

**AMENDMENT**

- Sub : 1) Transportation of lignite from Umarsar & Mata No Madh lignite mines to Akrimota Thermal Power Station, Chher (ATPS) and  
2) Loading of Ash from ATPS Power Plant into the dumpers and its transportation back to the Mata-no-madh or Umarsar or Panandhro mines and its unloading as desired by GMDC.**

<b>Sl. no.</b>	<b>AS PER EOI TENDER</b>	<b>AMENDMENT</b>								
1	Qty. of Lignite and ash not mentioned in the EOI tender	Quantity of lignite / ash to be transported 1. Lignite Approximately 1000 – 1500 MT/day 2. Ash Approximately 400 – 500 MT / day (Preferably Panandhro)								
2	Security Deposit not mentioned in the EOI tender	<p><b>Security Deposit :</b></p> <p>5% of actual work done from RA Bills</p> <p>Upfront Security Deposit of INR 2.5 lakhs</p> <p>The CONTRACTOR shall pay security deposit (SD) @ 5% from RA Bills. Security deposit shall not bear any interest.</p>								
3	Liquidated Damages clause not mentioned in the EOI tender	<p><b><u>Liquidated Damages (LD) :-</u></b></p> <p>If the CONTRACTOR fails to mobilise the trucks/dumpers and manpower to commence the work within 4 weeks (Four) including Sunday and holidays from the date of acceptance of Letter of Intent or letter from CORPORATION to start the work, liquidated damages @ Rs. 10,000/- per day shall be leviable, for a maximum period of 15 days. If the CONTRACTOR fails to start work even after 15 days, the contract will be terminated and SD deposited by the CONTRACTOR will be forfeited.</p> <p>The Liquidated damages shall be leviable if reasons are attributed to contractor after end of quarter on the shortfall quantity in the target quantity of lignite and ash transportation to the stack yards of ATPS at the following rates:</p> <table border="1" data-bbox="630 1587 1308 1906"> <thead> <tr> <th data-bbox="630 1587 971 1692"><b>Shortfall</b></th> <th data-bbox="971 1587 1308 1692"><b>Rate for Liquidated damages for shortfall quantity</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="630 1692 971 1759">Up to 5% of the quarterly target</td> <td data-bbox="971 1692 1308 1759">Nil</td> </tr> <tr> <td data-bbox="630 1759 971 1839">More than 5% up to 15% of the quarterly target.</td> <td data-bbox="971 1759 1308 1839">10% of the contract rate per Tonne.</td> </tr> <tr> <td data-bbox="630 1839 971 1906">More than 15% of the quarterly target</td> <td data-bbox="971 1839 1308 1906">15% of the contract rate per Tonne</td> </tr> </tbody> </table>	<b>Shortfall</b>	<b>Rate for Liquidated damages for shortfall quantity</b>	Up to 5% of the quarterly target	Nil	More than 5% up to 15% of the quarterly target.	10% of the contract rate per Tonne.	More than 15% of the quarterly target	15% of the contract rate per Tonne
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		<p>The monthly schedule for lignite and ash transportation to stack yards of ATPS shall be provided by the I/c General Manager of ATPS.</p> <p>However, shortfall in the cumulative targeted quantities shall be reviewed at the end of every RA bill and if the contractor meets the cumulative targets, the liquidated damages deducted will be refunded / adjusted accordingly.</p> <p>LD will not be levied if reasons are attributed to GMDC.</p>
4.	Arbitration	<p>All questions, disputes, differences whatsoever which may at any time arises between the parties to this contract in connection with the 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.</p>
5.	Jurisdiction	<p>Matter relating to any dispute or differences arising out of present empanelment document and subsequent work order shall be subject to the exclusive jurisdiction of Courts at Ahmedabad only.</p>
6.	Force Majeure	<p>Force majeure is herein defined as any cause which is beyond the control of the Transport Operator or 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:</p> <ol style="list-style-type: none"> <li>i. natural phenomena such as flood, draughts Cyclone, earthquake and epidemics, declaration of war.</li> <li>ii. Acts of any government, including but not limited to war, declared or undeclared priorities, quantities, embargoes, providing either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such cases.</li> </ol> <p>The Transport Operator 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.</p> <p>For delay arising out of Force Majeure, the Transport Operator will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of force Majeure and neither GMDC nor the agency shall be liable to pay extra costs (like increase in rates, remobilization, advance, etc.) provided it is mutually</p>

		<p>established that the Force Majeure conditions did actually exist.</p> <p>If any of the Force Majeure conditions exists in the place of operation of the contractor even at the time of submission of bid he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.</p> <p>The Transport Operator of the GMDC shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/ or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time given though such cause any occur after agency's performance of his obligations has been delayed for other causes.</p>
7.	Foreclosure	<p>In case of any necessity arising due to local working conditions or any unforeseen reason which is beyond the control of the GMDC or of the Transport Operator, Committee comprising of representative of GMDC, agency shall be constituted and Committee will look into the reasons/causes and analyze the conditions as to whether the work awarded is feasible to continue with the existing terms and conditions of the contract or any other available option or to Fore Close the contract in the interest of both the GMDC and the Transport Operator.</p> <p>If after study of the prevailing conditions of the contract under execution, committee recommends to Fore Close the contract keeping in view the financial implication to both the GMDC and Transport Operator, guideline/Modality of the Fore Closure of the contract shall be decided by the committee considering the work executed and unexecuted, period of the contract completed and balance period of the contract, value of the work executed and value of the work unexecuted etc.</p>