



e-Tender No. GMDC/BX/GS/01/2015

FOR

On Line e-Tender for Mining, Grading and Stacking Of
Various Grade of Bauxite

At Gadhsisa Group of Mines,
Gadhsisa,

Dist Kutch, Gujarat State

General Manager [Tech.]

GUJARAT MINERAL DEVELOPMENT GMDC LIMITED
(A Govt. of Gujarat Enterprise)

Khanij Bhavan, Near University Ground, 132 feet Ring Road, Vastrapur,
Ahmedabad-380 052 Gujarat State, INDIA

Phone: +91 079 27913111 / 27913501 Fax No: +91 79 27911454
Website www.gmdcltd.com / www.gmdc.nprocure.com E- Mail - geo@gmdcltd.com.

BRIEF INTRODUCTION

1. GMDC:

Gujarat Mineral Development GMDC (GMDC) is a Government of Gujarat Enterprise, established way back in 1963, engaged in mining of Lignite, Bauxite, Fluorspar and also in processing /beneficiating the minerals for value addition. We are an ISO certified company and listed on Mumbai Stock Exchange (BSE) as well as National Stock Exchange (NSE), with 74% of ownership by Government of Gujarat.

GMDC currently mine and produce about 9 million tones of Lignite per annum, which meets the fuel requirements of about 2500 companies located in Gujarat and neighboring states. Our over-burden volumes are more than 35 Million Meter Cube per annum. We are the largest merchant seller of lignite in the country and one of the most profitable Public Sector Undertaking in the State of Gujarat. Besides, we are also developing a coal block in the state of Chattisgarh and Orissa.

GMDC is holding a bauxite Mining Leases in Kutch and Jamnagar district.

2. Location :

Bauxite project office is located at Gadhsisa, Taluka Mandvi, Dist. Kutch and bauxite mines at following locations with approx. distance from Gadhsisa :

1. Roha-Kotda-jarjok	-	17 KM
2. Nandra Naredi	-	18 KM
3. Ratadiya-Nagrecha	-	22 KM
4. Daban-Wamoti	-	65 KM

Gadhsisa is approachable by all-weather road from Bhuj. Bhuj is the nearest Airport and Railway Station and is about 45 Km. to the west of Bhuj on the Bhuj-Mandvi road.

Gadhsisa is a fairly large village having Telephone Exchange, Electricity Supply, Transportation services etc.

3 Splitting of contract

GMDC reserves the right to award contract to one or more bidders as it deems fit.

e-Tender Details

E-TENDER NO. GMDC/BX/GS/01/2015
FOR

On Line e-Tender for Mining, Grading and Stacking Mining, Grading and Stacking Of Various Grade of Bauxite at Gadhsisa Group of Mines, Gadhsisa Dist Kutch

1	Location	Gadhsisa Group of mines
2	Site Visit	Bidder is requested to visit site / mines to understand the scope of the work and site conditions before submitting the tender
3	Availability of tender	On web site www.gmdcltd.com , https://gmdc.nprocure.com
4	Tender fee (non refundable)	Rs 3,000/- By DD favour of "GMDC Ltd." [Non Refundable] payable at Ahmedabad drawn on any Nationalized or Scheduled bank only.
5	Earnest Money deposit	Rs.3,00,000/- in the form of Demand Draft in favour of "GMDC Ltd." payable at Ahmedabad drawn on any Nationalized or Scheduled bank only.
6	Duration	Three Years / 36 Months
7	Last date and time for download of tender document and on line submission of Bid	10/06/2015 Up to 12.00 noon https://gmdc.nprocure.com only.
8	Last date and time for Submission of Tender fee, EMD and Supporting doc. along with Technical Bid.	12/06/2015 up to 3.00 pm to be submitted at our Corporate office, Ahmedabad.
9	Date & time for online opening and viewing of Preliminary bid	12/06/2015 at 4.00 P.M. at Conference Room, 5 th Floor, GMDC office, Ahmedabad.

N.B.:

- 1] GMDC reserves the right to reject / cancel any or all tenders without assigning any reason or split the quantity proposed to be mined and or transported to two or more Bidders as it may deem fit.
- 2] Bidders are required to quote the rate strictly as per the terms and conditions mentioned in the Tender document with all decelerations dully filled in. Conditional

tender will not be entertained and shall be liable for outright rejection.

- 3] For further details visit our web site www.gmdcltd.com.
www.gmdc.nprocure.com
- 4] Tender documents are available only in Electronic form.
- 5] Bidder who wishes to participate in this tender will have to register on <https://gmdc.nprocure.com> . Further bidders who wish to participate in online tenders will have to procure Digital Certificate as per information technology Act 2000 using which they can sign their electronic bids. Bidder can procure the same from (n) code solution- a division of GNFC Ltd, who are licensed Certifying Authority by Govt. of India and they will assist them in procuring the same at below mentioned address. Bidders who already have a valid Digital certificate need not procure a new Digital Certificate.

(n) Code Solution

A division of GNFC

301, GNFC Info tower,

Bodakdev,

Sarkhej- Gandhinagar highway,

Ahmedabad - 380054

Tel: +91 26857316/17/18

Toll Free- 1-800-233-1-1 Ext: 501, 512, 516, 517 Fax: =91 79 26857321

E-mail: nprocure@gnvfc.net Mobile: 9327084190, 98985889652

General Instructions to the Bidders for Online e-Tendering:

1.0 E- tendering

1.1 Tender documents are available only in electronic format which Bidders can download from the website www.gmdcltd.com and <https://gmddc.nprocure.com>

1.2 THE TENDER & THE OFFER:

a) It is a three-bid system. The bid is required to be submitted on line at <https://nprocure.com> by the date and time prescribed in the tender notice as under :

Part - I Preliminary Bid

- To be submitted online about the details of document fee and EMD.

Part - II Technical bid

- Technical bid documents i.e. form A,B,C etc. are to be submitted on line. However, the documents required to be submitted in support of experience, financial position, status of the bidder, machinery and equipment owned by the bidders etc. as well as tender fee and EMD in the desired form shall be placed in sealed cover super-scribed "TECHNICAL BID, Tender No. _____ and Name of work _____", should be submitted separately at Corporate Office, Ahmedabad before stipulated time.

Part - III Price-bid

- to be submitted on line only before the stipulated time.

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

c) The GMDC reserves the right to reject any or all the tenders or split the work between more than one bidders without assigning any reason thereof.

d) GMDC reserves the right at its own discretion to accept or to reject or any/all the offers partly or fully at any stage of the process and/or modify the process without assigning any reason whatsoever and also to seek additional information from prospective bidders who respond to this tender.

1.3 Following should be submitted 'off-line' in sealed covers separately at our Corporate Office, Ahmedabad.

[1] Document Fee, [2] E.M.D. [3] Supporting Documents for Technical Bid.

- 1.4 Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n) code solutions- a division of GNFC Limited, who are licensed Certifying Authority by Government of India at address mentioned below at clause 5.
- 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@gnvc.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 Free vendor training camp will be organized every Saturday between 4.00 to 5.00 P.M. at (n) code solutions-A Division of GNFC Ltd., Bidders are requested to take benefit of the same (Advance Confirmation to (n) code is requested).
- 1.11 All the correspondence in respect to training, support or digital signature certificate should be addressed to (n) code solutions directly on the above mentioned address
- 1.12 Bidders are advised to read the instructions, evaluation norms and other terms and conditions described in these documents under different Chapters carefully before making their offer. In case of any doubt they may seek clarification from General Manager [Tech] at the head office of the GMDC at Ahmedabad

1.13 Opening of bids

- a. E-tendering procedure is explained in detail as above.
- b. Preliminary bids will be opened after verification of receipt of payment towards Tender document fee and EMD. The bidders will be able to view it on their computers on date and time notified in tender notice.
- c. On verification of the supporting documents, technical qualification of the bidders will be assessed. The successful bidders will be communicated the date and time of on line opening of price bids by fax or telephone or email or SMS. However, all the bidders will be able to view the price bids online on their computers at their place.

2.0 Preamble

- 2.1 This tender document is intended to give a general description of nature of the work and the quality envisaged for the material, workmanship and the finished product. It is not intended to cover all minute details. The work shall be executed in accordance with best mining practices and to the complete satisfaction of the GMDC.
- 2.2 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 inquiry.
- 2.3 In the event the space provided in the tender forms is insufficient for the required purpose, additional sheets may be added. Each such additional sheet must be numbered consecutively showing the tender number and duly signed. In such cases, reference to the additional sheets must be made in the Tender proposal form.
- 2.4 Price bid will not be opened unless part I & II tender is complete in all respects and party is found to have adequate experience and resources for executing the Work. The price bid of only technically successful bidders shall be opened.
- 2.5 The tender document and forms referred to in the tender, if not returned or if returned but not duly filled in and signed, will result in rejection of the tender.

3.0 Examination

- 3.1 The Bidder shall carefully examine the tender document including all amendments/addendum and corrigendum, if issued, and other details relating to the work and acquaint himself fully with all the conditions and matters therein, which may, in any manner, affect the work and the cost thereof.
- 3.2 The Bidder shall be deemed to have obtained all information as to risks, contingencies,

responsibilities and other circumstances which might influence or affect his tender, the progress and performance of the contract and to have taken into account all conditions and matters that may affect his works under this tender and cost thereof.

- 3.3 The Bidder shall be deemed to have visited the mining site and its surroundings, carefully examined and satisfied himself about the existing site conditions, availability of local facilities, means of transport etc. and to have quoted rates, taking into consideration all such conditions and matters, which may, in any manner, affect the work and the cost thereof.
- 3.4 The Bidder shall be deemed to have acquainted himself with all Government, Mining and Labour 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. The rates quoted by the Bidder shall not include any Government taxes including royalty, levies and other charges relating to his work at site as applicable from time to time.
- 3.5 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.
- 4.0 Any conditional tender will be rejected outright and no claim whatsoever in respect thereof shall be entertained. The Management of GMDC reserves the right to reject / cancel any or all tenders without assigning reasons and to negotiate with any Bidder for more favourable rates

Each and every page of the tender proposal 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 **Service tax** : Service Tax if applicable, will be paid/adjusted/reimbursed to the Successful bidder as per the prevailing rates and rules as per service tax act 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 service amount separately in the invoice/bill after considering the abatement, if any.
- 6.0 **Validity of the offer:**

The bidders agrees that the rate submitted shall remain valid for acceptance for a period of 180 days from the date of the opening of the tender.

On Bidder's Letter Head

FROM:

LETTER NO.:

DATE:

To,

Gujarat Mineral Development GMDC Ltd.,
Khanij Bhavan,
132 Ft. Ring Road, Near University Ground, Vastrapur,
Ahmedabad - 380 052, Gujarat.

Sub. : Tender Fee for e-Tender No GMDC/BX/GS/01/2015
On Line e-Tender for Mining, Grading and Stacking Of Various Grade of Bauxite at
Gadhsisa Group of Mine, Gadhsisa, Dist Kutch.

Dear Sir,

With reference to above, and as per terms & conditions of Tender, we are sending
herewith.

DD / Pay Order No.

Dated.

Name of the Bank and Branch,

For Rs. 3,000/- [Rs. Three Thousand Only] Being the amount of Tender Fee.

Kindly, acknowledge the receipt of the same.

Thanking you,

Yours faithfully,

Name / Signature

On Bidder's Letter Head

FROM:

LETTER NO.:

DATE:

To,

Gujarat Mineral Development GMDC Ltd., Khanij Bhavan,
132 Ft. Ring Road, Near University Ground, Vastrapur,
Ahmedabad - 380 052, Gujarat.

Sub. : E.M.D. for e-Tender No GMDC/BX/GS/01/2015
On Line e-Tender for Mining, Grading and Stacking Of Various Grade of Bauxite at
Gadhsisa Group of Mine, Gadhsisa, Dist Kutch.

Dear Sir,

With reference to above, and as per terms & conditions of Tender, we are sending
herewith.

DD / Pay Order No.

Dated.

Name of the Bank and Branch,

For Rs. _____/- [Rs. _____ Only]

Being the amount of E.M.D. for _____, _____, _____ mines. Kindly, acknowledge the
receipt of the same.

Thanking you,

Yours faithfully,

Name / Signature

On Bidder's Letter Head
DECLARATION.

FROM: LETTER NO.:

DATE:

To,

Gujarat Mineral Development GMDC Ltd.,
Khanij Bhavan,
132 Ft. Ring Road, Near University Ground, Vastrapur,
Ahmedabad - 380 052. Gujarat,

Sub. : Declaration for e-Tender No GMDC/BX/GS/01/2015

On Line e-Tender for Mining, Grading and Stacking Of Various Grade of Bauxite at
Gadhsisa Group of Mine, Gadhsisa, Dist Kutch.

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

Full Signature of Bidder;

Full Name of Signatory:

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

Date:

Place:

SCOPE OF WORK and Production Schedule

1.0 The successful bidder / bidders shall be required to:

- a) Excavate and remove overburden from mine pit and shift up to a distance of 500 to 1500 mtrs. in general from the working pit and stack on a non mineralized area, as per directions of Mine Management.

The sub grade bauxite/mine dust so produced at mine face and sorting yard shall be collected shifted and stacked at the site as per direction of mine man agent.

- b) The different grade of Bauxite ore shall be sized, sorted and stacked at the mine site (rectangular) in proper geometric shape by the successful Bidder for measurement by GMDC's Surveyor and Mine Manager in the presence of representative of the Successful bidder. The height of the stack shall not be less than 1.2 met.
- c) Carry out wet drilling as per the blast hole design approved by the Mine Manager and assist GMDC Mining Supervisors and Blasters in blasting of these holes as per MMR 1961.
- d) Mine out bauxite, sort and grade the ore having (1) 52% Al₂O₃ and above (2) 40-51.99 % Al₂O₃ and (3) 30 - 39.99 % Al₂O₃ and stack at a distance of 500 1500 Mtrs. from the working pit on a non mineralised area in the mine lease area.
- e) Mining of bauxite would be permitted strictly during office hours on all working days only. In case of exigency, however, the Successful bidder will have to seek prior written permission for the purpose from the Mines Manager & GM (Project) and bear all relevant expenses such as overtime of required GMDC personnel and all other incidental expenses incurred by GMDC. The decision of GM (Project) will be final in this regard.
- f) Samples from different measured stacks of different grades of bauxite mined by the Successful bidder shall be drawn by Geologist / Chemist / Sampler of GMDC in presence of representative of Successful bidder, for analysis in GMDC / Govt. approved laboratory. Based on the result of analysis, if the material is found to be in accordance with specifications mentioned below, then only it would be accepted as production. In case the result of sample was not confirming to the parameters as mentioned in tender, then fresh re-sampling & analysis is to be carried at the cost of successful bidder. The charges for fresh re-sampling and its analysis shall be Rs. 2000/- per sample.

The quality of various grade of bauxite mined by the Successful bidder shall be acceptable to GMDC based on results of the analysis as mentioned in clause 4 below:

- g) Successful bidder shall have to obtain Labour License for minimum labour for various

mines as under .

1	Daban-Wamoti	-	200
2	Roha-Kotda	-	100
3	Nandra mine	-	50
4	Ratadiya-Nagrecha	-	100

- h) Dewatering of the excavation areas (working pit) by pumping out the seepage in or rain water.

2.0 Ownership of All Excavated Material:

Ownership of all excavated material whether segregated / graded or otherwise shall always be with GMDC. The involvement of the Successful bidder in mining or excavating material shall not confer any rights, title or interest to the successful bidder in the mined / excavated material.

3.0 Annual Production Target

Name of Mine	Annual Production Target for 52% Al ₂ O ₃ and above content Bauxite (in MT)	Annual Production Target for 40 - 51.99% Al ₂ O ₃ content Bauxite (in MT)
Daban-wamoti	10000	230000
Roha-Kotda	30000	70000
Nandra	10000	30000
Ratdiya-Nagrecha	Nil	100000

4.0 ORE SPECIFICATIONS

The specifications of different grades of bauxite should be as follow:

% Content	Bauxite (Al ₂ O ₃ > 52 %)	Bauxite (Al ₂ O ₃ 40 - 51.99 %)	Bauxite (Al ₂ O ₃ 30 - 39.99 %)
Al ₂ O ₃	Min. 52 %	40 - 51.99 %	30-39.99 % and below
SiO ₂	Max. 6 %	Max. 15 %	Max. 20%
Fe ₂ O ₃	Max. 5 %	Max. 18 %	Max. 25%
TiO ₂	Max. 5 %	Max. 7.5 %	Max. 10%
CaO	Max. 3 %	Max. 3 %	Max. 7%
LOI	27 - 31 %	25 - 28 %	18-25 %

Size of Bauxite grades (Al₂O₃ 40 - 51.99 % & Al₂O₃ 52 % and above) should be in between 10mm to 150 mm only without dust.

5. Joint Venture:

In case of joint venture the bidder shall specify the name & area of operation of all partners of a joint venture as follows:

Lead partner
Partner
Partner

A joint venture company may undertake the contract. Each member / entity of the joint venture company will be responsible for completing the task as per the contract. Joint Venture Company shall comply with the following:

- i). Documentary evidence of formation of the joint venture company in the form of legal document must be included with the bid.
- ii). The bid shall include all the information regarding capability, experience as required for a bidder for each partner. For the purpose of eligibility criteria, credentials of the members of a joint venture company will be considered collectively.
- iii). A party can be a member in only one Joint Venture company. Bids submitted by other Joint Venture companies including the same party as member will be rejected.
- iv). Separate bid by a member of a Joint Venture company will not be accepted.
- v). The JV Agreement must include the relationship between joint venture partners in the form of JV Agreement to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the joint venture. Such JV Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.
- vi). One of the partners responsible for performing a key component of the contract shall be designated as Lead Partner. This authorization shall be evidenced by a Power of Attorney signed by legally authorized signatories of all the partners.
- vii). The JV Agreement must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture and the entire execution of the contract shall be done with active participation of the Lead Partner.
- viii). The contract agreement should be signed jointly by each Joint Venture Partners.
- ix). An entity can be a partner in only one Joint Venture. Bid submitted by Joint Ventures

including the same entity as partner will be rejected.

- x). The J.V. agreement may specify the share of each individual partner for the purpose of execution of this contract. This is required only for the sole purpose of apportioning the value of the contract to that extent to individual partner for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that tender.
- xi). Joint venture company can utilise the digital key of any one partner for online submission of the e-tender.
- xii). The partners of JV /consortium should not possess its own bauxite based value added product manufacturing unit.
- xiii). The successful bidder, if having joint venture firm or entity shall not change its formation, constitution, or construction without prior approval of the GMDC.

6. Working Capital by Providing Advance:

- 1. Provision for advance payment in order to help the Successful bidder to tide over the working capital requirement during the initial development period. The initial development period estimated as 60 days from the commencement of the work.
- 2. GMDC will pay 30% of total mining cost of average monthly production target as advance payment as working capital.

Example:

Average Monthly Target : 5000 MT
Rate of mining - RS. 200 /- MT
Advance payment - $5000 \times 200 \times 0.30 = \text{Rs. } 3,00,000/$

- 3. The total advance amount paid shall be deducted /recovered in 10 (Ten) equal installments from the RA bills starting from 3rd RA Bill. Successful bidder has to submit the invoice for advance payment along with Bank Guarantee issued by GoG approved Bank except co-operative bank of 110% of the advance amount to be paid to the successful bidder having validity of minimum 15 months or as desired by GMDC from the date of invoice.
- 5. In case of non fulfillments of the terms and conditions in respect of Working Capital Advance, GMDC has right to recover the advance amount by invoking the Bank Guarantee or by any other mode.

7. MOBILISATION ADVANCE AGAINST MACHINERIES/EQUIPMENTS:

- i. GMDC provide mobilization advance against machineries/equipments to successful bidder only in cases where

- a) Successful bidder who is awarded a contract for a minimum period of two years and makes a formal application to GMDC after he has finalized their vendors/suppliers for the specific machineries/equipments. In case of existing/new successful bidder the remaining period of contract should be minimum 20 months.
- b) The amount of advance shall be limited to 75% of the value of the machineries/equipments subject to maximum of 10% of contract value.
- c) This is applicable in the case of works whose estimated value is more than Rs.3 crores and payment of work is made on monthly basis. The proof of purchase of the machineries/equipments including delivery note, LR and invoice duly authenticated by the successful bidder are to be submitted.
- d) Machineries/equipments advance will be paid only after submission of bank guarantee of 85% of value of machineries/equipments and the bank guarantee shall be valid for a period of 15 months. The bank guarantee should be issued by Nationalised Bank or Banks approved by Govt. of Gujarat for said purpose. If required, the bank guarantee shall be renewed from time to time by the successful bidder.
- e) The said advance will be paid to successful bidder/ vendor / supplier after getting undertaking from successful bidder/ vendor / supplier that the said machineries/equipments shall be utilized exclusively for GMDC's work until the advances along with interest is fully repaid or the contract is fully executed whichever is later.
- f) Mobilisation advance against supply of machineries/equipments shall be recovered in 10 equal monthly installments of the advance amount paid plus interest there on after the release of advance from 2nd running account bill onwards plus interest there on after the release of advance from 2nd running account bill onwards.
- g) In case there is no work done during the month and/or there is no running bill being submitted by the successful bidder for the respective month, the successful bidder shall have to repay by way of cheque to GMDC the amount of installment, within 15 days from the end of the respective month.
- h) Interest will be charged one and half percent above State Bank of India base rate as varying from time to time or 11% p.a. whichever is higher.
- i) In case of default in payment of principal amount and interest thereon, GMDC has right to invoke the Bank Guarantee.

Special Terms and Conditions:

1.0 WORKING METHOD

Removal of overburden as well as mining of bauxite shall be carried out by successful Bidder in a systematic manner manually and/or by employing mechanical means i.e. shovel-dumper combination with ancillary equipment such as dozer, motor grader loader, water sprinkler only as per category of mine, maintaining benches of appropriate size as prescribed under the Metalliferous Mine Regulations, 1961. Successful bidder will follow the approved Mining plan/Scheme provided by the Mines Manager. No any other equipment/machinery shall be allowed in mining lease area for the purpose of production.

The successful Bidder shall have to follow Mines Act 1952, MMR1961, Mines Rules 1955, Mine vocational training rule 1966, Mine creche rule 1966, DGMS circulars, Explosive rule 2008, Ammonium Nitrate rule 2012, MCR1960 and MCDR1988, Environment Protection Act, Minimum Wages Act, P.F. Act and related Labour laws applicable and maintain registers, records etc. in prescribed format, under the laws.

The successful Bidder will have to follow the rules & regulations in respect of Air, Water, land and Hazardous waste as specified by Gujarat Pollution Control Board and MOEF, Govt. of India. The successful Bidder will also have to maintain environmental standards as specified by Gujarat Pollution Control Board and proper records / registers which shall be submitted to GM (Project) as and when desired.

2.0 GEOLOGICAL DATA

The Overburden consists of hard and soft rock, soil and murram. Bauxite occurs as hard and soft rock associated with clays etc.

3.0 DUMPING OF OVERBURDEN / WASTE

Dumping of overburden / waste material shall be done as per approved mining plan / mining scheme at the place as directed by the Mines Manager within a distance of 500 meters to 1.5 km. including all lifts in mine lease area only.

4.0 GUARANTEED PRODUCTION

Successful Bidder shall have to produce bauxite as per production target given above.

If the successful Bidder fails to produce and transport the targeted quarterly quantity, Liquidated Damages shall be imposed as detailed in clause No 12 in the tender document.

5.0 PLACE OF WORK

1. Daban-Wamoti Bauxite mine
2. Roha-Kotda-Jarjok Bauxite mine.
3. Naredi-Nandra Bauxite mine
4. Ratadiya-Nagrecha bauxite mine

6.0 MEASUREMENT AND STACKING OF BAUXITE

- (i) No measurement will be made for overburden and associated waste. No payment shall be made to the Successful bidder for overburden removal and waste removal including mine dust generated.
- (ii) The different grade of Bauxite ore shall be sized, sorted and stacked at the mine site (rectangular) in proper geometric shape by the successful Bidder for measurement by GMDC's Surveyor and Mine Manager in the presence of representative of the Successful bidder. The height and quantity of the 40- 51.99 % Al_2O_3 content bauxite stack shall not be less than 1.2 met. and **2000 MT** and for +52% Al_2O_3 content bauxite stack shall be not less than 1.2 met and 1000 MT in any case. .
- (iii) Before stacking the bauxite on the ground, the Successful bidder has to first clean & level the ground for taking initial level of the ground by GMDC surveyor in the presence of representative of the Successful bidder as per the directives of the Project authority.
- (iv) After stacking of bauxite final level shall be taken and quantity of stack shall be worked out by approved mining software like datamine by multiplying volume by 1.2 for calculation of tonnage subject to confirmation of quality parameters of various grade of bauxite as mentioned in the tender.
- (v) The Reconciliation of quantity of said bauxite stacks for which payment has been made shall be carry out after the final dispatch. If, the quantity after dispatch found short/excess shall recovered/paid and vice versa form the Successful bidder and separate agreement is to be signed by both the parties i.e. successful bidder and GMDC.

7.0 RATES & TERMS OF PAYMENT.

- a) No separate payment shall be made to the successful bidder towards the cost incurred for removal of over-burden, or for bauxite having 30 - 39.99% Al_2O_3 content, bauxite dust or waste generated during the mining operation or breaking/stacking/segregating of bauxite and its stacking.
- b) Successful Bidder will be given the payment at agreed rates for mining, grading,

segregating and stacking of 52% and above Al₂O₃ and 40-51.99% Al₂O₃ content bauxite produced and stacked at the place indicated by Mines Manager in a proper and systematic geometrical manner. The invoice towards bauxite mining, grading, segregating and stacking will have to be submitted by Successful bidder every month along with required legal documents like wages sheet, PF challans etc as applicable at the project. 70 % payment will be released within 7 days by the Project. The bill would be forwarded by the Project to HO for audit purpose as well as for the balance 30% payment. Balance 30% payment would be made to Successful bidder by the project within 30 days from the receipt of bill at HO and approved by H.O, subject to applicable deductions at source like, the income-tax and any other taxes as and when applicable.

- c) Successful Bidder will be required to stack separately 30 - 39.99% Al₂O₃ content bauxite and bauxite dust or any waste material generated during the mining operation or breaking/segregating/stacking of bauxite at a specified location directed by Mine management. No separate payment towards mining and stacking of 30 - 39.99% Al₂O₃ content bauxite and bauxite dust or waste generated during the mining operation including breaking/stacking/segregating of bauxite will be made by GMDC to the Successful bidder.
- d) The Bidder shall quote firm rates inclusive of all taxes, duties, cess or any applicable taxes except service tax for mining, grading and stacking of different grade of bauxite which shall be valid for the entire currency of the contract and no change in rate shall be allowed in case of any escalation on account of labour, material, fuel and energy costs etc. The cost of mining, segregating and stacking of 30 - 39.99% Al₂O₃ content bauxite and bauxite dust or waste generated during mining operation including breaking/stacking/segregating of bauxite is expected to be realized through rates quoted for mining, grading, segregation and stacking of other grades of bauxite i.e. 52% and above Al₂O₃ and 40-51.99% Al₂O₃ content bauxite.
- e) The cost of explosives (actual) shall be borne by Successful bidder. The invoice thereof will be issued to the Successful bidder by the Project on a monthly basis. Within seven days of the date of receipt of the invoice, the Successful bidder will have to make payment thereof at the project.

The GMDC shall issue explosives subject to availability as per the licensed capacity of the magazine for the mine allotted to the Successful bidder for the work. The Successful bidder will have to inform in writing the requirement of explosive well in advance and ensure minimum use of explosives.

The Successful bidder is responsible for safe and justified use of explosive under the guide lines of mine manager as per PESO (petroleum and explosive safety Organisation).

GMDC will not provide explosives for the working plots up to the distance of 500 meter from the boundary of nearby Village if any; hence the blasting is prohibited and the Successful bidder has to excavate in-situ bauxite by deploying the machines only. The decision of the project authority for the demarcation of 500 meter boundary from the

village area shall be final and binding upon Successful bidder.

- f) Any statutory increase / decrease in duties, taxes, cess etc and / or introduction of any new duties, taxes, cess, other levies etc., after the date of opening of technical bid of tender till scheduled date of completion of work shall be to GMDC's account subject to submission of documentary proof of having remitted / adjusted the same and to the extent directly related to the services rendered by the Successful bidder.

In case of delay beyond scheduled date of completion of work, any statutory increase in duties, cess etc. and / or introduction / levy of any duty, tax, cess after scheduled date of completion of work shall be in the Successful bidder's account and reduction in such duties, taxes, cess and levy shall be passed on to GMDC's Accounts and the order value shall be reduced accordingly.

8.0 PERIOD OF CONTRACT

The period of contract will be 36 (Thirty six) months. The successful bidder will be issued a commencement letter from H.O. after submission of Security deposit and valid labour license. The successful bidder has to commence the mining activity within 15 days from the date of commencement letter.

The period of contract is for three years, however as per the amended MMDR Act, 2015, any rules, regulation, circular, guidelines published by central/state government regarding the the mines lease period then the same shall have to be strictly adhered to and binding upon Bidder/ Successful bidder for implementation (for contract period) and GMDC will not be responsible for any losses suffered by the successful Bidder as a result of such changes.

9.0 Earnest Money Deposit

- a) The tender must accompany Earnest Money Deposit of Rs. 3,00,000/ non-interest bearing Earnest Money Deposit shall be paid along with the tender, enclosed with Technical Bid documents in seal cover super scribed "TECHNICAL BID", inform of Crossed Demand Draft in favour of GMDC Ltd. payable at Ahmedabad from banks approved by Govt. of Gujarat from time to time(except Co-Operative bank) or Fixed deposit receipt issued by banks approved by Govt. of Gujarat from time to time(except Co-Operative bank), duly pledged to GMDC valid for a period of not less than 6 (six) months from the date of opening of preliminary bid or Bank Guarantee issued by banks approved by Govt. of Gujarat from time to time(except Co-Operative bank) in the form and manner acceptable to the GMDC valid for a period of not less than 6 (six) months from the date of opening of preliminary bid.
- b) Any tender submitted without Earnest Money Deposit in the desired form or inadequate amount of EMD shall be summarily rejected and no claim shall be entertained on such rejected tenders.

- c) Earnest Money Deposit paid as above will be refunded to unsuccessful Bidder within 15 days after finalizing of tender.
- d) Earnest Money Deposit will not bear any interest.
- e) If successful Bidder does not pay initial security deposit or does not fulfill terms and condition of Letter of intent E.M.D. paid will be liable to be forfeited by the GMDC.

10. Security Deposit

- 10.1 The successful Bidder shall pay security deposit (SD) @ 5% of the total contract value in the following manner.
 - i. 2.5% of the total contract value before the commencement of the contract work in form of a Crossed Demand Draft in favour of GMDC Ltd. payable at Ahmedabad or a Bank Guarantee, from banks approved by Govt. of Gujarat from time to time (except Co-operative Bank) in the form and manner acceptable to the GMDC within 15 days from the receipt of LOI. The Bank Guarantee shall be valid for entire currency of the contract period / extended period plus claim period of 6 months.
 - ii. The balance 2.5 % amount of the Security Deposit will be recovered from Successful bidder's Running Account Bills by deducting it at a rate of 5% of RA bill amount and built up till the full amount of SD is realised.
- 10.2 However, if the amount of the total work done exceeds the total contract value, deduction against SD will be continued @ 5% of the bill amount, till the currency of the contract period / extended period, to match with the value of excess quantity.
- 10.3 Security deposit shall not bear any interest.
- 10.4 It shall be refunded to the Successful bidder, within a period of three months after satisfactory completion of the work and removal of equipment, tools tackles, camp site etc, and the due fulfillment of all the terms and conditions of the contract. The Successful bidder shall obtain "No Dues Certificate" and " Site Clearance " certificate to this effect from the General Manager [Project] / Project-in-Charge and shall submit the same to the General Manager [Lignite Project] at HO, who after verification of the fact will arrange for refund of SD.

The 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.

- 10.5 The SD deposited by the Successful bidder will be forfeited if the Successful bidder fails to
 - j) Mobilise its machinery and manpower to start the work within 30 days of receipt of work order by the GMDC.
 - ii) Maintain overall mines pit slopes within 1 in 2.08 and parameters as mentioned in the tender documents.

- iii) Enter in to agreement with GMDC in accordance with the terms and condition of the work order

10.6 GMDC reserves the right to recover the charges or the Liquidated Damages from the Security Deposit in the following circumstances-

- i. If the Successful bidder or its employees causes any damage or destroy any property belonging to GMDC.
- ii. The shortfall amount of all compensations, penalties and other sums of money payable by the 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. COMPLIANCE OF STATUTES

Successful bidder shall strictly abide by all the laws governing employment, payment of wages, the Mines Act 1952, MMR1961 and Mines rule1955 , the Indian Explosives Act1884, Mines Crèche Rules1966 (in case employing female workers), Mine vocational training rule 1966 , Safety including recommendations of the national safety conferences ,MCR1960 and MCDR1988 (IBM) and welfare of his labour and staff and relevant provisions of the Minimum Wages Act, PF/ Gratuity Act, the Workmen's Compensation Act, Contract labour (Abolition and Regulation) Act, Industrial Dispute Act, Maternity Benefit Act, Bonus Act and other Statutory provisions as ones existing now or as may be introduced hereafter as well as the orders of the Central and State Govt. and the Rules and Regulations framed under the said Acts. If any amount becomes payable by GMDC as a result of any claim or application in terms of the provisions of the said Acts and the Rules and Regulations, By-laws or the Orders made there under, such amounts shall be recoverable from Successful bidder. Any consequences arising out of noncompliance of Safety Provisions will be at Successful bidder's sole risk and cost. Successful bidder will maintain all the statutory registers under the above Acts and Regulations and will submit the same on demand by the Mines Manager / General Manager (Project).

12. SUBLETTING

The whole of the work included in the contract shall be executed only by the Successful bidder himself and the Successful bidder shall not directly or indirectly transfer, assign, underlet or sublet the contract or any part thereof or interest therein and doing so shall result in the contract being terminated at the risk and cost of the Successful bidder.

13. LIQUIDATED DAMAGES(L.D.)

- a) If the Successful bidder fails to mobilise the machinery and manpower to commence the work within 30 days of receipt of LOI, damage @ Rs. 10,000/- per day shall be leviable, for a maximum period of 15 days. If the Successful bidder fails to start work even after 15 days, the GMDC will be free to take action stipulated under Clause No. 2 & 5 for general terms and conditions.

- b) The Liquidated damages shall be leviable after end of every month on the shortfall in the quantity of bauxite having a >52% Al₂O₃ and 4051.99% Al₂O₃ specified in respect of that month, counted from the date of commencement of work till the relevant RA Bill period, at the following rates :

Cumulative Shortfall till the Running Account Bill Period	Rate for Liquidated damages for shortfall quantity
Up to 5% of the prescribed cumulative quantity	2% of the contract rate per MT
More than 5% up to 15% of the prescribed cumulative quantity	5% of the contract rate per MT
More than 15% of the prescribed cumulative quantity	10% of the contract rate per MT

- c) The monthly production target schedule shall be provided to the successful bidder.
- d) The obligation to strictly comply with the specified monthly quantity i.e. the quantity specified in respect of the particular month in the monthly schedule is fundamental requirement and obligation of the Successful bidder.
- e) Shortfall in the targeted quantity shall be reviewed on cumulative target basis at the end of each running account bill period so that the Successful bidder can recoup and recover the shortfall, if any, during the month of the respective RA bill period.
- f) The GMDC reserves right to terminate the contract and get the balance work completed at the cost and risk of the Successful bidder if cumulative short fall is found more than 20% for three consecutive months/ RA bill period.

14. **Corrigendum :**

Corrigendum if any shall be display on website www.nprocure.com only. Please note that there is no provision to take out the list of parties downloading the tender document from the above referred website. As such Bidders are requested to see the website once again before due date of tender opening of ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.

No separate intimation in respect of corrigendum will be sent to Bidders who down loaded the tender document from websites as information in this respect will not be available to websites.

General Terms and Conditions

1.0

- a) The ramps/approach/main haul roads from the entrance to end of the mine and the road from mine face to the dumping/stacking plots, explosive magazine, ANFO mixing shed and weighbridge shall be properly maintained by Successful bidder for smooth vehicular traffic. Dust control measures shall have to be undertaken by the Successful bidder on the road leading from mine to the dumping plot and the stock yard by sprinkling of water on mine roads by water tanker of suitable capacity having proper sprinkling arrangement. The instructions as given by the Mines Manager / General Manager (Project) shall be binding upon Successful bidder.
- b) GMDC is an ISO certified company, all legal compliance are mandatory as per the provisions of the Mines Act 1952, Mines Rules 1955, MMR 1961, Mine VT Rules 1966, Mine crèche rule 1966, Explosive rule 2008, Ammonium nitrate rule 2012, MCR 1960, MCDR 1968, labour laws etc. **Only VTC trained workers shall be allowed for deployment in mine. The successful bidder will have to get trained the worker before deployment in mines at recognized / approved GMDC VT centre on chargebale basis. The cost of VTC training shall be borne by the Successful bidder.**
- c) Appointment/authorization of all officials and statutory competent persons by Successful bidder shall be subject to approval of the Mines Manager. Successful bidders will also have to appoint fulltime responsible Manager at site to whom GMDC can issue the instruction and who can fulfill such instruction.
- d) No person shall be appointed or terminated by Successful bidder without the approval by and notice to the Mines Manager.
- e) Initial /Periodical Medical Examination including as per new format of form "O" (DGMS cir. No.2/2011) with X-ray of chest, blood and urine tests shall be carried out as per mines rules of all persons employed by Successful bidder and such examination shall be arranged by Successful bidder at their cost as per directives of mine management and a register for the purpose shall have to be maintained by Successful bidder regularly and a copy of the record shall be submitted to the Mines Manager regularly as per his advice.
- f) **No person shall be allowed for deployment in mine without safety wears, shoes and helmet etc.** All persons employed by Successful bidder in the mining area, should be supplied with helmet, safety shoes and other protective wears as may be necessary for the safety and required under the regulations for the time being in force and Successful bidder will have to ensure that they wear the same while on duty. Successful bidder will promptly report to the Mines Manager

about any accidents/injuries to any of his employees during the working hours and shall make arrangements to render all possible necessary medical aid/assistance to such affected employees.

- g) Vehicles and/or machinery deployed for transportation of any material from the mine site or to the mine site shall be in conformity to Mines rule 1955/Metal mines regulation 1961 /Mines act 1952 and related circulars of DGMS (cir - Tech - 1, 1994).

No Two Wheel / Four Wheel Tractor Trolley combination shall be allowed in the Mines lease area for any operation under any circumstances.

- h) First Aid facilities and supplies as required under the Mines Rules shall be kept and properly maintained at the work place by Successful bidder.
- i) Successful bidder shall not assign charge or sublet the contract to third parties.
- j) Successful bidder will also have to make necessary arrangements for potable drinking water at his cost as per mines rule 1955 and as per norms of environment Act at each point of work for the officials/ employees working under Successful Bidder.
- k) All the personnel engaged by the Successful bidder in connection with the performance of the contract shall be his employees only and no claim shall be entertained against the GMDC in respect of non-payment of wages or remuneration of any description due by the Successful bidder to his employees or for any failure on his part in the discharge of his obligations to his employees.
- l) In the event of GMDC becoming liable for any claims by any person/s as a result of application of the provisions of the said Acts, Rules and Regulations and others there under, GMDC has the right to deduct the said amount from the amounts due to the Successful bidder, from his bills or Security Deposit.
- m) Successful bidder will pay the compensation/cost towards injury to any person/s or damage to property/ies belonging to GMDC, Private parties or Government, as directed by GMDC or Government.
- n) Successful bidder shall maintain statutory records and submit (on demand) muster roll, wages / salary sheets, PF and DGMS return and Challans as well as the reports, registers and returns as provided for in the law, rules and regulations at end of every month without fail and as required by GMDC for filing of IBM monthly e-return.
- o) NO man/machineries and equipments shall be deployed/withdrawn in/from mines without the prior approval of mine manager. The Successful bidder will arrange for regular checking and maintenance of machinery deployed by him to keep the same in proper and safe working order at all the times.

Periodical checking of all such machines as required under various statutes shall be organized through the GMDC's (representative) authorized statutory engineer and their report shall be maintained properly.

- p) GMDC does not undertake and agree to provide any facilities to Successful bidder at the mine site.
- q) Successful bidder will arrange at his cost all necessary tools, tackles, machinery and equipment etc. as may be required to execute the contract.
- r) For any dispute arising out of this contract or interpretation of any terms thereof, the decision of the Committee consisting of concerned Project Head at H.O., concerned Head at the Project, and the Divisional Head concerned with the matter under dispute, subject to concurrence of MD GMDC, shall be final and binding upon Successful bidder.
- s) Upon acceptance of the contract, the Successful bidder will have to submit valid Labour contract License under contract labour (Regulations and Abolition Act) before starting the work.
- t) Successful bidder will ensure that labourers are engaged only as per the terms and conditions laid-down in the Labour License.
- u) It should be noted that the targeted quantity allotted to Successful bidder is as per assessment of GMDC based on various geological data and as such, it is advisable for the Bidder to visit the site and discuss with the Project authority before submitting his offer, to assess the quantity, quality and the working conditions of the block to be allotted to Successful bidder.
- v) If the Successful bidder fails to submit to GMDC the copy of DGMS return and PF Challans of preceding month within first 7 days of succeeding month, the management of GMDC reserves the right to take suitable action as deem fit including suspend or cancel the contract.
- w) Upon completion of targeted quantity of contract as per measurement, the Successful bidder has to stop working.
- x) The Successful bidder will have to take comprehensive insurance of men and machinery deployed by him.
- y) No overloading of material will be allowed in trucks or transport vehicles of the Successful bidder. All the machinery and transport vehicles deployed by the Successful bidder should be RTO registered along with PUC certificate and operated by competent operator having valid license of the required category.
- z) Successful bidder will have to remove up to 500 to 1000 mtr. From existing site of any old measured Bauxite stack if any, which may restrict the advancement of

working mining face during operation as per directions of Mine Management.

- aa) The entire responsibility on account of any accident damage or personal injury which may occurred to any of the Successful bidder vehicle / equipments or his / its employees or any outside party shall be exclusively that of the contract 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.

In the event of any breakdown or accident during the course of any operation, the Successful bidder shall notify the facts to the Mine Manager Engineer- in Charge or his otherwise officer immediately of such incidence and shall simultaneously make adequate remedial arrangement on his/ its own cost and risk and as per the instruction of the Engineer in Charge / Mines Manager.

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 from the Successful bidder's bill or dues pending towards GMDC.

- bb) The successful bidder shall have to execute agreement with GMDC on non-judicial stamp paper of appropriate value applicable from time to time within 30 days from the commencement of contract.

2.0 NON FULFILMENT OF TERMS & CONDITION AND TERMINATION OF THE CONTRACT

- 2.1 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.
- 2.2 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.
- 2.3 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 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.

3.0 ARBITRATION

All questions, disputes, differences whatsoever which may at any time arise 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 arbitration as per the provisions of Arbitration and Reconciliation Act, 1996 and the venue of the arbitration proceedings shall be at Ahmedabad only. The language of the Arbitration shall be English.

4.0 JURISDICTION

The matter relating to any dispute or differences arising out of this tender and subsequent contract based on the bid shall be subject to the exclusive jurisdiction of Ahmedabad only.

5.0 FORCE MAJEURE

5.1 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:

- 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.

5.2 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.

5.3 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 the 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.

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

- 5.4 The Successful bidder 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 Successful bidder's performance of his obligations has been delayed for other causes.

6.0 TERMINATION OF THE CONTRACT

In case of Successful bidder's failure to carry out the work to the satisfaction of GMDC as per terms of the contract, GMDC can at its sole discretion, terminate the contract and/or forfeit the Security Deposit. This will, however, not absolve Successful bidder from the obligation to fulfill other terms and conditions of the contract. In such a case, the Successful bidder will have no right whatsoever to claim any compensation for the same. The decision of GMDC in this regard shall be final and binding upon Successful bidder.

In case of any changes in the directives of Central/State Government regarding mining operation / and execution of work related thereto, the same shall have to be strictly adhered to and binding upon Bidder/ Successful bidder for implementation and GMDC will not be responsible for any losses suffered by the successful Bidder as a result of such changes.

GMDC may terminate this contract at any time during by giving seven days notice to the Successful bidder without assigning any reason whatsoever.

DOCUMENTS TOBE FURNISHED BY BIDDER

The following documents are to be submitted physically at the time of submission along with technical bid.

- i) Certified copies of the following:
 - a) Partnership Deed
 - b) Registration Certificate
 - c) Articles of Association of the Company
 - d) Annual Report or audited Balance - sheet for last 3 years.
- ii) Certified copies of the Work Order of the agency for which bauxite mining has been carried out showing value of the contract along with year.
- lii) Copies of the Licenses i.e. P.F. / Labour / any other
- iv) Copy of Service tax number.
- iv) List of minimum five Key Personnel on bidders rolls with their technical qualification and experience.
- v) Details of any Liquidated Damages / premium levied / awarded during last 2 years for default / appreciation in execution of work.
- vi) An undertaking of not having any liability with any Central/State Government Department.
- vi) Declaration form

Bidder Credentials

Bidder should have

1. Prior experience in mining not less than 5,000 tones during a period of continuous twelve months in any of the last five financial years i.e. 10-11 to 14-15.
2. Have on his rolls minimum three adequately experienced and qualified staff.
3. Should not possess its own bauxite based value added product manufacturing unit.
4. Sound Balance sheet for the last three years having minimum average turnover 25 Lacs.
5. Should have minimum two number of equipment i.e. one hyd. excavator or JCB type machine and one number of dumper.
6. Net profit of Rs. 2.5 lacs for any one year (2012-13,2013-14,2014-15) and net worth as on 31.03.2013 of Rs. 10 lacs.
7. The bidder should furnish an undertaking that he does not have any liability with any Central/State Government Department.
8. Submit the copy of Service Tax number.
9. Submit copy of PF license number.
10. Copy of labour license (for running contract as well as for the past contracts for which the work order submitted/shown in this tender)
11. Joint venture or a consortium is allowed. Any partner or partners of JV/consortium should not possess its own bauxite based value added product manufacturing unit.
12. GMDC reserves the right at its own discretion to accept or to reject or any/all the offers partly or fully at any stage of the process and/or modify the process without assigning any reason whatsoever and also to seek additional information from prospective bidders who respond to this tender.

FORM – A

CHECK LIST OF DOCUMENTS ENCLOSED WITH TENDER

(A) TECHNICAL BID

Sr. No.	Particulars	Declaration (Strike out whichever is not applicable)
1	Check list of documents in the prescribed Performa, Form-A	Yes / No
2	Earnest Money deposit for the value as indicated in Notice Inviting Tender,	Yes / No
3	Formats enclosed-dully filled in and signed along with all required enclosures , complete as per Instruction to tenderer.	
	Form – B –(Status of the Bidder, with documentary proof)	Yes / No
	Form – C-(Details of the work carried out with all required supporting documents)	Yes / No
	Form – D- (Details of the machinery owned by the bidder with documentary proof i.e. self attested copy of RC book and copy of valid insurance copy)	Yes / No
4	Other documents to be enclosed by the tenderer as per the instruction to tenderer.	
	Power of authority of the signatory to the tenderer	Yes / No
	Solvency Certificate for a value of Rs. 5 Lacs (Rs. five Lacs only) issued by banks approved by Govt. of Gujarat from time to time(except Co-Operative bank) issued within last 12 months form the last date of submission of technical bid.	Yes / No
	Declaration in prescribed format for not black listed on letter head of the bidder	Yes / No
	Undertaking regarding genuineness of documents	Yes / No
	Certificate of Net Worth, Net Profit and Turnover	Yes / No
	CA certificate for ownership of machinery	Yes / No
5.	Tender document duly signed by bidder on each page including Annexure and corrigendum if any.	Yes / No

(A) PRICE BID

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

Name of the Tenderer :	
Address	
Registered office :	
For correspondence :	
Telephone and mobile No.	
Fax No.	
E-mail Address	
Attested copies of Deeds, Articles of association to be enclosed	
Name of person holding power of attorney (Attested copy of power of attorney to be enclosed)	

Names of Partners with their Present and permanent address	
Name of Bankers with full address and Telephone No.	
PAN of Bidder	
Service Tax Registration No. of Bidder	
PF Registration No.	
Was the applicant or its partners or Directors black listed in past by any Govt. or any other body.	
Details pertaining to the work incomplete, if any	
Details of the litigation, court cases and arbitration either completed or under progress during last 10 years by the company or any partner/proprietor of present company was associated in any capacity.	

FORM -C

DETAILS OF WORK CARRIED OUT DURING THE LAST FIVE YEARS BY THE TENDERER

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

FORM - D

DETAILS OF MACHINERY/ EQUIPMENT ETC. OWNED

Type of Machines	Reg No.	Year of passing	Name of owner	Insurance valid up to (date)	Documentary proof attached
					YES/NO
					YES/NO
					YES/NO
					YES/NO
					YES/NO

Note : PI submit copy of self attested copy of valid RC book and valid insurance of equipment.

FORM – AA

PRICE BID

e-TENDER NO GMDC/BX/GS/01/2015
(ON LINE ONLY)

Name of Work :

Name of Bidder :

Address :-

Sr. No.	Particulars	Rate (in Rs. Per M ³)
1	Mining, grading and stacking of Bauxite having 52% and above Al ₂ O ₃ .	ONLINE ONLY
2	Mining, grading and stacking of 40 - 51.99 % Al ₂ O ₃ content bauxite.	

Rate includes all taxes except Service Tax.

Signature of bidder with seal

Dated: _____

(On letter head of the bidder- to be produce at the time of release of security deposit and Bank Guarantee)

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

Name of Works : Mining, Grading and Stacking Of Various Grade of Bauxite At Gadhsisa Group of Mines, Gadhsisa, Dist Kutch, Gujarat State

NO DEMAND CERTIFICATRE

We _____ hereby certify that we have received the payment of all our bills in full and final settlement of our claims in respect of Tender No. _____ for all the works as mentioned above at Bauxite mines of Gadhsisa Group.

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

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

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

Signature & Stamp of the Firm

Signature & Address of Witnesses.

(1) _____

(2) _____

DECLARATION

(On letter head of the Bidder)

FROM:

DATE:

To,

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

Dear Sir,

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

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

Yours faithfully,

Signature and Stamp of the bidder

(FORMAT FOR AFFIDAVIT)

(On Non-Judicial Stamp Paper of Rs. 100/-)

A F F I D A V I T

UNDERTAKING REGARDING GENUINNESS OF DOCUMENTS

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

i) We are submitting Tender for the work _____ against Tender No. _____

ii) None of the Partners of our firm is relative of employee of _____ (Name of the Company)

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

iv) All documents/credentials submitted along with this Tender are genuine, authentic, true and valid.

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

SIGNATURE OF THE TENDERER

WITH SEAL.

Dated

Seal of Notary

PROFORMA FOR CERTIFICATE OF NETWORTH, NET PROFIT AND TURNOVER

NET WORTH, NET PROFIT AND TURNOVER CERTIFICATE

On the basis of the audited books of accounts produced before us by M/s. _____
_____, We certify that as per the books of account Net worth, Net profit and Turn
Over of the firm M/s _____ are as under:

1. Net Worth= Rs. _____ as on 31/3/2015.

2. Turn Over = Rs. _____ for the Year 2012-13.

Rs. _____ for the Year 2013-14.

Rs. _____ for the Year 2014-15.

Average Turnover of Rs. _____

3. Net Profit = Rs. _____ for the Year 2012-13.

Rs. _____ for the Year 2013-14.

Rs. _____ for the Year 2014-15.

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