



Gujarat Mineral Development Corporation Limited

Notice Inviting Tender

**Transportation
Of Lignite From
Umarsar Lignite Mines to Akrimota Thermal Power Station (One Side)
And
Ash From
Akrimota Thermal Power Station to Panandhro Lignite Mines (One Side)**

Tender Number GMDC/ATPS-PD-07/21-22

**General Manager (Power)
Gujarat Mineral Development Corporation Ltd.
(A Govt. Of Gujarat Enterprise)**

CIN : L14100GJ1963SGC001206, GST : 24AAACG7987P1ZT

KhanijBhavan, 132' Ring Road, University Ground, Vastrapur, Ahmedabad 380 052

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TENDER NOTICE

Tender Number GMDC/ATPS-PD-07/21-22

Place of work	<ol style="list-style-type: none"> 1. 2x125 MW Akrimota Thermal Power Station, TalukaLakhpat, District Kutch, Gujarat. 2. Panandhro Lignite Project, TalukaLakhpat, District Kutch, Gujarat. 3. Umarsar Lignite Project, TalukaLakhpat, District Kutch, Gujarat.
Brief Description of work	<ol style="list-style-type: none"> 1. Unloading and transportation of Lignite from Umarsar Lignite Mines to Akrimota Thermal Power Station (One Side) 2. Loading, unloading and transportation of Ash from Akrimota Thermal Power Station to Panandhro Lignite Mines (One Side).
Period of contract	The initial Contract shall be given for six months, which can be extended for another period of six months with same terms and conditions at the sole discretion of GMDC.
Estimated Contract Value	Rs. 4,22,00,000/- (Rupees Four Crores Twenty Two Lakhs Only) excluding GST.
Availability of Tender	<p>RFP shall be floated on the GMDC website (www.gmdcltd.com) and nprocure portal (https://gmddnprocure.com).</p> <p>Bids shall be required to be submitted online on the nprocure portal (https://gmddnprocure.com).</p>
EMD (Earnest Money Deposit)	<p>Rs. 12,66,000 (Rupees Twelve Lakhs Sixty Six Thousand only) in any one of following form</p> <ul style="list-style-type: none"> ➤ DD in favour of GMDC Ltd. Payable at Ahmedabad. ➤ Fixed Deposit from Banks approved by Govt. Of Gujarat (except Co-operative Bank) duly pledged in favour of GMDC for a period of not less than 6 (six) months from the last date of submission of bid and shall be renewed from time to time in case of requirement. ➤ Bank Guarantee issued by banks approved by Govt. Of Gujarat from time to time (except Co-Operative bank) in the form and manner acceptable to GMDC (Govt. GR is annexed at Annexure-B for approved bank). It should be valid for a period of not less than 6 (six) months from the last date of submission of bid. <p><i>Relaxation in terms of submission of EMD shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of Tender.</i></p>
Tender Processing Fee	<p>Rs. 15,000/- (Fifteen Thousand only) plus GST @ 18% aggregating to Rs.17,700/- payable by Demand Draft/ Pay Order drawn in favor of "GMDC Ltd." Payable at Ahmedabad.</p> <p><i>Relaxation in terms of submission of Tender Processing Fee shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of Tender.</i></p>



Commencement of tender	22 nd July 2021
Last date of submission of written request for clarification for pre-bid.	29 th July 2021 up to 18.00 Hours
Pre Bid Meeting	Pre-Bid Meeting will be held on 5 th August 2021 at 12.00 Hours. Venue of pre-bid meeting will be Corporate Office, GMDC, Ahmedabad (Gujarat). Maximum two members per consultant will be allowed for the Pre-Bid meeting.
Last date of submission of bid through online	18 th August 2021 up to 18.00 Hours
Last date of submission of physical documents i.e. EMD, Tender Fee etc.	18 th August 2021 up to 18.00 Hours at Corporate Office, GMDC Ahmedabad
Date for online opening of preliminary bid.	18 th August 2021 at 18.30 Hours
General and Important Terms and Conditions	<ol style="list-style-type: none"> 1. GMDC reserves absolute right/discretion to accept and/or reject any or all the tenders received or invite fresh bid at any stage or split the work between more than one Bidders as the case may be. 2. The Bidders are required to quote the rate strictly as per the terms and conditions mentioned in the Tender document. Conditional tender shall not be entertained and will be rejected summarily without assigning any reasons, whatsoever. 3. GMDC may issue amendments/corrigendum in the tender documents, schedule, forms etc. at any time during the period between publication of notice and submission of bids of the tender on website. The Bidders in their own interest are advised to visit the website regularly till the last date of submission of the bid. No separate newspaper advertisement will be released for amendments/corrigendum. 4. GMDC reserves the rights to modify or alter any Condition of the Tender. 5. The Bidders are advised to submit their price bid online on https://www.gmdc.nprocure.comonly. Physical price bid shall not be accepted and shall be rejected summarily without assigning any reasons, whatsoever. 6. Failure to submit bid online in stipulated time due to any reason whatsoever by any Bidder shall result in disqualification of bid. In such circumstances, bid submitted physically along with supporting documents, tender processing fees, EMD amount etc. shall not be considered as bid submitted and the same will be returned back to the Bidder without opening the same. GMDC reserves the right to take suitable decision in this regard.

1. Purpose of the Document

The Notice Inviting Tender Document (this document) floated by GMDC (Gujarat Mineral Development Corporation Limited), A Government of Gujarat Enterprise is to select a Partner Agency which would be responsible to Unloading and Transportation of Lignite from Umarsar Lignite Mines to Akrimota Thermal Power Station (One Side) and Loading, Unloading and Transportation of Ash from Akrimota Thermal Power Station to Panandhro Lignite Mines (One Side) for a period of six months at the quoted commercials and executed contract terms & conditions.

2. About GMDC

Gujarat Mineral Development Corporation Limited herein after referred to as GMDC, a Government of Gujarat Enterprise, is a pioneer company 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 Gujarat. GMDC's mining activities are spread all over Gujarat. It is currently dealing in minerals like Lignite, Bauxite, Fluorspar, Ball Clay, Silica sand and Manganese. GMDC has also set up a 250 MW lignite based Thermal Power Station at NaniChher 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.

3. Location of Work

- 3.1** The Panandhro lignite mine lease area is located in villages Panandhro, Khanot and Fulra villages of Lakhpat Taluka in Kutch District of the State. The project is located about 15 kms from village Gaduli on the Bhuj - Narayan Sarovar State Highway. It is 22 kms from Dayapar, which is a small town nearby. The nearest Railway Station and Airport are at Bhuj, located 135 kms away from the lease area.
- 3.2** The Umarsar lignite mine lease area is located in villages Umarsar, Pranpar, Guneri and Chhuger in Lakhpat Taluka in Kutch District of the State. The Taluka headquarter Dayapar is 10 kms away from Umarsar. The nearest Railway Station and Airport are at Bhuj, located 140kms away from the lease area.
- 3.3** Akrimota Thermal Power Project is located at Village ChherNani, TalukaLakhpat, Dist. Kutch, Gujarat is about 30 KM away from Lignite Mine, Panandhro working area and is about 36 KM away from Lignite Mine, Umarsar working area.

4. General Instructions to Bidder

The section aims to provide guidelines/Instructions for Bidders, to be used while submitting the Proposals.

4.1 Cost of Bidding

The Bidder will bear all costs associated with the preparation and submission of its bid and GMDC LTD., will in no event or circumstance be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

4.2 Due Diligence

The Bidder is expected to and shall be deemed to have examined all instructions, forms, terms and specifications and other information in this Tender Document. The bid should be precise, complete and in the prescribed format as per the requirement of the Tender Document. Failure to furnish all information required by the Tender Document or submission of a bid not responsive to the Tender Document in every respect will be at the Bidder's risk and may result in rejection of the bid. GMDC LTD. shall at its sole discretion be entitled to determine the adequacy/ sufficiency of the information provided by the Bidder.

4.3 Clarification of Bidding Documents

GMDC LTD. shall make best efforts to respond to any request for clarification of the Tender Document. The response/clarification shall to the extent possible be made in writing.

4.4 Amendment of Tender Document

At any time before the deadline for submission of bids, GMDC LTD may modify the tender Document for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by amending, modifying and/or supplementing the same. Any amendments/modifications in the tender document would be displayed on GMDC Web Site and all such amendments shall be binding on the Bidder without any further act or deed on GMDC LTD part. In the event of any amendment, GMDC LTD reserves the right to extend the deadline for the submission of the bids, in order to allow prospective Bidder reasonable time in which to take the amendment into account while preparing their bids. GMDC LTD may at its sole discretion, extend this deadline for submission of bids by amending the bid documents.

4.5 Contact Details

All inquiries concerning this procurement are to be addressed to the following:

General Manager (Power)
Gujarat Mineral Development Corporation Ltd.
Khanij Bhavan, 132' Ring Road, University Ground,
Vastrapur, Ahmedabad 380 052
☎EPABX :079-27913501, 27913200Extn.No :1760
E-mail : power@gmdcltd.com , jndave@gmdcltd.co.in

4.6 Language of Bid

All Proposals and various documents related to these Proposals should be in English Language. All correspondence between GMDC LTD., and the Bidder would also be in English Language. Supporting Documents and Printed Literature furnished by the Bidder may be in another Language provided they are accompanied by an accurate translation in English Language.

4.7 Late Bids

Any bid received by GMDC LTD., after the deadline for submission of bids prescribed by GMDC LTD., summarily rejected. GMDC LTD. shall not be responsible for any postal delay or non-receipt /non-delivery of the documents. No further correspondence on this subject will be entertained.

4.8 Right to Accept Proposal

GMDC LTD., reserves the right to accept or reject any Proposal, and to annul the Proposal process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Consortium of the grounds for such decision.

4.9 Period of Validity of Bids

Bids shall remain valid for 180 days after the date of bid opening prescribed by GMDC LTD, pursuant to the RFP schedule mentioned in this document. In exceptional circumstances, GMDC LTD. may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder shall be unconditional.

4.10 Sub Contract

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

4.11 Consortium / Joint Venture

Consortium / Joint Venture are not allowed.

4.12 Site Visit

4.12.1 Bidders advised to visit the all three site located at Akrimota, Umarsar and Panandhro to study the actual working conditions, before submission of the bid and shall have to submit the site visit declaration in the prescribed form “K”. The information/details given in the tender document are only to describe the magnitude of work and are for mere guidance to the Bidders.

4.12.2 Please contact General Manager (Project) / OSD before visit the site. They will be available for necessary guidance and clarification of doubts during office hours (except on Sundays and public holidays) between 8.00 am to 5.00 pm to provide necessary information. The persons to be contacted at site for any query are as under:

Shri B .K. MAHATO, G.M. (Project), Lignite Project Panandhro 97277 92766

Shri R. K. DAS, G.M. (Project), Lignite Project Umarsar F 97277 92739

Shri Anklesaria, OSD, ATPS 99252 12864

4.12.3 Any neglect or failure on the part of the Bidder 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 contracted rates and time in strict accordance with the contract documents.

4.13 Change in Law

Nothing in this contract shall entitle the Bidder 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 Successful Bidder 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.

4.14 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 above. 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.

4.15 Acceptance of All the Terms and Conditions

The Bidder 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 M provided in the Tender Document.

4.16 Declaration

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

4.17 GMDC is authorized to take suitable decision and action in case of requirement to amend/alter the contract conditions/quantities of the works/ extension of the contract period/allotment of additional works/revision of the rates of the work etc. if necessary in the interest of GMDC.

4.18 The Successful bidder shall not change the constitution of the firm/name during the currency of the contract without prior approval of GMDC. Upon such change in constitution and/or name, Supplementary agreement to that effect shall be executed and if the SD is submitted in form of BG/FD than fresh BG in the name and/or constitution shall be submitted failing which necessary action as deemed fit by GMDC shall be taken.

5. Earnest Money Deposit

A non-interest bearing Earnest Money Deposit of Rs. 12,66,000 (Rupees Twelve Lakhs Sixty Six Thousand only) in any one of following form

- Demand Draft in favour of GMDC Limited Payable at Ahmedabad.

OR

- Fixed Deposit from Banks approved by Govt. Of Gujarat (except Co-operative Bank) duly pledged in favour of GMDC for a period of not less than 6 (six) months from the last date of submission of bid and shall be renewed from time to time in case of requirement.

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 GMDC (Govt. GR is annexed at annexure "B" for approved bank). It should be valid for a period of not less than 6 (six) months from the last date of submission of bid.

Relaxation in terms of submission of EMD shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of Tender.

6. Tender Processing Fee

The Tender Processing Fee is to be paid at the time of submission of supporting document of technical bid in the form of demand draft/ Pay Order of Rs. 15000/- plus GST @ 18% (Rs. 2,700) aggregating Rs17,700/- as mentioned in tender notice in the sealed technical bid cover. If the amount mentioned in the DD/ Pay Order is found short, the tender will not be considered for scrutiny and will be out rightly rejected.

Relaxation in terms of submission of Tender Processing Fee shall be given to the bidder who is holding valid Certificate issued under the MSME Act, 2006 on the date of submission of Tender.

7. Security Deposit

7.1 Security Deposit is measure of liquidated damages sustained by GMDC for not performing the contract satisfactorily. Nothing herein above shall disentitle GMDC from claiming the damages actually sustained in the value over and above the Security Deposit.

7.2 The successful bidder shall submit security deposit of 10% of the total contract value excluding Goods & Service Tax (GST) at within 7 days from the date of receipt of LOI in any one of following form

- Demand Draft in favour of GMDC Limited Payable at Ahmedabad.

OR

- Fixed Deposit from Banks approved by Govt. Of Gujarat (except Co-operative Bank) duly pledged in favour of GMDC for a period of not less than 15 (FifteenMonths) months from the date of receipt of LOI and shall be renewed from time to time in case of requirement.

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 GMDC (Govt. GR is annexed at annexure “B” for approved bank). It should be valid for a period of not less 15 (FifteenMonths) from the date of receipt of LOI and shall be renewed from time to time in case of requirement.

7.3 It shall be refunded to the Successful bidder, within a period of six months after satisfactory completion of the work and removal of equipment, tools tackles, campsite etc, and the due fulfillment of all the terms and conditions of the contract.

- 7.4 The Successful bidder shall obtain “No Dues Certificate” and “Site Clearance “certificate to this effect from the General Manager (Project)Panandhro, General Manager (Project) Umarsar and Project-in-Charge ATPS and shall submit the same to the General Manager (Power) at HO, who after verification of the fact will arrange for refund of SD.
- 7.5 The successful bidder will also have to submit “NO DEMAND CERTIFICATE” along with the above mentioned certificate as per the Performa given in the tender document.
- 7.6 The SD deposited by the Successful bidder may be forfeited if the successful bidder fails to commence of the work within 10 days of acceptance of Letter of Intent.
- 7.7 Security deposit shall not bear any interest under any circumstances. Security Deposit is a measure of liquidated Damages sustained by GMDC.
- 7.8 GMDC will reserve the right to recover the charges or the liquidated damages from the Security Deposit in the following circumstances-
- 7.8.1 If the successful bidder or its employees causes any damage or destroy any property belonging to GMDC.
 - 7.8.2 The shortfall amount of all compensations, penalties and other sums of money payable by the successful bidder or recoveries to be made under the terms of this contract which is due but not paid by the successful bidder in full, etc.
 - 7.8.3 Any other dues on account of statutory compliance.

8. Procedure for Submission of the Bid

- 8.1 Offers prepared in accordance with the procedures enumerated below.
- 8.2 Bid should be submitted **online** at www.nprocure.com on or before the last date and time as prescribed in this tender.
- 8.3 The Bidder should submit their bids in THREE parts, these are
- 8.3.1 Pre qualification bid (Details of EMD and Tender Fee),
 - 8.3.2 Technical Bid
 - 8.3.3 Price Bid.
- 8.4 Manual price bids or the bids submitted by telex/ telegram/ fax/ e-mail etc. will not be accepted under any circumstances. No correspondence will be entertained on this matter.
- 8.5 Bidders are advised to follow the ‘Instructions for Bids Submission’ given in annexure “A” for e-submission of the bids online through n-procure.

8.6 Following documents should be submitted ‘off-line’ in the sealed cover super-scribed as “Technical Bid for Tender Number GMDC/ATPS-PD-07/21-22 and Name of work: “Transportation of Lignite from Umarsar Lignite Mines to Akrimota Thermal Power Station (One Side) and Ash from Akrimota Thermal Power Station to Panandhro Lignite Mines (One Side)”. Bids must be submitted as per the schedule (date & time) indicated in tender notice.

Sr. No.	Document	Submission
1	Tender Processing Fee	Physical
2	EMD	Physical
3	FORM-A check list of documents enclosed with tender	Physical
4	FORM-B Status of the Bidder	Physical
5	FORM-C-1: Details Of Work Carried Out During The Last Seven Years By The Bidder*	Physical
6	FORM C-2 :Details of work carried out should be provided	Physical
7	FORM C-3: Details of Bidder as per the format provided	Physical
8	Declaration of not Black listed as per the format provided in Form G of the Tender Document	Physical
9	Undertaking of Genuineness of Document as per format provided in FORM - H of the Tender Document	Physical
10	CA Certificate of Net worth, Turnover and Working Capital as per format provided in FORM I of the Tender Document	Physical
11	Undertaking of Indemnity as per format provided in FORM-J of the Tender Document.	Physical
12	Declaration of site visit as per format provided in FORM-K of the Tender Document.	Physical
13	Declaration of unconditional offer as per format provided in FORM-L of the Tender Document.	Physical
14	Declaration regarding unconditional acceptance of all the terms and conditions of the Tender documents per format provided in FORM-M of the Tender Document	Physical
15	Power of Authority to sign the documents (Duly Notarized on appropriate Stamp Paper)	Physical

9. Eligibility and Qualification Criteria of Bidder

9.1 Experience

9.1.1 The Bidders should have following minimum experience of having successfully completed similar works during last 7 (seven) years ending on last day of March 2021 (i.e. period from 01.04.2014 to 31.03.2021)

A. Three similar completed works each having amount of Rs 1, 68, 80, 000/- (One Cores, Sixty Eight Lakhs and Eighty Thousand only) or more during last 7 (seven) years.

OR

B. Two similar completed works each having amount of Rs 2, 11, 00, 000/- (Two Cores and Eleven Lakhs only) or more during last 7 (seven) years.

OR

C. One similar completed work having amount of Rs 3, 37, 60 ,000/- (Three Cores Thirty Seven Lakhs and Sixty Thousand only) or more during last 7 (seven) years.

Similar works means the Bidders should have experience in Transportation of Mineral /Coal/ Lignite and the said work shall be carried out under the single Work Order/Agreement. Bidder shall submit the details of work completed in FORM C-1 and FORM C-2 as provided in the Tender Document. Separate year wise Statement of experience with work orders and work executed certificates duly certified by the certificate issuing authority shall be submitted as supporting documents.

9.2 Financial

9.2.1 Bidder must have a positive Net Worth for last three financial years i.e. 2018-19, 2019- 20 and 2020-21.

9.2.2 Bidder must have a Minimum Average Annual Turnover of Rs 1, 26, 60,000/- (Rupees One Core, Twenty Six Lakhs and Sixty Thousand Only) during last three financial years for financial year of 2018-19, 2019- 20 and 2020-21.

9.2.3 A certificate from Chartered Accountant regarding Financial capacity shall be submitted as per format provided in FORM I of the Tender Document.

9.3 Site Visit Certificate

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

9.4 Blacklisting of the Bidder

The Bidder or its directors have not been blacklisted 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 G 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. Scope of Work

- 10.1** Transportation and unloading of lignite from Umarsar mines to Akrimota Thermal Power Station, NaniChher (ATPS) (One Side). Approximately 2.00 Lakhs MT for six months.
- 10.2** Loading, unloading and transportation of Ash from Akrimota Thermal Power Station, Chher (ATPS) to Panandhro lignite mines (One Side). Approximately 1.25 Lakhs MT from silo and ground as per requirement of plant and as per instruction of designated officer of GMDC for six months.
- 10.3** The successful bidder shall be responsible for loading, unloading and transportation of Ash within the ATPS and also outside up to the designated Delivery Point at Panandhro mine void.
- 10.4** The successful bidder shall ensure minimization of transit loss during transportation of ash from ATPS to designated delivery point.
- 10.5** The successful bidder has to arrange for dozing of ash at Panandhro site for fly ash dumped by them. The successful bidder has also to arrange for water spraying arrangement & maintenance of the road used by the successful bidder.
- 10.6** The quantities mentioned above will be indicative quantities only. The Successful bidder will normally be allowed variation up to +10% in quantities. However, in case of fewer requirements of lignite and ash by the power plant, GMDC will not pay any compensation towards less transportation.
- 10.7** The monthly schedule for power plant shall be provided by the designated officer of GMDC at ATPS. The monthly quantity may vary as per the requirement of lignite by the power plants and accordingly the successful bidder has to arrange the number of dumpers/trucks.

10.8 The approximate shortest distance to be transported ranges as follows.

Sr. No.	Name of the mines	Distance from weighbridge of ATPS to weighbridge of Mine (One Side) In Kilometer
1	Panandhro	30
2	Umarsar	36

- 10.9** Lignite shall be loaded into the dumpers by GMDC or appointed contractor at Umarsar mine. The successful bidder shall have to unload the lignite at ATPS in the dump hopper only. In case of non availability of the space at apron feeder only, successful bidder shall be allowed to unload lignite in stack yard/nearby dump area as per site condition and as per instruction of designated officer of GMDC. Violation of the same shall lead to applicability of LD as per actual cost incurred to handle the lignite to make it utilize.
- 10.10** The direct unloading of ash from silo into the truck shall be made to avoid any generation loss. Truck operator has to cooperate with the ash silo operator of GMDC.
- 10.11** No lignite or ash leakage/spillage shall be allowed from the truck. Any adverse condition of truck is found than the same truck shall not allow for this transportation work.
- 10.12** For the traffic movement and dealing with truck operator, successful bidder shall depute their supervisor.
- 10.13** As per the provision of mines V.T. Rules, all workers / drivers / operators proposed to be employed by the Successful bidder, will have to be trained before employment at recognized / approved VT Centre of GMDC.
- 10.14** All the trucks / dumpers proposed to be used in the mines shall be physically examined by GMDC for verifying its use-worthiness in the mines.
- 10.15** In normal conditions, successful bidder shall have to deploy their trucks in two shifts and there is no loading on Sunday and public holidays. However, as per the requirement of ATPS, to avoid any generation loss, on intimation successful bidder has to continue transportation on Sunday or public holidays or in third shift also without any extra cost.
- 10.16** Bunching of trucks will not be allowed & required to be avoided
- 10.17** All the trucks to be deployed by the successful bidder 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, ladder etc.

- 10.18** In case of any Central/State Government directives regarding transportation / and execution of work related thereto, the same shall have to be strictly adhered to and binding upon the successful bidder for implementation, for which GMDC will not be responsible for any compensation.
- 10.19** The successful bidder shall abide by the provision of the Motor Vehicle Act. Any consequences arising out of non-compliance of said Provisions would be at the successful bidder's sole risk and cost, for which GMDC will not be responsible for any compensation.
- 10.20** No any compensation shall be given for any idle period where in lignite supply is stopped or reduced marginally. However, the same shall be intimated well before one week to stop the supply and same way shall be informed well before one week to start the same.
- 10.21** Successful bidder shall have adhered to rules regulation of GMDC.

10.22 Special Terms & Conditions

- 10.22.1** The successful bidder before starting the work shall the list of trucks/dumpers proposed to be deployed for the work, with the related papers of registration, fitness certificate, permits, licenses, insurance, and name of the driver along with driving licenses etc. for inspection furnish to the General Manager (Project) of Umarsar and Panandhro and GM (Power) . No dumpers/trucks shall be deployed for the work without the approval of the General Manager (Power).
- 10.22.2** Trucks/dumpers in good and safe condition having valid fitness certificate permits/licenses etc. and in respect of which the required taxes/ fees have been deposited and which are properly covered by insurance, shall be deployed for the work. GMDC shall have the right to inspect or arrange inspection of the vehicles/equipments deployed by the successful bidder for the work at any time and declare any vehicle/equipment unsafe and ask for its immediate withdrawal from the site/operation. The successful bidder shall ensure prompt/ immediate compliance of the same. Unsafe dumpers will be stopped immediately and will not be allowed unless found safer and certified by GMDC for its road worthiness.
- 10.22.3** The successful bidder shall at his own cost, arrange for regular checking / maintenance / repair of the trucks/dumpers and keep them in good and safe conditions at all times. Proper records of such checking/maintenance/repair shall be maintained in a Log Book kept on the vehicle for the purpose, which shall be readily available for inspection whenever required.

- 10.22.4** The dumpers/trucks deployed for the work shall not be diverted to any other project without the approval of the General Manager (Power).
- 10.22.5** The successful bidder shall deploy adequate number and capacity of dumpers/trucks for the satisfactory execution of the work.
- 10.22.6** Successful bidder shall have to equip their dumper with GPS instrument & shall ensure working of it.
- 10.22.7** Only dumpers/trucks shall be deployed or permitted for the work of lignite and Ash transportation.
- 10.22.8** Only experience, skilled and disciplined drivers of sound health, good behavior and antecedents having valid and requisite driving license shall be deployed by the successful bidder or driving the trucks/dumpers deployed for the work. In no case any un-authorized driving of the trucks/dumpers shall be permitted by the successful bidder.
- 10.22.9** The tare-weight, gross weight, maximum carrying capacity of the trucks/dumpers and the dimensions of the body of the trucks /dumpers shall be clearly indicated on the body of each trucks/dumpers deployed for the work and maintained in good legible condition, at all times.
- 10.22.10** No addition or alteration to the size of the body or any such trucks /dumpers shall be carried out.
- 10.22.11** The trucks/dumpers which are engaged for transportation of lignite and Ash from mine and which are to pass over public road should be covered effectively to prevent spillage of lignite / ash on the road right from mines premises only.
- 10.22.12** The trucks/dumpers shall be loaded only up to the maximum carrying capacity and shall not be overloaded under any circumstances.
- 10.22.13** The successful bidder shall bring/take back and arrange for the transportation of the trucks/dumpers /men and materials required for the work at his own cost. The manpower transportation in the mine premises will not be allowed by the two wheelers.
- 10.22.14** Successful bidder's trucks/dumpers shall ply only on specified routes/roads in mine
- 10.22.15** The successful bidder shall not have any claim whatsoever for the idleness of his trucks/dumpers for any reason attributed to GMDC and/or for any other reason.
- 10.22.16** The successful bidder shall at his own cost arrange for all materials, stores, spares, tools, tackles etc. and maintenance/repairs of the trucks/dumpers deployed for the work. The GMDC shall have no liability whatsoever on this account.

- 10.22.17** GMDC shall have no responsibility/liability whatsoever for any accident/damage to the successful bidder's vehicle/equipments in transit or while engaged in the work.
- 10.22.18** The successful bidder shall maintain proper records in Gujarati / English / Hindi of the trucks/equipments persons, etc. deployed for the work, work done, of the employees, payment to the employees etc, and the GMDC shall have the right of access to and inspection of these records or to call for any or all these records or ask the successful bidder to submit such reports as it considers necessary and the successful bidder shall be bound to comply with such instructions.
- 10.22.19** The successful bidder shall familiarize himself and fully comply with the provisions of all the Acts/Rules/Regulations/Bye-laws and orders of the Local authority/ Municipality/State Govt./Central Govt. applicable to the worker. Mines Act. Payment of Wages Act, Motor Vehicle Act, Workmen's Compensation Act, etc. and shall be fully responsible and liable for due observance of the same. GMDC shall have no responsibility/liability whatsoever on these accounts and the successful bidder shall fully indemnify the GMDC against any claim/dispute/reference Award, etc, arising out of the same.
- 10.22.20** If the GMDC suffers any loss on account of suspension of production or idleness of its equipments/ employees or on any other account or damage to its property, due to any failure on the part of the successful bidder or due to any act of omissions or commission on the part of his representative/ employees or from the trucks, equipments of the successful bidder, the value of the same as assessed by the GMDC, shall be recovered from the successful bidder's bill/security deposit. The decision of the GMDC in this regard shall be final and binding on the successful bidder.
- 10.22.21** The Successful bidder shall post adequate number of competent, experienced, skilled and disciplined persons having good antecedents for satisfactory execution of the work. A list of all such persons shall be kept in the office of the successful bidder and a copy of the same shall be furnished to the General Manager (Project) as and when required. All this person shall be in the direct employment and under direct administrative control of the successful bidder and the GMDC shall have no responsibility/liability whatsoever in this regard.

- 10.22.22** The successful bidder shall issue an identity card/employment card to each employee with Photograph duly attested by him which the employee shall always carry with him, while on work and produce for inspection whenever required. No person will be allowed to work in the mine without identity card.
- 10.22.23** The successful bidder shall not engage any person of less than 18 years of age or females during night hours as required by relevant law. As the dumper operator will be a competent person, his age shall not be less than 20 years.
- 10.22.24** The responsibility of the successful bidder in respect of all payments to his employees will be complete and absolute. The GMDC shall have no liability whatsoever in this regard and shall be fully indemnified by the Successful bidder against any claim arising out of any non-payment/short-payment/dispute/ award.
- 10.22.25** In case any accident occurs or any injury is caused to any employee of the GMDC by the vehicles/ equipments of the successful bidder s or by any act of omission/commission on the part of the successful bidder's representative/employees, the compensation for the same, as provided in law or as assessed by the GMDC shall be recovered from the successful bidder's bill/security deposit along with the costs and expenses incurred by the GMDC on the same.
- 10.22.26** The successful bidder shall provide foot-wears, helmets and other protective equipments, to the employees as provided in the law, at his own cost. In case of failure on the part of the successful bidder to provide these protective equipments, the GMDC may provide the same to the employees at the cost of successful bidder.
- 10.22.27** The dumpers deployed for transportation of Lignite and Ash shall be covered suitably with Tarpaulins and the covers shall also be tied in such a way to avoid spillages on the road or during transit. The tarpaulin shall be of proper quality approved by Government enforcing agency like GPCB. In no case green nets (used as carpets/zazam) will be allowed to use as tarpaulin cover.
- 10.22.28** Successful bidder shall also ensure that no other material is loaded along with the lignite and Ash into the dumpers while loading from the mines and if such material is noticed, it will arrange for picking out of all such material from the dumpers. It should be clearly understood that prime object of loading and transportation of Lignite and ash is to feed it to the power plant of ATPS. In case it is found at any time that material other than lignite is loaded, the same shall not be included in measurement for payment.

10.22.29 Consistency in quality and quantity on day to day basis in transportation of lignite and ash from mines to the stack yards of ATPS and Panandhro mines are to be ensured by the successful bidder.

11.Period and Duration of Work

- 11.1** Successful bidder shall start the actual work within 10 days from the date of acceptance of LOI.
- 11.2** The contract period is six months and extendable further on mutually agreed terms and conditions.
- 11.3** In case of any reason including adverse working conditions during execution of the contract that may compel suspension/closure of the contract, GMDC shall be at liberty to conclude/postpone/complete/terminate/foreclose this contract. No compensation or payment shall be made on account of afore-stated events. Decision of GMDC in this regard shall be final and binding to the Successful Bidder.
- 11.4** 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 shall have discretion to take appropriate action including termination of the contract.

12.Measurements

- 12.1** The weighment of Lignite shall be done using electronic weighbridges at Umarsar and also at ATPS. Variation in measurement of the quantity of Lignite between Umarsar side and ATPS side should not be more than 0.20 %. If the difference in the measurement is more than 0.20 %, the successful bidder will be paid for the lower quantity being measured and the amount of the differential quantity of Lignite above the allowed 0.20 %, will be recovered from the successful bidder's RA bill for that month as per prevailing rate of Lignite of GMDC.
- 12.2** The weighment of Ash shall be done using electronic weighbridges at ATPS. At Panandhro mine site it shall be ensured that the total number of properly loaded and covered Ash carrying trucks matches with the number of trucks dispatched from ATPS (on monthly basis). For the purpose of this Agreement, GMDC shall consider the quantity of Ash loaded at ATPS dispatch point (duly certified at ATPS).
- 12.3** An authorized representative of the successful bidder may remain present at each of the weighbridges for recording, verification and certification of the weighment.
- 12.4** The measurement, weighment and computations provided by GMDC shall be final and binding to the successful bidder.

- 12.5 The payment to the successful bidder shall be based on the lignite dispatch only. Payment for the lignite transportation and stacking the lignite at various stack yards shall be also made on lignite dispatch and after lignite dispatch only.

13. Liquidated Damages (LD)

- 13.1 If the Successful bidder fails to mobilize the trucks/dumpers and manpower to commence the work within 10 days of acceptance of LOI or letter from GMDC to start the work whichever is later, a liquidated damages @ Rs. 25,000/- per day shall be levy, for a maximum period of 15 days. If the successful bidder fails to start work even after 15 days, the contract will be terminated and SD/EMD deposited by the Successful bidder will be forfeited.
- 13.2 The Liquidated damages shall be levy after end of every month on the shortfall quantity from the target quantity of lignite at the following rates:

Shortfall	Rate for Liquidated damages for shortfall quantity of Lignite or Ash
Up to 5% of the monthly target	Nil
More than 5% up to 15% of the monthly target.	10% of the contract rate per ton.
More than 15% of the monthly target	15% of the contract rate per ton.

- 13.3 LD to be levied on the basis of average contract rate prevailing in the particular month.
- 13.4 The monthly schedule for power plant shall be provided by the designated officer of GMDC at ATPS. The monthly quantity may vary as per the requirement of lignite by the power plants and accordingly the successful bidder has to arrange the number of dumpers/trucks.
- 13.5 If short supply is happened due to any reasons attributable to GMDC, no liquidated damages will be levied. Such quantities shall be set off against six months shortfall, if any, as compensation to the successful bidder.
- 13.6 GMDC reserves the right to terminate the contract and get the balance work completed at the cost and risk of successful bidder if cumulative shortfall is found more than 20% for three consecutive months/ RA bill period.

14.Payment Terms

14.1 The Successful Bidder shall submit monthly 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 the works. However, in case of requirement, necessity or circumstances prevailing, if any, the period of the RA Bill may be more or less than 30 days. Running account bill shall be processed after execution of the agreement only.

14.2 Payment terms for Work Components

14.2.1 Payment for Work of Transportation of Lignite from Loading Area = Finalized Work Component for Work of Transportation of Lignite from Loading Area in Rs. per MT X Actual quantity Work of Transportation of Lignite from Loading Area in MT.

14.2.2 Payment for Work of Transportation, loading and unloading of Ash = Finalized Work Component for Work of Transportation, loading and unloading of Ash in Rs. per MT X Actual quantity Work of Transportation, loading and unloading of Ash in MT.

14.3 Payment terms for Diesel

14.3.1 The successful bidder will make suitable arrangement, at his own cost and risk, for procurement and storage of diesel, oil, lubricants etc. for the consumption at work sites.

14.3.2 Quantity of diesel will be restricted to the actual quantity of

14.3.2.1 Unloading and transportation of Lignite from Umarsar Lignite Mines to Akrimota Thermal Power Station (One Side)

14.3.2.2 Loading, unloading and transportation of Ash from Akrimota Thermal Power Station to Panandhro Lignite Mines (One Side).

14.3.3 There shall be no reimbursement of the cost of diesel to be consumed for any other related ancillary activities to carry out the work Unloading and transportation of Lignite from Umarsar Lignite Mines to Akrimota Thermal Power Station (One Side) and Loading, unloading and transportation of Ash from Akrimota Thermal Power Station to Panandhro Lignite Mines (One Side).

14.3.4 The cost of the diesel will be paid for the quantity of diesel finalized on monthly basis by considering average price of the Diesel in Rupees per Liter which shall be taken as landing cost(s) of the diesel at the Umarsar for that particular month procured by the GMDC for their own use or landing cost(s) at the Umarsar as provided by the supplier.

Example:

Diesel Component finalized for Work of Transportation & loading of Lignite from Loading Area in
Liter per MT = 0.45 Litre per MT

Monthly Actual quantity of Work of Transportation & loading of Lignite from Loading Area in MT
= 0.30 Lakhs MT

Prevailing Landing Price of the Diesel at the Umarsar D1 = Rs.65.38 and D2= Rs 67.38 per Litre
Average cost of Diesel = (D 1 + D2)/2 = Rs 66.38 per Litre for a month.

Payment = Actual quantity of Combined Work of Lignite Transportation & Loading of
Lignite from Loading Area in MT x Diesel Component finalized x Price of Diesel
= 0.30 x 0.45 x 66.38 = Rs.8.9613 Lakh.

14.4 Monthly Running Account Bill along with Weighment sheets of GMDC weighbridges at
Mine and ATPS and any other document (s) as defined by GMDC on time to time.

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

14.5.1 Income tax as per provision of Income Tax Act, and other Taxes (and surcharges)
applicable in force from time to time

14.5.2 Liquidated damages,

14.5.3 Other deductions, if any.

14.6 An ad-hoc payment @ 80% of the payable amount arrived after considering above
deduction, will be paid by office of the G.M. [Power Project], within 30 days of submission
of the bill along with its details.

14.7 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 within two weeks of the receipt of the approved bill from Corporate
Office.

15. Goods & Service Tax

15.1 All bidders are required to submit their GST number and date in the bid. Bid received from
unregistered bidder will not be considered and out rightly rejected.

15.2 Bidders are requested to quote their rates without GST. GST will be
paid/adjusted/reimbursed to the Successful bidder as per prevailing rates and rules to the
extent directly related to the services rendered OR Goods supplied by the Successful bidder
under the said contract subject to production of documentary proof and Successful bidder
will mention the GST amount separately in the invoice/bill along with SAC/HSN Code
under GST.

16. Insurance

- 16.1** Insurance –The Successful bidder shall take full responsibility to take all precautions to prevent loss or damage to the works or part thereof for any reasons whatsoever (except for reasons which are beyond control of the Successful bidder or act of God, e.g. flood, riots, war, earthquake, etc.) and shall at his own cost, repair and make good the loss/damage to the work so that on completion, the work shall be in good order and condition and in conformity with the requirements of the Contract and instructions of the Project Authority, if any.
- 16.2** The Successful bidder shall, at all times during the pendency of the Contract, indemnify the GMDC against all claims, damages or compensation under the provisions of the Employee's Compensation Act and shall take insurance policy covering all risk, claims, damages or compensation payable under the Employee's Compensation Act or under any other law relating thereto.
- 16.3** The Successful bidder shall ensure that the insurance policy/policies are kept alive till full expiry of the Contract by timely payment of premiums and shall not be cancelled without the approval of the GMDC. The cost of premiums shall be borne by the Successful bidder and it shall be deemed to have been included in the tendered rate.
- 16.4** In the event of the Successful bidder's failure to effect or to keep in force the insurance referred to above or any other insurance which the Successful bidder is required to effect under the terms of the Contract, the GMDC may effect and keep in force any such insurance and pay such premium/premiums as may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due by the Successful bidder.

17. Evaluation of Bids

17.1 Completeness of Bids

GMDC, will examine the bids to determine whether they are complete, whether they meet all the conditions of this Document and Technical Specifications, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bid Documents are substantially responsive to the requirements of the Tender Document.

17.2 Bid Clarifications

The GMDC may at its discretion, seek from any or all bidders, clarifications on his/their bids, including technical information, documents and materials after technical bid opening but before opening of commercial bid.

17.3 Rejection of Bid

A bid that does not meet all eligibility criteria or is not responsive shall be rejected by GMDC. Submission of false or incorrect information, history of delayed work, reports of unprofessional conduct, among other things, shall be sufficient grounds for disqualification in technical bid.

17.4 Opening of Bids

Technical bids will be opened after verification of receipt of payment towards Tender Fee and EMD. The eligible bidders will be able to view the technical bids after opening of technical bid. On verification of the supporting documents; technical qualification of the bidders will be assessed. The eligible 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 successful the bidders will be able to view the price bids online on their computers after opening of price bid.

17.5 Selection of Successful bidder

The contract will be awarded to the bidder who stands L1 in total price. The GMDC reserves its right to reject any or all tenders or split the job between more than one bidders without assigning any reason and thereby without incurring any liability to the affected successful bidder or Bidders or any obligation to inform the affected successful bidder or successful bidder's of the grounds for GMDC Ltd., action/decision.

17.6 Negotiation

It is absolutely essential for the successful bidders to quote the lowest price at the time of making the offer in their own interest. GMDC, however, will have the discretion to choose to enter into any price negotiations or not.

17.7 Acceptance of LOI

17.7.1 GMDC, on acceptance of the offer, will issue Letter of Intent to the successful bidder; who will be required to confirm its acceptance of the LOI within 7 days from the date of receipt. If he 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.

17.7.2 The Successful bidder shall have to submit the Security Deposit with 7 days from the date of acceptance of LOI. The Successful bidder shall submit the Security Deposit in the manner prescribed in this Tender Document. In case of failure to submit the security deposit, the amount of EMD will be forfeited and necessary further actions may be initiated as may be deemed fit by the GMDC.

17.7.3 The successful bidder, along with the payment of Security Deposit, shall have 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 30 days from date of commencement of the work. 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 in writing after mutual understanding and consent of both the parties.

18. Statutory Obligations

- 18.1** That the Successful Bidder shall obtain license under the Bombay Shops and Establishment Act and it shall pay wages and benefits in accordance with the applicable laws and shall not pay less than as notified by the Government Authorities from time to time and shall maintain the employment records as required under applicable laws.
- 18.2** That the Successful Bidder shall be responsible to enroll his employees, deduct, add and deposit in the relevant accounts the contributions as required under the Employees State Insurance Act, 1952 and the Employees Provident Funds and Miscellaneous Provisions Act 1952 and any other enactment's covered under the various applicable labour laws as well as maintain all books of records for the staff and employees deputed by it for this contract such as required under any laws applicable. The Successful Bidder shall also furnish a copy of such statements as documentary proof to the GMDC.
- 18.3** That the Successful Bidder shall get his own License under Contract Labour (Regulation and Abolition) Act. It shall be binding to get the same renewed from time to time and shall maintain all the records as per the act.
- 18.4** That if the Successful Bidder is not covered under the Employees State Insurance Act, 1952 then it shall be the duty of the Successful Bidder to take appropriate insurance cover under the Workmen Compensation Act and take Group Personal Accident Policy for all the employees deputed at the project site.
- 18.5** The Successful Bidder has to issue to the employee's Identity card with their photos and shall also maintain relevant register.
- 18.6** That the Successful Bidder shall give leave/holiday to its workforce as per the provisions of labour laws applicable.
- 18.7** Every person deployed by the Successful bidder in a plant must wear safety gadgets to be provided by the Successful bidder.

- 18.8** The Successful bidder 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.
- 18.9** 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 Successful bidder for which GMDC will not be responsible for any compensation.
- 18.10** That the Successful Bidder would obey with all applicable laws and maintain all such necessary records as necessitated under such enactments.
- 18.11** The Successful bidder 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.
- 18.12** The Successful bidder shall comply with other statutory provisions of Law. The Successful bidder 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. The Successful bidder shall serve GMDC harmless as a result of any in factions thereof. Successful bidder will be solely liable for all non-compliances. The following are some of the major Government of India Acts and Regulations to be complied with by the Successful Bidder. The List is illustrative and not exhaustive.
- The Indian Factories Act of 1948 (63 to 1948) and Amendments and Rules (Amended up to date)
 - The Electricity Act, 2003 and rules made there under
 - The Indian Boiler Regulation Act, 1950 and rules made there under
 - The Minimum Wages Act, 1948
 - The Employees Compensation Act 1923 and Amendment Act 2010
 - The Payment of Wages Act 1936 and Amendment Act 2012
 - Payment of Bonus Act 1965 and Amended up to date
 - Contract Labour Regulations & Abolition Act 1970
 - Interstate Migrant Workmen (Regulations) Act 1979

19. Notice

Written notice shall be deemed to have been duly served if delivered to the individual or to Successful bidder 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.

20. Canvassing Not Permitted

20.1 Bidder should not canvass their offer personally or otherwise by approaching the Chairman or the Member of GMDC. If any Bidder wants to make any representation regarding his offer, he should write to the General Manager (Power), if he desires, but personal and oral representations are not permitted.

20.2 In spite of the above clear instructions, any Bidder is found to canvass his offer or against his competitor's offer through personal approach to the competent authority or the officials of GMDC, their offer will be rejected without assigning any reason and the firm even is black listed.

21. Bankruptcy

If the Successful bidder 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 in reasonable time 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.

In the event of stoppage of performance under the contract, the period of option under this clause shall be decided by GMDC considering the situation, provided that the above option is not exercised, GMDC may terminate the contract by serving notice in writing to the Successful bidder. The power and provision so reserved to GMDC on taking of the work out of the Successful bidder's hands shall apply as far as they may be when the contract is so terminated.

22. Termination Of Contract

If at any time during the currency of this contract, if any breach occurs due to the reasons attributed to the Successful bidder, 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 Successful bidder. GMDC shall be entitled to forfeit Security deposits as Liquidated damages.

23. Governing Law

This Tender and subsequent Contract shall be construed and interpreted in accordance with and governed by the laws of India.

24. Jurisdiction

The matter related to any dispute or difference arising out of this Tender and subsequent contract shall be subject to the exclusive jurisdiction of Court at Ahmedabad only.

25. Arbitration

All questions, disputes, differences whatsoever which may at any time arises between the parties to this Tender and subsequent contract in connection with the 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 and the venue of arbitration proceedings shall be at Ahmedabad only. The Language of the Arbitration shall be in English only.

26. Non Fulfillment of Terms And Condition of The Contract

- 26.1** If the Successful bidder 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 Successful bidder. This however, shall not absolve the Successful bidder 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 Successful bidder and the Successful bidder shall be responsible to pay such cost incurred by the GMDC to complete the work and / or to get the work completed.
- 26.2** Likewise, if the Successful bidder does not fulfill the terms and conditions of the contract and does not carry out the work up to the entire satisfaction of GMDC, GMDC has the right to forthwith terminate the contract at its sole discretion, without assigning any reason, Under such events, the GMDC shall be entitled to forfeit the security deposit paid by the Successful bidder 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 Successful bidder.
- 26.3** For any reasons, if it is required, the GMDC reserves rights to cancel, terminate, amend and / or alter the contract and / or bifurcate and / or reduce the contract work at any time without giving any notice or reason to the Successful bidder and without incurring any responsibility. For such cases, Successful bidder 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.

27. Accident and Responsibilities of Bidder

- 27.1** The entire responsibility on account of any accidents, damage or personal injury which may occurred to any of the Successful bidder's vehicles/ equipments or his/its employees or any outside party shall be exclusively that of the Successful bidder and no claim whatsoever shall be entertain by the GMDC on this account. The Successful bidder shall keep the GMDC indemnified from all the consequence.
- 27.2** The Successful bidder 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, it shall be deemed to have been discharge on behalf of the Successful bidder, the same amount shall be recovered half-an hour rest interval in between. The Successful bidder shall ensure that the attendance of all the supplied manpower shall be taken through biometric attendance machine.
- 27.3** In the event of any breakdown or accident during the course of any operation, the Successful bidder shall notify the facts to the Project Authority or any other officer immediately present there of such incidence and shall simultaneously make adequate remedial arrangements on his/its own cost and risk and as per the instruction of the Project Authority.

28. Completion Of Work

- 28.1** Upon the Successful bidder fulfilling the entirety of its obligations under the Contract to the satisfaction of GMDC and subject to terms and conditions of the Contract, it shall become eligible to apply for a Completion Certificate. The General Manger (Power Project) of GMDC shall formally issue the Completion Certificate, after verifying from the completion documents and satisfying himself that the Works under the Contract have been completed in accordance with all the provisions of this Contract. The Successful bidder, after obtaining the Completion Certificate shall become eligible to present the final bill for the Works executed by it under the Contract.
- 28.2** Upon completion of Works under the Contract and before the application for the Completion Certificate, the Successful bidder shall clear the project of GMDC of all rubbish, dirt, structures, scrap, oily rags etc. Failure to clear the project may constrain GMDC to clear the said site at the risk and cost of the Successful bidder.
- 28.3** The Successful bidder shall provide GMDC with any and all documents/records/proofs that may be demanded before issuance of Completion Certificate.

29.Foreclosure

In case of any necessity arising due to local working conditions or any unforeseen reason not in the control of the GMDC or any reason what so ever GMDC shall be at liberty to Fore close the contract without arranging any reasons or notice there for.

30.Force Majeure

- 30.1** Force majeure is herein defined as any cause which is beyond the control of the Successful bidder 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:
- 30.2** Natural phenomena such as flood, draughts Cyclone, earthquake and epidemics, declaration of war.
- 30.3** 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.
- 30.4** The Successful bidder 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.
- 30.5** For delay arising out of Force Majeure, the Successful bidder 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 Successful bidder 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.
- 30.6** If any of the Force Majeure conditions exists in the place of operation of the Successful bidder 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.
- 30.7** The Successful bidder or 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.

Annexure "A"

Instruction to Bidders for Online Tendering

1. All Bidders must submit their bid online through the website <https://gmdc.nprocure.com>
2. 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.
3. All bids should be digitally signed. For details regarding digital signature certificate and related training involved at the below mentioned address should be contacted:

Address:

(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@gnfc.net

4. Kindly take note that, valid Digital Signature Certificates is a must for all the interested Bidders. Online tendering process is not possible without a valid digital signature certificate.
5. 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.
6. (n) code solutions reserves the rights to issue digital signature certificate after verification of application forms / supporting documents submitted by Bidder. (n) code solutions is fully authorized to issue digital signature certificate to Bidders.
7. Bidders who have no facility to participate in on-line tenders are requested to contact (n) code solutions for the same.
8. 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. at address mentioned above at Clause No. 5 of Chapter No-III. Bidders are requested to take benefit of the same.
9. 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. In case the Bidders face any difficulty, they may contact the officials of the GMDC or GNFC on the below mentioned details:

a. GMDC:

Contact Person: General Manager (Power)

Contact numbers: 079-27913200/3501 Ext No 1760

E-Mail: power@gmdcltd.com; jndave@gmdcltd.co.in

b. GNFC:

Contact Number: 079- 26857316/17/18

E-Mail: nprocure@gnfc.net

Annexure "B"

Annexure I.

Finance Department, GR. No.: EMD/10/2021/7729/DMO

Date: 12/04/2021

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

❖ All Nationalized Banks

(B) Guarantees issued by the following Banks will be accepted as SD/EMD for the period up to March 31, 2022. The validity cut-off date in the GR is with respect to the date of issue of Bank Guarantee irrespective of the date of termination of Bank Guarantee.

- ❖ The Mehsana Urban Co-operative bank Limited
- ❖ Ahmedabad Mercantile Co-Operative Bank Limited
- ❖ Nutan Nagrik Sahakari Bank Limited
- ❖ Kalapur Commercial Co-Operative Bank Limited
- ❖ RBL Bank
- ❖ Axis Bank
- ❖ ICICI Bank
- ❖ HDFC Bank
- ❖ Kotak Mahindra Bank
- ❖ IndusInd Bank
- ❖ Rajkot Nagrik Sahakari Bank Limited
- ❖ The Gujarat State Co-Operative Bank
- ❖ Saraswat Bank
- ❖ Saurashtra Gramin Bank
- ❖ DCB Bank
- ❖ Tamilnadu Mercantile Bank
- ❖ Ujjivan Small Finance Bank
- ❖ A U Small Finance Bank
- ❖ Federal Bank
- ❖ Equitas Small Finance Bank
- ❖ Bandhan Bank
- ❖ Standard Chartered Bank
- ❖ City Union Bank

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


(S. Chhakchhuak)
Additional Secretary (B)

FORM - A

CHECK LIST OF DOCUMENTS ENCLOSED WITH TENDER

TECHNICAL BID

Sr. No.	Document	Declaration (Strike out whichever is not applicable)
1.	Tender Processing Fee	Yes/No
2.	EMD	Yes / No
3.	FORM-A (check list of documents enclosed with tender)	Yes / No
4.	FORM-B (Status of the Bidder)	Yes / Noq
5.	FORM-C-1 (Details of work carried out during the last seven years by the Bidder)	Yes / No
6.	FORM C-2 (Details of work carried out should be provided as per FORM C-2 provided in the tender Document)	Yes / No
7.	FORM C-3 (Details of Bidder as per the format provided in Form C-3 of the Tender Document)	Yes / No
8.	Declaration of not Black listed as per the format provided in Form G of the Tender Document	Yes / No
9.	Undertaking of Genuineness of Document as per format provided in FORM H of the Tender Document	Yes / No
10.	CA Certificate of Net worth, Turnover and Working Capital as per format provided in FORM I of the Tender Document	Yes / No
11.	Undertaking of Indemnity as per format provided in FORM J of the Tender Document.	Yes / No
12.	Declaration of site visit as per format provided in FORM K of the Tender Document.	Yes / No
13.	Declaration of unconditional offer as per format provided in FORM L of the Tender Document.	Yes / No
14.	Declaration regarding unconditional acceptance of all the terms and conditions of the Tender documents per format provided in FORM M of the Tender Document	Yes / No
15.	Power of Authority to sign the documents (Duly Notarized on Stamp paper of Rs. 300)	Yes / No

PRICE BID

1	Online Price bid submission in Form 'AA'	Yes / No
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FORM - B

STATUS OF THE BIDDER

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

Form –C-1

Details of Work Carried Out During the Last Seven Years by the Bidder

(Details to be submitted in line of Experience submitted in Form- C2)

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

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

Form - C-2

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	Amount of single Work order in lakhs INR						
	Year 1 (Period)	Year2 (Period)	Year 3 (Period)	Year 4 (Period)	Year 5 (Period)	Year 6 (Period)	Year 7 (Period)

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



FORM – C 3

DETAILS OF BIDDER

Particulars	
Whether enlisted in other dept., 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 GMDC entity or any partner/proprietor of present entity GMDC was associated in any capacity.	

FORM G
Declaration
(On letter head of the Bidder)

FROM:

DATE:

To,

The General Manager (Power),
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/GMDC 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/GMDC in this regard in any manner that may be deemed fit by GMDC.

Yours faithfully,

Signature and Stamp of the Bidder

**Form H
(Format for Affidavit)**

A F F I D A V I T

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

I/We, _____, Partner/Director/Legal Attorney/Accredited
Representative of M/s. _____ solemnly declare that:

1. I/We are submitting Tender for the work _____
_____ against Tender No. _____
2. None of the Partners/Directors of our firm/GMDC is relative of employee of GMDC.
3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.
4. All documents/credentials submitted along with this Tender are genuine, authentic, true and valid.
5. If it is found at any point of time that our documents are not genuine then in that case our tender will be rejected, earnest money deposited by us will be forfeited and we will be debarred from participating in further/future GMDC tenders and/or any action as deemed fit by GMDC may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money / Security deposit and banning/delisting of our entity and all related persons etc.

**SIGNATURE OF THE BIDDER
WITH SEAL**

Dated

Form I

Certificate of Net Worth and Turnover

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 and Turn Over of the firm M/s _____ are as under:

1. Net Worth= Rs. _____ for the Year 2017-18
Rs. _____ for the Year 2018-19
Rs. _____ for the Year 2019-20

2. Turn Over = Rs. _____ for the Year 2017-18
Rs. _____ for the Year 2018-19
Rs. _____ for the Year 2019-20

3. Average Turnover of Rs. _____

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

Form J

Undertaking Of Indemnity (On Letter head of the Bidder)

To,

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

Yours faithfully,

For -----

(Signature & Stamp of the Bidder)

Form K

Declaration about the Site Visit (On letter head of the Bidder)

Name of Works:

We _____ hereby certify that we have fully understood the site condition in respect of Tender No. _____ for all the works mentioned above at _____. We have obtained all relevant details, information, data, existing working conditions, existing industrial environment etc. We have also studied the working conditions as 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 BIDDER WITH SEAL

Dated



Form L

Declaration of Unconditional Offer
(On letter head of the Bidder)

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

SIGNATURE OF THE BIDDER WITH SEAL

Dated



Form M

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

Form AA

Format of Price Bid

To be submitted only online)

Table –A – Work Component

Sr. No.	Particulars	Estimated Qty in MT	Rate Per MT in Rs. exclusive GST	Total Amount in RS exclusive GST
1	Unloading and Transportation of Lignite from Umarsar Mine to ATPS power plant (one side)	2,00,000		
2	Loading , unloading and Transportation of Ash from ATPS power plant to Panandhro mine (one side)	1,25,000		

Table –B- Diesel Component

Sr. No	Particulars	Estimated Qty in MT	Diesel Price in Rs. /Ltr. as on 22 nd July 2021	Diesel Component in Ltr. per MT	Diesel Component in Rs per MT	Total Amount in Rs. exclusive GST
1	Unloading and Transportation of Lignite from Umarsar Mine to ATPS power plant (one side)	2,00,000	95.05			
2	Loading , unloading and Transportation of Ash from ATPS power plant to Panandhro mine (one side)	1,25,000	95.05			

Total Cost in Rs exclusive GST (A + B)

Note

The above rate is inclusive of all except GST. If GST is applicable, the same shall be reimbursed to the bidder on actual being submitted / remitted to the concerned department against submission of proof. No escalation on any account shall be permitted except variation in diesel price.

The bidder is required to quote the rate strictly as per the terms and conditions mentioned in the tender documents. The conditional tender will not be entertained and will be rejected. The rate quoted should be inclusive of all items.

FORMAT OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)

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

..... (Name of the Bank)

Address.....

Guarantee No.....

A/C Messrs..... (Name of Bidder)

Date of Expiry.....

Limit to liability (currency & amount).....

Invitation For Tender No..... Dated.....(bidding document)

For..... (Name of Facilities)

Subject: Earnest Money Deposit Bank Guarantee.

Date.....20

To,

General Manger (____),
Gujarat Mineral Development Corporation Ltd.
132 Ft Ring Road,
Near University Ground
Vastrapur,
Ahmedabad.

Dear Sir,

In consideration of Gujarat Mineral Development Corporation (hereinafter called “GMDC”) which expression shall unless repugnant to the subject of context include his successors and assigns having agreed to exempt M/s..... (herein after called “Bidder”) from demand under the terms and conditions of “Technical Bid Document” (hereinafter called the said “Bidding Document”) issued by the GMDC vide TenderNo. _____ for the work _____

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

1. We the _____ (Name of Bank) hereinafter referred to as “Bank” having our registered office at _____ (address of Bank) do hereby undertake and agree to indemnify and keep indemnified GMDC to extent of INR _____ (_____ only) (figures in words) against any losses, damage cost, charges and expenses caused to or suffered by or that may be caused or suffered by GMDC by reason of any breach or breaches by the Bidder of any of the terms and conditions contained in the said Bidding Document and unconditionally pay the amount claimed by GMDC on demand and without demur to the extent aforesaid.
2. We _____ (Name of Bank) do hereby undertake to pay the amounts due and payable under the guarantee without any demur merely on a demand by you stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by you by reason of any breach by the said Bidder of any of the terms or conditions contained in the said Bidding Document by reason of the Bidder's failure to fulfill the conditions of said Bidding Document. Any such demand on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR _____.
3. We _____ (Name of Bank) further agree that GMDC shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of terms and conditions of the said Bidding Document and the extent of loss, damages, costs, charges and expenses caused to or suffered by or that may caused to or suffered by GMDC on account hereof to the extent of the Bid Security required to be deposited by the Bidder in respect of the said document and the decision of GMDC that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damages, costs, charges, and expenses caused to or suffered by or that may be caused to or suffered by GMDC shall be final and binding on us.
4. We _____ (Name of Bank) further agree that guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance on the said Bidding Document and that it shall continue to be enforceable till you certify that terms and conditions of the said Bidding Document have been fully and properly carried out by the said Bidder and accordingly discharge the guarantee. Unless a demand or claim under this guaranteed is made on us in writing on or before the (date) _____ we shall be discharged from all liability under this guarantee.
5. We _____ (Name of Bank) further agree with you that you have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bidding Document or to extend time of performance by the said Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by you against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said Bidding Document and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Bidder or for any forbearance act or omission on your part or any indulgence by you to the said Bidder or any such matter or thing whatsoever under the law relating to sureties would but for this provision have effect of so relieving us.
6. It shall not be necessary for GMDC to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which GMDC may have obtained from the Bidder at this time when proceeding are taken against Bank hereunder be outstanding or unrealized.

7. We _____ (Name of Bank) further undertake to unconditionally pay the amount claimed by GMDC merely on demand and without demur to the extent aforesaid.
8. We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of GMDC in writing.
9. This Guarantee will not be discharged due to the change in the constitution of the Bank or the said bidder.
10. The Bank has under its constitution power to give this guarantee _____ and _____ Mr. _____ who has signed it on behalf of the Bank have authority to do so.

Yours faithfully

For.....

(Name of the Bank)

Notwithstanding anything contained hereinabove

- (I) Our liability under this Bank Guarantee shall not exceed **Rs** _____/- (**Rupees** _____ **only**)
- (II) This Bank Guarantee is valid up to _____ (Date).
- (III) We are liable to pay the guarantee amount or any part thereof under this bank Guarantee only and only if you serve upon us a written claim or a demand on or before _____ (date).
- (IV) This bank guarantee is operative only when accompanied with SFMS advice from us.

Yours faithfully

For _____ (Name of the Bank)

Yours faithfully

For.....
(Name of the Bank)