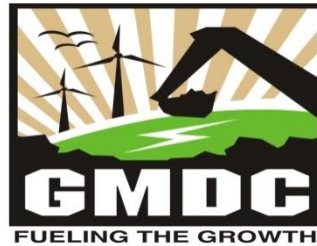


**e- Tender No. – GMDC/ENV/02/2020-21**

e-Tender  
FOR

**“PREPARATION OF COMPREHENSIVE REPORT ON GROUND WATER  
CONDITIONS IN BOTH CORE AND BUFFER ZONES OF THE MINE AS PER  
CGWA GUIDELINES DATED 24/09/2020 AND OBTAIN CGWA NOC”**



**GENERAL MANAGER (ENVIRONMENT)  
GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED  
(A Govt. of Gujarat Enterprise)  
CIN: L14100GJ1963SGC001206  
KHANIJ BHAVAN, 132 FEET RING ROAD, UNIVERSITY GROUND  
VASTRAPUR, AHMEDABAD- 380 052  
Phone No. 07927913200  
TELE-FAX: (079) 2791 3038, E-mail [env@gmdcltd.com](mailto:env@gmdcltd.com)  
Visit our web-site: [www.gmdcltd.com](http://www.gmdcltd.com)**



# GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED

Tender No. – GMDC/ENV/02/2020-21

<b>Work Description</b>	:	<b>“Preparation of Comprehensive Report as per CGWA Guidelines on Ground Water Conditions in both Core and Buffer Zones of the Mine, depth wise and year wise Seepage calculations, Impact Assessment of Mining and Dewatering on ground water regime and its socio-economic impact, details of recycling, reuse and recharge, reduction of pumping with use of technology for mining and water management to minimize and mitigate the adverse impact on ground water based on local conditions (Annexure V, CGWA Guidelines dated 24/09/2020) and obtain CGWA NOC”</b>
<b>Place of work</b>	:	<b>1. Umarsar Opencast Lignite Mine, village Umarsar, Taluka Lakhpat, District Kutch 2. Mata No Madh Lignite Mine, Village, Mata No Madh, Dist. Kutch 3. Amod (G-19 Extn.) Lignite Mine Project, Rajparadi, Ta. Jhagadia, District Bharuch 4. Tadkeshwar Lignite Mine, Taluka Mandvi, Dist. Surat 5. Surkha (N) Lignite Mine, village Budhel, Ta. Ghogha, Dist. Bhavnagar</b>  <b>The GMDC reserves the right to reject any or all the bid or split the work between more than one bidders without assigning any reason thereof.</b>
<b>Period of contract</b>	:	<b>6 Months</b>
<b>Estimated Contract Value (Rs. in Lakhs)</b>	:	<b>73 Lakhs</b>
<b>Tender Processing Fee (Non-Refundable)</b>	:	<b>Rs. 2000/- + GST (18%) (Rs. 360/-) = Rs. 2360/-/- (Two Thousand Three Hundred &amp; Sixty only) through D.D. in favour of ‘GMDC Ltd’, payable at Ahmedabad,</b>  <b>DD should be from banks approved by Govt. of</b>

		Gujarat from time to time (except co-operative bank) in the form and manner acceptable to the GMDC.
<b>EMD (Refundable)</b>	:	Rs. 2,20,000/- (Rs. Two Lakhs and Twenty Thousands Only) by D.D. in favour of ‘GMDC Ltd’, payable at Ahmedabad.  From the banks approved by Govt. of Gujarat from time to time (except co-operative banks) in the form and manner acceptable to the GMDC.
<b>Security Deposit (From Successful Bidder only)</b>	:	5 % of contract value in form of D.D. / FD / Bank Guarantee from the banks approved by Govt. of Gujarat from time to time (except co-operative bank) in the form and manner acceptable to the GMDC.
<b>Last date and time of downloading the tender</b>	:	18 <sup>th</sup> January 2021 – 15:00 Hrs.
<b>Last date and time of online submission of bid</b>	:	18 <sup>th</sup> January 2021 – 15:00 Hrs. (Submission of Price Bid in Hard Copy shall not be entertained and summarily be rejected)
<b>Last date &amp; time of submission of tender processing fees, EMD and all necessary supporting documents in hard copy</b>	:	18 <sup>th</sup> January 2021 – 15:00 Hrs.
<b>Date &amp; time for on-line opening and viewing of preliminary bid</b>	:	18 <sup>th</sup> January 2021 – 15:30 Hrs.
<b>Date &amp; time for on-line opening of technical bid</b>	:	18 <sup>th</sup> January 2021 – 15:35 Hrs.
<b>Date &amp; time for on-line opening of price bid</b>	:	18 <sup>th</sup> January 2021 – 16:30 Hrs.
<b>Validity of Bid</b>	:	180 Days

## CHAPTER I

### GENERAL INSTRUCTIONS TO THE BIDDERS:

#### 1.1 THE TENDER & THE OFFER:

- a) This tender document is intended to give a general description of nature of the work. It is not intended to cover all minute details. The work shall be executed in accordance with best practices and to the complete satisfaction of the GMDC.
- b) The information given in this tender document is given in good faith and meant to serve as a guide to enable the prospective bidders to submit their offer. It is, imperative that the Bidder shall obtain and examine, for himself, all the data, information and particulars required for the satisfactory execution of the work covered under the scope of tender.
- c) The tender document and forms referred to in the tender, if not submitted or if submitted but not duly filled in (where required) and signed, will result in rejection of the tender.
- d) It is a three-bid system. The bid is required to be submitted online latest within the date and time prescribed in the tender notice.

#### **Part – I Preliminary Bid**

Detail of DD for EMD and Tender Processing Fee shall be submitted online. Further, Original Demand Drafts of **Tender Processing Fee and EMD** should be submitted before last date on below given address in two separate and sealed envelopes along with their respective forms. These both envelopes should be placed in a separate and sealed cover sub-scribed **“PRELIMINARY BID” Tender No. and Name of work.**

Bids received without EMD and Tender Processing Fee will not be considered for scrutiny and will be out rightly rejected.

#### **Part - II Technical bid (Annexure I to IV)**

Technical bid documents i.e. various annexure are to be submitted online only within stipulated period as per tender notice. However, the supporting documents required to be submitted in support of these annexure like experience, financial position, status of the bidder, list of equipments owned by the bidders, copies of certificates in support of qualification and experience, Certificates, Permanent Account Number (PAN), Goods & Service Tax etc. shall be placed in separate & sealed cover sub-scribed **“TECHNICAL BID, Tender No. and Name of work etc.**

#### **Part – III Price-bid (Annexure V):**

To be submitted on line only within the stipulated time in both the Annexure. L1 Bidder shall be considered based on lowest price on the sum of total cost of all the projects received in Annexure V.

All supporting documents along with tender processing fee and EMD in a sealed envelope sub-scribed **“Pre & Technical Bid, Tender No. and Name of work etc.** must reach till last date on below given address:

**General Manager (Environment)**  
**Gujarat Mineral Development Corporation Limited**  
**“Khanij Bhavan”, 132 ft Ring Road, Nr. University Ground,**  
**Vastrapur, Ahmedabad – 380 052**

Price bid will not be opened unless Preliminary & Technical Bids opening procedure has completed in all respects and bidder is found to have adequate experience and resources for executing the Work. The price bid of only technically qualified bidders will be opened.

**1.2** Bidders are advised to read the instructions, evaluation norms and other terms and conditions described in these documents under different Chapters carefully before submitting their offer. In case of any doubt they may seek clarification from Manager (Environment) at the Corporate office of the GMDC at Ahmedabad on mobile no. 9099952308.

### **1.3 Opening of bids**

First Preliminary bids will be opened for the verification of the receipt of tender processing fee and EMD along with their respective forms.

Technical bid of only those bidders will be opened from whom tender processing fee and EMD will be received by GMDC. Then Technical bid will be opened online along with hard copies of signed and stamped copies of technical documents and all essential supporting documents to verify that bidder is technically qualified or not for the desired work.

Price Bid will be opened only of those bidders who will observe technically qualified.

**1.4** Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate 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 1.5.

**1.5** All bids should be digitally signed. For details regarding digital signature certificate and related training involved at the below mentioned address should be contacted:

#### **(n)Procure Cell**

**(n)Code solutions a division of GNFC**

**403, GNFC Info-Tower, Bodakdev,**

**Ahmedabad- 380 054 (India)**

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

**Toll Free: 1800-233-1010**

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

**1.6** Kindly take note that, valid Digital Signature Certificates is must for all the interested bidders. Online tendering process is not possible without valid digital signature certificate.

**1.7** Interested bidders are also requested to complete their procedure for taking digital signature certificate in respect to filling of application form, supporting documents with necessary fees at least 3 days before last date of tender submission.

**1.8** (n) code solutions reserves the rights to issue digital signature certificate after verification of application forms / supporting documents submitted by bidder. (n) code solutions is fully authorized to issue digital signature certificate to bidders.

**1.9** All the bidders who have no facility to participate in on-line tenders are requested to contact (n) code solutions for the same.

**1.10** 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.

### **1.11 Corrigendum:**

Bidders are requested to see the website <https://gmhc.nprocure.com> from time to time before due date of Tender opening to ensure that they have not missed any corrigendum uploaded against the said Tender after downloading the Tender document. The responsibility of downloading the related corrigendum, if any, will be solely that of the downloading parties.

No separate intimation in respect of corrigendum will be sent to Bidders who down loaded the Tender document.

## **2.0 Examination**

**2.1** The Bidder would carefully examine the tender document including all amendments/addendum and corrigendum, if issued, and other details relating to the work and acquaint him fully with all the conditions and matters therein, which may, in any manner, affect the work and the cost thereof.

**2.2** The Bidder would acquaint himself with all Government Procedures, Permissions, Mining and Labour laws, Environment Laws, statutes, regulations, rules or notifications relating to taxes, levies and other charges relating to the work at the site or otherwise as applicable from time to time.

**2.3** Any neglect or omission or failure on the part of the Bidder in obtaining necessary and reliable information upon the foregoing or any other matter affecting the tender, shall not absolve him of any risk or liabilities or responsibilities for completion of the entire work in accordance with the terms and conditions of the tender document.

**3.0** Any conditional tender will be rejected outright and no claim whatsoever in respect thereof shall be entertained.

**4.0** GMDC reserves the right to reject / cancel any or all offer submitted by the bidders without assigning reasons. Each and every page of the tender document along with bids supporting documents shall be signed by the Bidder with his usual signature. All signatures should be dated and Company's seal shall be affixed below it.

**5.0** Submission of False or incorrect information, history of delaying in completion of work, reports of unprofessional conduct among other things shall be sufficient grounds for disqualification in technical bid.

**6.0** To assist in the scrutiny, evaluation and comparison of bids, GMDC, may at its discretion to seek from any or all bidders, clarification(s) on his/her bids including technical information, documents, materials after the Technical Bid opening but before the opening of price bid. The request for Clarification and response shall be in writing but no change in final price or substance of bid shall be permissible.

**7.0** GMDC may, at its discretion, extend the deadline for the submission of the bids.

**8.0** Bidder shall bear all costs associated with the preparation and submission of its bid, and the GMDC will in no case be responsible or liable for these costs or postal delay.

**9.0** Validity of the offer: Rate quoted shall remain valid for 180 days from the date of opening of technical bid, which shall be deemed to be extended unconditionally for further period of 90 days, if GMDC require it.

***ON BIDDER LETTER HEAD***

Dated

To,

General Manager (Environment)  
Gujarat Mineral Development Corporation Limited,  
“Khanij Bhavan”, 132 ft. Ring road,  
Nr. University Ground, Vastrapur, Ahmedabad – 380 052

e-Tender No. – **GMDC/ENV/02/2020-21**

**Subject: Tender for “Preparation of Comprehensive Report on Ground Water Conditions in both Core and Buffer Zones of the Mine as per CGWA Guidelines dated 24/09/2020 and obtain CGWA NOC”**

Sir,

I/We are interested in participating in the above “Preparation of Comprehensive Report as per CGWA on Ground Water Conditions in both Core and Buffer Zones of the Mine, depth wise and year wise Seepage calculations, Impact Assessment of Mining and Dewatering on ground water regime and its socio-economic impact, details of recycling, reuse and recharge, reduction of pumping with use of technology for mining and water management to minimize and mitigate the adverse impact on ground water based on local conditions (Annexure V, CGWA Guidelines dated 24/09/2020)”.

I/We are accredited by CGWA for the purpose.

I/We have adequate experience in the Geo hydrological studies and have adequate infrastructure, equipments, laboratory facilities and funding at our disposal to execute the work. I/We have sound financial position to fulfill any additional requirement if required to carry out the work to the entire satisfaction of the GMDC as well as for regulatory agencies. We shall make our own arrangement for the collection of data and information from all GMDC projects and GMDC will be only responsible to provide at least one co-coordinator from all GMDC projects for this activity and no other lieu will be paid/ reimbursed by GMDC in any case.

Thanking you.

Yours faithfully,

[Authorized Signatory]



**ON BIDDER LETTER HEAD**

FROM:

LETTER NO.:

DATE:

To,  
General Manager (Environment)  
Gujarat Mineral Development Corporation Ltd.,  
Khanij Bhavan, 132 Ft. Ring Road,  
Near University Ground, Vastrapur,  
Ahmedabad – 380 052, Gujarat.

Sub. : Tender Processing Fee for Tender document no. **GMDC/ENV/02/2020-21** for “**Preparation of Comprehensive Report on Ground Water Conditions in both Core and Buffer Zones of the Mine as per CGWA Guidelines dated 24/09/2020 and obtain CGWA NOC**”

Dear Sir,

With reference to above, and as per terms & conditions of Tender, we are sending herewith DD No. \_\_\_\_\_ Dated \_\_\_\_\_ Name of the Bank and Branch, \_\_\_\_\_ for **Rs. 2360/-** (including GST) **[Rs. Two Thousands Three Hundred and Sixty only]** is being the amount of Tender Processing Fee.

Thanking you,

Yours faithfully,

Name / Signature & Stamp

***ON BIDDER LETTER HEAD***

FROM:

LETTER NO.:

DATE:

To,  
General Manager (Environment)  
Gujarat Mineral Development Corporation Ltd.,  
Khanij Bhavan, 132 Ft. Ring Road,  
Near University Ground, Vastrapur,  
Ahmedabad – 380 052, Gujarat.

Sub. : EMD for e-Tender Document No. GMDC/ENV/02/2020-21 for “Preparation of Comprehensive Report on Ground Water Conditions in both Core and Buffer Zones of the Mine as per CGWA Guidelines dated 24/09/2020 and obtain CGWA NOC”

Dear Sir,

With reference to above, and as per terms & conditions of e-Tender, we are sending herewith DD No. \_\_\_\_\_ Dated \_\_\_\_\_ Name of the Bank and Branch, \_\_\_\_\_ for **Rs. 2,20,000/- [Rs. Two Lakhs & Twenty Thousands only]** is being the amount of EMD.

Thanking you,

Yours faithfully,

**Name / Signature & Stamp**

## CHAPTER II

### 1.0 TERMS AND CONDITIONS:

Gujarat Mineral Development Corporation Ltd. (GMDC) invites bids from reputed financially and having technically sound, experienced and CGWA Accredited Consultants for **“Preparation of Comprehensive Report as per CGWA on Ground Water Conditions in both Core and Buffer Zones of the Mine, depth wise and year wise Seepage calculations, Impact Assessment of Mining and Dewatering on ground water regime and its socio-economic impact, details of recycling, reuse and recharge, reduction of pumping with use of technology for mining and water management to minimize and mitigate the adverse impact on ground water based on local conditions (Annexure V, CGWA Guidelines dated 24/09/2020) and obtain CGWA NOC”**.

### 2.0 SCOPE OF WORK:

#### [A] SCOPE OF BIDDER:

1. Brief about the proposed project giving location details, coordinates, Google/ Topo sheet maps, etc. demarcating the project area.
  - 1.1 Land Use Land Cover of the surrounding area, Percentage of LULC categories.
  - 1.2 Topography and drainage.
  - 1.3 Details of wetlands [Highlight protected wetlands / Ramsar sites / NLCP lakes/ other important wetlands in terms of dependencies of local communities if any]
2. Ground water situation in and around the project area including water level and quality data and maps along with quality issues, if any. In case of mines, ground water conditions in both core and buffer zone should be described.
  - 2.1 Brief geology of the area
  - 2.2 Hydrogeology of the area
    - 2.2.1 Aquifer description [type, depth, storativity, permeability and porosity]
    - 2.2.2 Ground water flow and aquifer interaction [flow direction, Ground water surface water connectivity]
    - 2.2.3 Ground water level trend analysis [pre–monsoon and post–monsoon] for 10 years
    - 2.2.4 Hydrograph of the water level for 10 years
    - 2.2.5 Predicted water level declines for affected aquifers [Ground water modeling]
    - 2.2.6 Ground water quality [pre - monsoon and post – monsoon]
    - 2.2.7 Water quality of nearby water bodies

3. Details of the tube wells/ bore wells proposed to be constructed. This includes the aquifer parameters, drilling depth, diameter, tentative lithological log, details of pump to be lowered, H.P. of pump, tentative discharge of tube wells/ bore wells, etc. Locations to be marked on the site plan/ map. Location of proposed piezometers.
4. Details of Geophysical studies carried out in and around the project area. Ground water resources computation of the block in which the project falls.
  - 4.1 Results of Geophysical analysis [vertical electrical sounding (VES), horizontal profiling and imaging, transient electromagnetism method (TEM)] etc
5. Approved Mine plan in case shall be provided by GMDC.
  - 5.1 Year wise mine plan including excavation depth, area and mine seepage.
6. Proposed usage of pumped water in case of mine dewatering projects.
  - 6.1 For drinking,
  - 6.2 Irrigation.
  - 6.3 Recharge
  - 6.3 Runoff to stream
  - 6.4 Benefitted area
  - 6.5 Dust suppression, Green belt development etc.
7. Comprehensive assessment of the impact on the ground water regime in and around the project area highlighting the risks and proposed management strategies proposed to overcome any significant environmental issues.
  - 7.1. Impact on surface water sources
    - 7.1.1 Diversion of existing channels [constructed dam/barrages/weir/canals/hydro-electric projects]
    - 7.1.2 Change in land use [change in flood plain, lotic & lentic systems etc.]
    - 7.1.3 Current & Potential threats
  - 7.2 Impact on groundwater sources
    - 7.2.1. A description of the impacts on environmental values that have occurred, or are likely to occur, because of any past ground water abstraction.
    - 7.2.2. An assessment of the likely impacts on environmental that will occur, or are likely to occur, because of the ground water abstraction for a five years

period starting on the consultation day for the report; and over the projected life of the resource project area, affected area and radius of influence.

- 7.3 Socio-Economic Aspects:
  - 7.3.1 Settlements and population dynamics around project area
  - 7.3.2 Dependency on sources of water [surface or sub-surface]
  - 7.3.3 Ground water uses [e.g. irrigation (irrigation method, number of watering) water supply etc.]
  - 7.3.4 Improvement / decline in agricultural yield in last 5 years and likely impact after NOC
  - 7.3.5 Impact of proposed / existing project on local communities [based on local interactions (interactions must be with stakeholders like fishermen community).
8. Proposed measures for disposal of waste water by mine drawing saline water.
9. Measures to be adopted for water conservation which includes recycling, reuse, treatment, etc. This includes the water balance chart being adopted by the firm along with details of water conservation methods to be adopted.
  - Brief write up along with capacity and flow chart of Sewage Treatment Plants / Effluent Treatment Plants / Combined Effluent Treatment Plants existing / proposed within the project.
  - Details of water conservation measures to be adopted to reduce/ save the ground water.
  - Total water balance chart showing the usage of water for various processes.
10. Any other details pertaining to the project as well as necessary to fulfill the requirement of CGWA to achieve the NOC.
11. Collection of Data from all Project sites along with preparation of reports as per the requirements of CGWA and Follow up from CGWA Regional Office at Ahmedabad as well as Delhi Office for the grant of NOC shall be in the scope of Bidder only.
12. All other requirements essential to complete the work as per the guidelines of CGWA, if remain left in this scope of work.
13. Bidder has to do personal follow up with Director CGWA-Ahmedabad & CGWA-Delhi office regularly.
14. Reply for the Query (ies) raised by CGWA to be prepared by bidder.
15. Liaisoning with CGWA Ahmedabad and Delhi office to be done by Bidder.

## **[B] SCOPE OF GMDC**

- i. Showing all the locations and their details.
- ii. Necessary data / information.
- iii. GMDC shall not be responsible to provide lodging/boarding to the successful bidder team but can be provided on chargeable basis as when and where available.
- iv. GMDC reserves the right to reject any or all the tenders or split the work between more than one bidder without assigning any reason thereof and volume of work can also be reduced any time before or during the execution of work.

## **3.0 QUALIFICATION AND EXPERIENCE CRITERIA:**

- i. Bidder compulsory have accreditation of CGWA in all the following three scopes:
  - (a) Impact Assessment Reports
  - (b) Impact Assessment Reports with Modeling Studies
  - (c) Hydrogeological Report for Mining Projects
- ii. Bidder should have experience of hydro geological Impact Assessment report for Mining project.
- iii. Bidder must have achieved NOC of at least three Mining Projects and work completion certificates from their client for obtaining CGWA NOC must be submitted without fail along with bids.

## **4.0 OUTCOME:**

- 1] Project wise Draft Reports with Annexure etc. as per the scope of work mentioned above as well as up to full satisfaction of CGWA in Hard as well as soft copies.
- 2] Project wise Final Reports (5 Copies) with Annexure etc. as per the scope of work mentioned above as well as up to full satisfaction of CGWA in Hard as well as soft copies.

## **5.0 DURATION:**

The period of completion as well as submission of desired report in the Regional Office of CGWA shall be 6 months from the date of award of work excluding the time taken by GMDC for the review and finalization of draft report. Regarding time schedule for getting NOC after the receipt of water report as per CGWA guideline cannot be defined and GMDC can extend the validity of work order considering the genuine reasons.

## **6.0 TERMS OF PAYMENT:**

Payment will be released as mentioned below:

- |   |   |     |
|---|---|-----|
| 1. After First Site Visit   | : | 10% |
| 2. After receipt of Draft Report  | : | 30% |
| 3. After receipt of Final Report  | : | 30% |
| 4. After Forwarding Report from CGWA Regional Office to CGWA Head Office. | : | 10% |
| 5. After grant of NOC from CGWA   | : | 20% |

Note:

1) The payment will be made after receipt of invoice along with supporting documents / Reports etc. in GMDC Corporate Office TDS and TDS on GST and other deduction, if any, shall be deducted as applicable. All payments will be made by cheques/RTGS/NEFT etc.

2) Project wise payments in above mentioned %age can be released by GMDC for payment terms Clause No. 6.0 (2) to (5).

## **7.0 TAXES, DUTIES & LEVIES AND STATUTORY OBLIGATIONS:**

All applicable taxes and duties etc. shall be paid additional as per prevailing rules.

“GST will be paid / adjusted / reimbursed to the successful bidder upon submission of proof as per prevailing rates & rules to the extent directly related to the services rendered 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 after considering the abatement, if any.

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

TDS & TDS on GST will be deducted from the bills as per prescribed rule.

## **8.0 SUBLETTING/JOINT VENTURE OF THE WORK:**

Successful Bidder shall not sublet the work or any part of it to any other agency and joint venture shall not be allowed.

## **9.0 TENDER PROCESSING FEE AND EARNEST MONEY DEPOSIT:**

- (a) A non-interest bearing DD of TENDER Processing Fee of Rs. 2000/- (Two Thousands only) and additional GST of Rs. 360/- (Three Hundred & Sixty only) (18% of tender processing fee), totaling to 2000 + 360 = 2360/- (Rs. Two Thousands Three Hundred & Sixty only) and Earnest Money Deposit of Rs. 2,20,000/- (Two Lakhs & Twenty Thousands only) shall be submitted along with desired form provided with tender in separate sealed cover super scribed “TENDER Processing Fee / EMD” in favour of GMDC Ltd. payable at Ahmedabad from banks approved by Govt. of Gujarat from time to time (except co-operative bank) in the form and manner acceptable to the GMDC. Any pending dues against invoice or any other deposit lying with the GMDC will not be adjusted against Earnest Money Deposit. Any Tender submitted without Earnest Money shall be summarily rejected and no claim shall be entertained on such rejected tenders.
- (b) The EMD will be refunded to the unsuccessful bidders by way of crossed cheque/RTGS within 30 days from the date of determination of L1 bidder.
- (c) Tender Processing Fee is non refundable and EMD of successful bidder will be refunded after the receipt of Security Deposit.
- (d) If the successful bidder does not accept the LOI / work order issued by G.M.D.C., then EMD amount paid by the bidder will be forfeited.
- (e) EMD will not bear any interest.
- (f) Liquidated damages may be recovered from EMD/SD.

## **10.0 SECURITY DEPOSIT:**

- (a) The successful bidder shall have to deposit Security Deposit @ 5% of the total contract value within 20 days after the receipt of LOI by way of DD or FD or Bank Guarantee in favour of “GMDC Ltd.” payable at Ahmedabad from banks approved by Govt. of Gujarat from time to time (except co-operative bank) in the form and manner acceptable to the GMDC.
- (b) If the successful bidder does not pay Security Deposit or does not fulfill any of the terms & conditions of this e-Tender, Earnest Money Deposit paid by such successful bidder shall be liable to be forfeited by the GMDC.
- (c) Security Deposit paid by the successful bidder shall be liable to be forfeited by the GMDC, if he is not adhere to maintain the terms & conditions of the e-Tender.
- (d) Security Deposit paid by successful bidder will be refunded within 3 months after the satisfactory completion of the contract.
- (e) Security Deposit shall not bear any interest.



- (f) GMDC reserves the right to recover the charges or the liquidated damages from the Security Deposit in the following circumstances:
- (i) If contractor cause any damages or destroy any property belonging to GMDC.
  - (ii) The shortfall amount of all compensations, liquidated damages and other sums of money payable by 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.

#### **11.0 NO RELAXATION OF EMD/SD.**

No relaxation will be given for EMD / SD.

#### **12.0 ACCEPTANCE OF LOI:**

If the successful bidder does not accept the GMDC Letter of Intent within 07 days, the EMD paid by him will be forfeited. The work will be awarded to the technically qualified L1 bidder evaluated based on sum of grand total of cost of all projects.

#### **13.0 LIQUIDATED DAMAGES:**

The Successful Bidder shall be responsible to complete the entire work as specified / described under Location and Description of the site as well as the scope of work in this tender and technical document in accordance with sound and established practices, regulations applicable, for the purpose(s) specified, free from defects and suitable for respective uses intended.

The successful bidder will be required to complete the entire job at the satisfaction of GMDC". In case the successful bidder fails to complete the work in the event at the utmost satisfaction of GMDC, liquidated damages @ 1% per week of the total contract value subject to a maximum of 10% of the total contract value payable shall be levied on the successful bidder after the completion of 6 months period from the date of acceptance of work order issued by GMDC. It is clarified that more than 3 days will be counted as one week for determination of liquidated damages. GMDC shall be entitled to deduct such liquidated damages from RA Bills / Dues / Security Deposit that may become payable to the successful bidder.

#### **14.0 ACCEPTANCE OF GENERAL TERMS & CONDITIONS:**

The bidder should unconditionally and compulsorily accept all the terms and conditions of the contract by signing & stamping on each page of tender document including the annexure, corrigendum, if any etc.

#### **15.0 BLACK LISTING OF THE BIDDER:**

The Bidder or its directors should not have been black listed by any Government Organization. The bidder will submit declaration to this effect along with the technical bid. 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.

#### **16.0 NON FULLFILMENT OF TERMS & CONDITIONS & TERMINATION OF THE CONTRACT:**

1. If the Contractor fails to carry out the work as per terms and conditions of the contract to the satisfaction of the GMDC, GMDC shall be entitled to forfeit the security deposit paid by the Contractor. This however, shall not absolve the Contractor from his obligation to fulfil the contract. In such event, the GMDC shall have a right to complete and / or to get the work completed at the cost & risk of the Contractor and the Contractor shall be responsible to pay such cost incurred by the GMDC to complete the work and / or to get the work completed.
2. Likewise, if the Contractor does not fulfil the terms and conditions of the contract and does not carry out the work up to the entire satisfaction of GMDC, GMDC has the right to forthwith terminate the contract at its sole discretion, without assigning any reason, Under such events, the GMDC shall be entitled to forfeit the security deposit paid by the Contractor and the GMDC shall have a right to complete the work and / or to get the work completed at the risk and cost of the Contractor.
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 to the Contractor and without incurring any responsibility. For such cases, Contractor shall have to take away his labour, tools, tackles, machinery, equipment etc. and shall leave the site at once or shall have to carry out the instructions of the GMDC.

## **17.0 JURISDICTION:**

Matter relating to any dispute or difference arising out of this e-Tender and subsequent contract shall be subject to the exclusive jurisdiction of Courts at Ahmedabad only.

## **18.0 ARBITRATION:**

The parties shall endeavour, in the instance, to resolve any dispute, disagreement or difference arising out of or in connection with this tender and subsequent Agreement, including any question regarding its interpretation, performance, existence, validity, termination and the rights and liabilities of the Parties to this Agreement (a “Dispute”) through good faith negotiations.

“All questions, disputes, differences and/or interpretation of tender & subsequent agreement whatsoever, which may at any time arise between the parties to this tender & subsequent 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. The venue of arbitration proceedings shall be at Ahmedabad. The Language of the Arbitration shall be in English.”

## **19.0 FORCE MAJEURE:**

1. Force majeure is herein defined as any cause which is beyond the control of the contractor or the GMDC as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:
  - i. natural phenomena such as flood, draughts Cyclone, earthquake and epidemics, declaration of war.
  - ii. Acts of any government, including but not limited to war, declared or undeclared priorities, quantities, embargoes, providing either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such cases.
2. The contractor will advise, in the event of his having resort to this clause by a registered letter duly certified by the statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition. In event of delay lasting over two months, if arising out of Force Majeure, contract may be terminated at discretion of the GMDC.

3. For delay arising out of Force Majeure, the contractor will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of force Majeure and neither company nor he Contractor shall be liable to pay extra costs (like increase in rates, remobilization, advance, idle charges for labour and machinery etc.) provided it is mutually established that the Force Majeure conditions did actually exist.

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.

4. The contractor of the GMDC shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/ or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time given though such cause any occur after contractor's performance of his obligations has been delayed for other causes.

**20. Change in Constitution of Entity:**

The contractor shall not change its constitution of entity during the currency of the contract without prior approval of GMDC. In case the contractor is desirous to change its constitution during the currency of the contract than upon receipt of the prior approval from the GMDC, the Supplementary agreement to that effect shall be executed by and between GMDC and Contractor so as to protect the interest of the parties.

- 21.0** Successful Bidder shall abide by all the statutory regulations applicable at the project e.g. Mines Act, Environment Acts, Factory Act and other related Law & Regulations etc.

- 22.0** Successful Bidder shall abide by all the conditions of this e-Tender as well as the terms and conditions mentioned in the tender document published for this work.

## STATUS OF BIDDER

<b>Name of the Bidder</b>	
<b>Full Address</b>	
<b>Telephone No.</b>	
<b>Fax No.</b>	
<b>E-Mail Address</b>	
<b>Name &amp; Designation of Authorized person</b>	
<b>Copy of last three years Balance Sheet ended on 31/03/2020.</b>	
<b>Name of bankers with full address and telephone no.</b>	
<b>Bank Account Details with IFSC Code etc. so that EMD can be refund in case of dis-qualification or if remain unsuccessful.</b>	
<b>Details of PAN No. (Please attach copy)</b>	
<b>Details of GST</b>	
<b>Detail of CGWA Accreditation</b>	

**Note: Bidders are requested to submit supporting documents duly signed and stamped for above asked.**

**DETAILS OF SIMILAR WORK CARRIED OUT BY THE BIDDER**

S. No.	Contract No. & Date / Year	Client	Details of work	Value of work	Completion period as per contract	Actual date of completion	Remarks

Note: Bidders are requested to submit supporting documents like copies of work orders &/or completion certificate.

**DETAILS OF SKILLED MANPOWER**

<b>Particulars of skilled manpower deployed on</b>	<b>Qualification and Year</b>	<b>Strength (Nos.)</b>	<b>Experience (Years)</b>

Note: Bidders are requested to submit supporting documents including Copies of staff qualification certificate / bio-data and experience certificate etc. for above asked.





**PRICE BID**

(To be submitted online only)

Sr. No.	Description	Amount Quoted (in Rs.)
1	Umarsar Lignite Project, village Umarsar, Ta. Lakhpat, Dist. Kutch	
2	Mata No Madh Lignite Project, Mata No Madh, Kutch	
3	Surkha (N) Lignite Project, Bhavnagar	
4	Rajpardi Lignite Project, District Bharuch	
5	Tadkeshwar Lignite Project, Dist. Surat	
<b>TOTAL</b>		L1

Note:

- 1] Price to be given in Rs. only.
- 2] **L1 Bidder shall be considered based on lowest price on the sum of total cost of all the projects.**
- 3] Price should be exclusive of GST which shall be reimbursed additional as applicable.

**DECLARATION**

(On letter head of the Bidder)

FROM:

DATE:

To,  
General Manager (Env.),  
Gujarat Mineral Development Corporation  
Ltd., “Khanij Bhavan”, 132 ft. Ring Road,  
University Ground, Vastrapur,  
Ahmedabad-380015

**Subject: Tender for “Preparation of Comprehensive Report on Ground Water Conditions in both Core and Buffer Zones of the Mine as per CGWA Guidelines dated 24/09/2020 and obtain CGWA NOC”**

Dear Sir,

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

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

Yours faithfully,

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**Signature and Stamp of the Bidder**