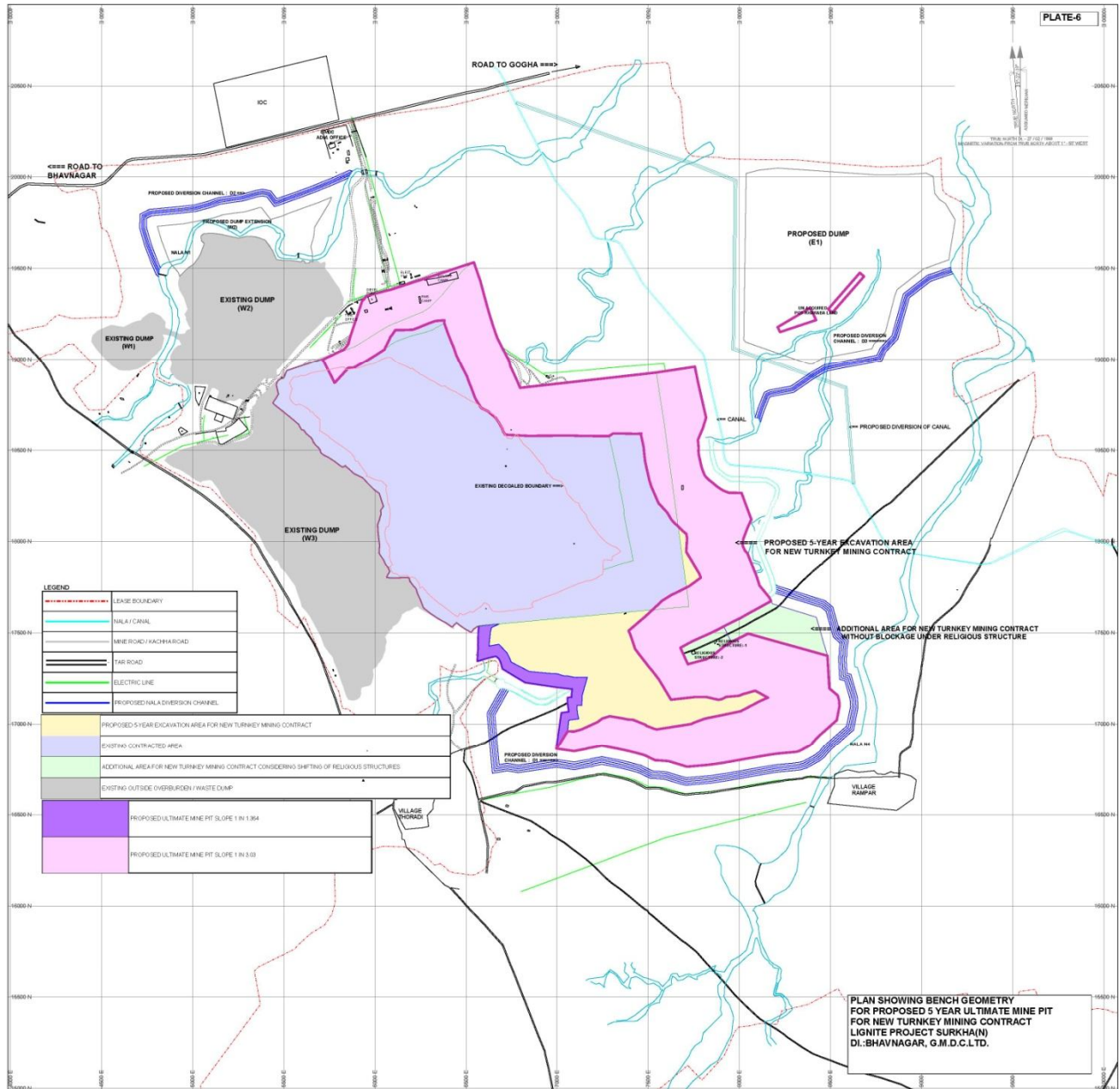
SCHEMATIC CROSS-SECTION OF PROPOSED DIVERSION OF NALA D1



NOT TO SCALE

GMDC LTD.  
SURKHA(N) LIGNITE PROJECT  
DI - BHAVNAGAR

Plate No.6



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

Name of Work:

Name of Contractor:

Address:-

S. No.	Description	Estimated Qty. (Lac MT)	Unit	Rate in Rs. per Unit	Amount in Lac Rs.
<b>(1)</b>	<b>Lignite Mining, Loading &amp; Dispatch including ancillary activities</b>				
A	Work Component (Excluding Diesel):	68.00	Rs/MT		
B (i)	Diesel Component:		Litre per MT		
(ii)	Price of Diesel as on date of uploading of the Tender Document i.e. <b>11/09/2017</b>		Rs per Litre	60.08	
B =(i X ii)	Diesel Component	68.00	Rs/MT		
	<b>Sub-Total Rate in Rs/MT (A + B) &amp; Amount</b>		<b>Rs/MT</b>		
<b>(2)</b>	<b>Transportation &amp; Unloading of Raw lignite from mines face to Stack yard including ancillary activities: (One way distance ranges from 1.50 Km to 5.00 Km)</b>				
	<b>Sub-Total Amount of Item at Sr. No.(2)</b>				
<b>(3)</b>	<b>Work of Loading including ancillary activities:</b>				
(a)	Lignite into consumer's truck from Lignite Stack yard by deploying excavator/loader	24.00	Rs./MT		
(b)	Bentonite from Dump/Stack yard in to Consumer's trucks	5.00	Rs./MT		
	<b>Sub-Total Amount of Item at Sr. No. (3) (a) &amp; (b)</b>				
	<b>Grand Total Amount of Item at Sr. No. (1),( 2) &amp; (3)</b>				

**Note: Rate includes all taxes except Goods and Service Tax.**

Signature of contractor with seal

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

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

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

..... (Name of the Bank )  
Address.....  
Guarantee No.....  
A/C Messrs..... (Name of Contractor)  
Date of Expiry.....  
Limit to liability (currency & amount).....  
Invitation for Tender No..... Dated..... (Bidding document)  
For..... (Name of Facilities)

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

Date.....20

To

General Manger (LP & Sales),  
Gujarat Mineral Development GMDC.  
132 Ft Ring Road, Near University Ground  
Vastrapur, Ahmedabad.

Dear Sir,

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

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

1. We the \_\_\_\_\_ ( Name of Bank ) hereinafter referred to as "Bank" having our registered office at \_\_\_\_\_ ( address of Bank ) do hereby undertake and agree to indemnify and keep indemnified GMDC to extent of INR \_\_\_\_\_( \_\_\_\_\_ only ) ( figures in words ) against any losses, damage cost, charges and expenses caused to or suffered by or that may be caused or suffered by GMDC by reason of any breach or breaches by the Contractor of any of the terms and conditions contained in the said Bidding Document and unconditionally pay the amount claimed by GMDC on demand and without demur to the extent aforesaid.
2. We \_\_\_\_\_ (Name of Bank) do hereby undertake to pay the amounts due and payable under the guarantee without any demur merely on a demand by you stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by you by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Bidding Document by reason of the Contractor's failure to fulfill the conditions of said Bidding Document. Any such demand on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR \_\_\_\_\_.
3. We \_\_\_\_\_ ( Name of Bank ) further agree that GMDC shall be the sole judge of and as to whether the Contractor has committed any breach or breaches of terms and conditions of the said Bidding Document and the extent of loss, damages, costs, charges and expenses caused to or suffered by or that may caused to or suffered by GMDC on account hereof to the extent of the Bid Security required to be deposited by the Contractor in respect of the said document and the decision of GMDC that the Contractor has committed such breach or breaches and as to the amount or amounts of loss, damages, costs, charges, and expenses caused to or suffered by or that may be caused to or suffered by GMDC shall be final and binding on us.
4. We \_\_\_\_\_ (Name of Bank) further agree that guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance on the said Bidding Document and that it shall continue to be enforceable till you certify that terms and conditions of the said Bidding Document have been fully and properly carried out by the said Contractor and accordingly discharge the guarantee. Unless a demand or claim under this

guaranteed is made on us in writing on or before the (date) \_\_\_\_\_ we shall be discharged from all liability under this guarantee.

5. We \_\_\_\_\_ ( Name of Bank ) further agree with you that you have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bidding Document or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by you against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Bidding Document and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor or for any forbearance act or omission on your part or any indulgence by you to the said Contractor or any such matter or thing whatsoever under the law relating to sureties would but for this provision have effect of so relieving us.
6. It shall not be necessary for GMDC to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which GMDC may have obtained from the Contractor at this time when proceeding are taken against Bank hereunder be outstanding or unrealized.
7. We \_\_\_\_\_ (Name of Bank) further undertake to unconditionally pay the amount claimed by GMDC merely on demand and without demur to the extent aforesaid.
8. We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of GMDC in writing and agree that any change in the constitution of GMDC or the Contractor or the said Bank shall not discharged our liability hereunder dated \_\_\_\_\_ day of \_\_\_\_\_ 20. \_\_\_\_\_ for \_\_\_\_\_ ( Name of Bank)

Yours faithfully

For.....

(Name of the Bank)