



TENDER NO. GMDC/MMLG/SCRAP/001/18-19

**SCRAP DISPOSAL OF MINING EQUIPMENTS
(BEML Water Sprinkler WS28 &
BEML Motor Grader GD605R)**

AT

GMDC LIMITED

**LIGNITE PROJECT, MATA NA MADH
TAL. NAKHATRANA, DIST. KUTCHH
STATE: GUJARAT
PIN: 370625**

Tender approval committee:

Sr Mgr (Store) AM/Mgr (Mech.) AM (Fin) AM (HR) Prod. Mgr. GM (Project)

Total no. of pages: 15



(On bidder's letter-pad)

FROM :

LETTER NO. :

DATE:

To,
GM. (Project),
Gujarat Mineral Development Corporation Ltd.,
Lignite Project, Mata Na Madh
Ta. Nakhatrana, Distt. Kutchh

Sub. : Submission of E.M.D./Tender fee for Tender No. GMDC / MMLG / SCRAP /
001 / 18-19

Dear Sir,

With reference to above, and as per terms & conditions of Tender, we are sending herewith EMD amount as per the details given hereunder:

Lot No.	EMD Amount (Rs.)	D.D./Pay Order No.	Name of the Bank / Branch
01			
02			

And Tender fee DD/Pay order No: _____ Dtd. _____

Name of the Bank and Branch: _____

For Rs. _____

Kindly, acknowledge by issuing the stamped receipt for the same.

Thanking you,

Yours faithfully,

NAME / SIGNATURE



DECLARATION BY THE BIDDER

(TO BE FILLED UP BY THE BIDDER & TO BE SUBMITTED ALONGWITH THEIR TENDER)

DECLARATION BY THE BIDDER

I/ We have fully read and understood the General Terms and Conditions of tender and I/We am/are returning this Declaration Sheet herewith duly signed by me/us in token of having accepted the aforesaid General Terms and Conditions of Tender and I/We have made my/our after accepting these Terms & Conditions. I/We fully agree that once I/We have endorsed my/our signatures herein below all conditions whatsoever may be mentioned by me/us which may not be acceptable to you shall be deemed to be withdrawn by me/us and I/We am/are fully aware that no grievance whatsoever shall be entertained by you if our Tender / Quotation is accepted / finalized:

Signature of Bidder
(Full Signature Only) (Please sign in full)

Full Name of Signatory

Designation of Signatory
(Specify whether Proprietor/Managing partner etc.)

Rubber stamp of company:



Details of Bidder Firm

1. Name & Address of Bidding Firm : M/s.
.....
.....
.....

2. Bank A/c No. : Name of Bank.....
(for the Purpose of EMD/SD refund) Branch / Place of Bank.....
Bank A/c Number:.....
Bank IFSC/NEFT Code:.....

3. Phone No. : (Off.) Mobile No.....
(Res.) Fax No.
Email ID:
PAN No:
TIN No:

4. Nature of firm : Proprietorship/Partnership/Pvt. Ltd. /Public Ltd.
(Please strike out which is Any other (Pls. specify)
not applicable).



TENDER NO GMDC/MMLG/SCRAP/001/18-19

SEALED TENDER IS INVITED FOR DISPOSAL OF SCRAP MATERIAL LYING AT OUR LIGNITE PROJECT, MATA NA MADH, TAL. NAKHATRANA, DIST. KUTCHH. ON “**AS IS WHERE IS & NO COMPLAINT**” BASIS:

	Item & Quantity	As mentioned in the list attached (Lot Nos. 01 & 02)
	Inspection	Scrap can be inspected at Lignite Project, Mata Na Madh Tal. Nakhatrana, Dist. Kutchh during working hours except on Sundays / Public Holidays. Inspection hours: 09.00 AM to 03.00 PM; Lunch Hours 01.00PM to 2 PM. Weekly Off: Sunday. (Other holidays as per Govt. Rules) Email ID: matamadh@gmdcltd.com Contract Person : Mr. R. K. Dash, GM (Project) Phone No. 09727792695
	Tender fee	Rs. 500/- per Tender (Non refundable) by M.O. / D.D. Rs. 700/- per Tender (by Mail). GST @18% shall be payable extra on the tender fee.
	EMD	EMD by DD drawn in favor of GMDC LTD. payable at Ravapar, Taluka Nakhatrana, Kutchh District, Gujarat.
	Last Date & Time of issue of Tender by hand.	19.09.2018 Upto 03.00 p.m.
	Last Date & Time of issue of Tender by Mail	15.09.2018 Up to 10.00 a.m.
	Last date & time of Submission of tender.	24.09.2018 Upto 03.00 p.m.
	Date & Time of Opening the tender in presence of bidders	26.09.2018 @ 03.00 p.m.

Note:

1. TCS will be calculated @ 1.00% or as applicable on all items & GST will be charged extra. In case of any change in the tax regime by state / central government, the same shall be applicable extra before affecting the actual delivery.
2. **GST @ 18%** or as applicable will be charged on rent charges.
3. The Corporation reserves it's right to reject any OR all the tenders without assigning any reasons thereof. Bidders must quote their prices against each item.



4. For quoted prices, instructions if any has to be strictly followed as given under each groups of items.
5. Tender document can be downloaded from our Website www.gmdcltd.com. However, in such case, the bidder has to submit tender fee Rs 500/- **plus GST @ 18%** by demand draft drawn in favor of GMDCLTD. payable at Ravapar, Kutchh along with tender.
6. Our banker's details
 - Banker's Name : DENABANK
 - Branch : RAVAPAR BRANCH,
DISTT. KUTCHH 370625
 - Account Number : 03731 1001067
 - IFSC Code : BKDN0330373

Name & Address of Bidder:



TENDER NO GMDC/MMLG/SCRAP/001/18-19

Lot No	Description	U.O.M.	Qty. (Weight in MT is approx.)	HSN CODE	GST %	TCS on basic amount +VAT amount is charged.	EMD In Rs.
1	BEML WS28 WATER SPRINKLER, SR NO 06 , GJ-12-AN-1549 (in scrapped condition)	MT	23.150	7204	18%	1	10000.00
2	BEML GD605R MOTOR GRADER, SR NO 03 , GJ-12-AN-0080 (in scrapped condition)	MT	12.500	7204	18%	1	5000.00

NOTE: RTO Registration: Applied for cancellation

Note: MT stands for "Metric Ton" [i.e. 01 MT = 1000 Kgs.]

Bidder's sign and stamp:



GENERAL TERMS & CONDITIONS OF SALE

- 1) Material is being offered for sale on “As is where is & no complaints basis” basis.
- 2) The Corporation may increase/decrease/delete the quantity/items before delivery or may split any OR all items to one OR more parties.
 - a) The person signing the schedule of RATE(S) will be deemed to be the only authorized representative of the Bidder for any or all transactions with GMDC in connection with this Tender. His signature will be considered as Authorized Signature.
 - b) All rates and prices in the tender should be both in figures and in words written in the schedule of Rate(s). Tender(s) containing overwritten or revised rates without being authenticated by Bidder’s Signature is / are liable to be rejected. Should there be any variation between the rates indicated in figure and words, the higher of the two shall be considered. Taxes and duties will be extra as applicable.
- 3) Offer should accompany lot wise Earnest Money Deposit either in the form of demand draft or through RTGS, in favor of G.M.D.C. Ltd. payable at Ravapar, Kutchh. Offers received without Earnest Money Deposit/Tender fee will not be considered in any case. EMD will not attract any interest charges. Bidders are advised to write or affix their rubber stamp at the back of the DD towards EMD showing the name and address of their firm / company.
- 4) After opening of tenders, successful bidder/s will be informed about acceptance of their offer, by issuing offer letter.
- 5) After issuance of such intimation to successful bidder/s, they will have to obtain delivery order from stores section within 20 days time from the date of offer letter which will be issued only after payment of full value of the material / stores along with taxes / TCS / duties for which their offers has been accepted.
- 6) **DEFAULT IN PAYMENT:** In case of default in payment of the balance Sale Value within 20 days from date of Offer Letter, the due payment may be made together with additional charges @ 1% per week **plus**



GST @18% or part thereof calculated on the Full 100% Sale Value for a minimum period of one week or multiple thereof. EMD will be adjusted towards material value only on receipt of the balance Sale Value within the prescribed time. However, this shall not confer any right to the Successful Bidder to make any Late Payment of Balance Sale Value or applicable Duties and Taxes and GMDC reserves the right not to accept the payment of the Balance Sale Value with or without the additional charges after the expiry of the free payment time.

- 7) After issuance of delivery order, the successful bidder will have to take delivery of material within 45 days time from the date of Delivery order failing which Corporation may dispose off the same to any other party in any manner at the risk and cost of the successful bidder and their earnest money will be liable to be forfeited.

Default in lifting materials: In case of any Default in lifting of materials by the successful bidder within the prescribed free time limit, the outstanding material may be lifted within 14 (Fourteen) Days from the due date subject to payment of Ground Rent by the successful bidder directly to the GMDC for the period of delay. Ground Rent will be payable @ 1% per week plus **GST @18%** or part thereof. If successful bidder does not take delivery of the materials after issuing delivery order, Corporation will cancel the delivery order without intimation to the party and will forfeit 25% amount paid against tender without giving any notice as well as take action for damages / losses caused to the Corporation.

- 8) Bidders should quote separately for each Lot. Offers for all lots will not be considered and will be rejected except for the items specifically mentioned in the terms & conditions.
- 9) The Corporation reserves the right to reject any OR all the offers for one or more or all the items without assigning any reasons thereof and is not liable to the bidders for any consequent losses or damages arising there from.
- 10) The prospective bidders are advised to inspect the material / stores at our works site during the specified inspection hours before submitting their offers.
- 11) Any conditional offer is not binding to the Corporation and is liable to be rejected.



- 12) The offers should reach the Corporation's Registry Department in sealed cover super scribed with the words "Offer for Disposal of Scrap Items"; and Tender No, date of opening with due Earnest Money / Tender fee **on or before 03.00 p.m. of 24.09.2018.**
- 13) Tender offers **will be opened on 26.09.2018** at 03.00 p.m.; bidders can remain present at the time of opening.
- 14) The offer/s will be deemed to have been submitted on the basis that bidder has agreed to all these terms & conditions of the tender.
- 15) The decisions of the Corporation in case of dispute will be binding to the bidders.
- 16) Validity of the tender should be 120 days from the date of opening of the tender; if required by the Corporation, the bidder will have to extend the validity for a further period of 30 days unconditionally.
- 17) The tender submitted in contravention of the terms & conditions stated herein will not be considered.
- 18) Any matter relating to any dispute or difference arising out of this tender & subsequent scrap sale based on the bid offered by the bidder shall be subject to the exclusive jurisdiction of Courts at Ahmedabad only. All questions, disputes, differences, whatsoever, which may at any time arise between the parties to this scrap sale process in connection with this tender or any matter arising out of or in relation thereto shall be referred to Sole Arbitrator as per the provisions of Arbitration and Reconciliation Act, 1996 and the venue of arbitration proceedings shall be at Ahmedabad. The Language of Arbitration shall be in English.
- 19) Documents / Certificate prescribed in Condition 20 to 24 herein below in case of those Items / Lots which comprised "Hazardous Waste" materials within the meaning of the "Hazardous Waste (Management and Handling) Rules, 1989" – These Documents / Certificates should be duly attested by a Notary Public.



SALE OF HAZARDOUS WASTE ITEMS:

- 20) **The sale of Hazardous Waste items, namely Waste Oil and specified categories of Non-Ferrous Metal Waste will be governed by Hazardous Wastes (Management & Handling) Rules, 1989 and its Amendments and the sale of Batteries will be governed by the Batteries (Management & Handling) Rules, 2001 and its Amendments. For such items, only those Parties shall be eligible to bid who have Valid Registration Certificates from the State as well as Central Pollution Control Board (PCB).**
- 21) **In case of Sale of Waste Oil & specified Non-Ferrous Metal Waste involving transport of such material to the successful bidder's Plant / Processing Unit located in a State other than Gujarat state, the successful bidder must obtain and submit 'No Objection Certificate' from the State PCB where the successful bidder's Plant / Processing Unit is located, to the GMDC before taking delivery, failing which the sale will be treated as cancelled and further action will be taken by GMDC as may be deemed fit by the Corporation.**
- 22) **In case of Items other than Waste Oil, specified Categories of Non-Ferrous Metal Wastes and Batteries, which fall under the category of HAZARDOUS WASTE, the sale will be governed by the Hazardous Waste (M&H) Rules, 1989 and its Amendments.**
- 23) **Party bidding for hazardous waste should have valid certificate from state as well as central pollution control board and have to submit true copy of the same along with payment made to the GMDC. Please note that delivery of hazardous materials will not be given if such certificate is not submitted to GMDC.**
- 24) **No Lot in this tender is COVERED UNDER HAZARDOUS MATERIALS LIST.**
- 25) **Corporation reserves its right to demand copy of any other document / License / Certificate issued by any Statutory / Govt. Authority in favour of the Bidder / Successful Bidder, if required, under any Statutory or State / Central Government Act / Law / Order / Rules etc.**
- 26) **The sale value including GST, Duties, TCS and other charge as applicable must be paid by Demand Draft / Pay Order drawn on any**



nationalized bank in favor of GMDC Ltd., payable at Ravapar, Kutchh. Our Banker is Dena Bank, Ravapar, Taluka Nakhatrana, Kutchh.

- 27) The goods will be sold on "As is where is" and on "No complaint basis" in so far as physical condition of the same is concerned. The Bidder(s) will, therefore, be deemed to have made themselves aware of the physical conditions, dimensions, size, weight, working conditions etc., by inspecting the materials before submitting their Tender and neither complaint nor any claim in this regard will be entertained by GMDC after the submission of the Tender.
- 28) Where the goods are sold by unit weight or unit number basis and not on the basis of "Lot", the quantity indicated in such cases against the respective lots are purely indicative which in actual may turn out to be more or less than the indicated quantity. In case of actual quantity turning out to be less than the indicated quantity after due completion of the lifting by the successful bidders(s), the successful bidder(s) shall not be entitled to claim any damages, loss of interest or compensation on any other account, but shall be entitled to proportionate refund only. All bidders are advised to visit our site and see all the scrap materials physically and then quote the tender in order to avoid any confusion.
- 29) All taxes including GST or other Levies entail on the transaction under any provincial, Local or Central taxes in force for the time being or enforced hereafter, having its impact on the transaction, will be to successful bidder's account and should be deposited by the successful bidders along with cost of the material.
- 30) The materials to be purchased by the Successful Bidder(s) shall be subject to all such Duties as may be applicable from time to time and the same shall be borne by the Successful Bidder(s).
- 31) Whatever statutory rate of GST, other Levies etc., if any, is / are assessed and applicable on the date of actual removal / lifting of materials shall be paid / payable by the successful bidder(s). Any State / Central Duties and / or Taxes indicated in the Tender catalogue and / or GMDC offer letter, Delivery Order or any other Letter / Correspondence of GMDC will be only indicative and any error in same will not be accepted as an excuse from the successful bidder in this regard.



- 32) The successful bidder(s) will be responsible to comply with provisions of GST Act and concerned State and central the Rules framed there under and also by the Order / Instructions issued in this behalf by the appropriate Authority.
- 33) In the event of dispute with regard to Excise duty and Central Excise Authorities levying and additional charges, such Duty / charges shall be payable by the successful bidder(s). Any penalty imposed by the Excise Authorities for non-observance of Excise procedure by the successful bidder(s) shall also be borne by them.
- 34) In case of sale of mining machinery, heavy earth moving equipment or light / heavy vehicle, delivery of vehicle will be given only after completion of RTO formalities.
- 35) **No hot-work permission shall be allowed to the successful bidder inside the principal's stockyard premises for dismantling operations; If allowed such hot-work permission, it would be at successful bidder's risk & cost only to the extent of facilitating the loading and transportation of the goods and subject to that successful bidders take all due precautions.**
- 36) **For the purpose of removing the materials, the successful Bidder shall employ or engage only his / their own personnel and shall keep the seller (GMDC) fully indemnified against any claims whatsoever including claim for wage, injuries, compensation, death etc.**
- 37) **While removing materials, if any accident or damage to the property / life etc. arises by reason of any act of negligence / omission / default or non-compliance with any of the Terms & Conditions of statutory regulations or rules and regulations applicable within GMDC's premises, on the part of the Successful Bidder's / his representative or employees resulting in death or injury to any persons or damages to the property of GMDC or any third Party, then in such an event the Successful Bidder will have to pay compensation to any such person including the employees of GMDC for such injury / for damage to person's property of such persons. The Bidder shall in such event keep the GMDC indemnified from any demand, claims or proceedings made.**
- 38) **In case of Goods sold on Lot Basis, the Ground Rent will be calculated on the value of the entire Lot even if lifted in part, where as in case of**



Goods sold on Unit Weight or Unit Number Basis, the Ground Rent will be calculated on the value of un-lifted quantity.

- 39) **Bidders have to sign each pages of this tender document as a token of acceptance of its all terms and condition.**
- 40) The Earnest Money Deposit of all unsuccessful bidders shall be returned immediately except to the highest bidder & second highest bidder. The EMD of the Second highest bidder shall be returned on finalization of the tender/bid.
- 41) For taking delivery of materials, successful bidder have to bring Original Delivery order, Original and True copy of Photo ID proof of driving license / PAN Card / Election Card, Original Letter pad, Rubber Stamp, etc. of your firm. In case successful bidder authorizes someone else, then he has to bring all documents as stated here and an authorization letter containing signature of representative on letter pad of successful bidder duly authorized by bidder's signature.
- 42) Tenders once submitted cannot be withdrawn on any account.
- 43) You will also provide and maintain until the scrap is lifted by you, '**Third party liabilities and property damage insurance, Workman's compensation and road vehicle third party insurance**'.
- 44) **Since it will not be possible for us to inform each and every bidder regarding changes / amendments / corrections / modifications made in the tender after publishing it, hence bidders are advised to download and carefully study latest updated tender copy on our website www.gmdcltd.com 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.**
- 45) Please write invariably your Email ID so that any tender amendment / correction / change / modification, Offer letter, Delivery Order etc. & other essential communications can be conveyed via e-mail to you quickly.



Price Bid: GMDC/MMLG/SCRAP/001/18-19

Lot No	Description	U.O.M.	Quantity	Rate in Rs. per UOM	Total Value in Rupees (in figures)	Total Value in Words
1	BEML WS28 WATER SPRINKLER, SR NO 06 , GJ-12-AN-1549 (in scrapped condition)	MT	23.150			
2	BEML GD605R MOTOR GRADER, SR NO 03 , GJ-12-AN-0080 (in scrapped condition)	MT	12.500			

Note: **Taxes and duty will be charged extra.**

Bidder's sign and stamp: