

E- TENDER NO – GSRC/GEO/002/15-16

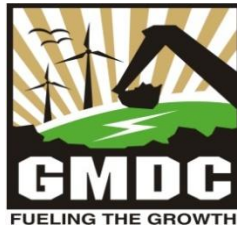
E-TENDER FOR EXPLORATION(Drilling)

OF

**LIGNITE & ASSOCIATED MINERALS
WITH HYDRAULIC
DIAMOND CORE DRILLING RIGS**

IN

**BHARUCH & SURAT
DISTRICT**



GMDC Science & Research Centre

C/o. GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED

**Government of Gujarat Enterprise)
(CIN no. L14100GJ1963SGC001206)**

Khanij Bhavan, 6th Floor, "A" Tower, 132 ft Ring Road,

Near University Ground, Vastrapur, Ahmedabad –380 052

Telephone: 27912356, 27913200 Fax: 27911454, 2791303

DISCLAIMER

1. This e-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 drilling practices and to the complete satisfaction of the GMDC/GSRC SCi & RC.

2. The information given in this e-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 e-Tender inquiry.

3. Neither GSRC nor its employees or consultants shall have any liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with this Document, or any matter deemed to form part of this document, the award of the work, or the information and any other information supplied by or on behalf of GSRC or its employees, any consultants or otherwise arising in any way from the selection process .

E-Tender No. GSRC/Geo/ 002/15-16

Work Description	Exploration by drilling of Lignite, Sand stone, Limestone, Clay etc. in Bharuch & Surat district of Gujarat by hydraulic diamond core drilling rigs and writing of exploration report
Meterage	20,000 meters (maximum)
Place of work	Lignite basin around village Amod,Damlai,Padal,Moran,Padvaniya etc of Jhagadiya taluka of Bharuch district and village Tadkeshwar,Bodhan Ghala etc of Mandvi taluka of Surat district
Period of contract	One year from date of LOI
e-Tender Fee	Rs. 5000/- (Rupees Five Thousand) by DD / Pay order in favour of “GMDC Science & Research Centre” payable at Ahmedabad drawn on nationalized/IDBI/HDFC/ICICI/Axis Bank only
Earnest Money Deposit (EMD)	Rs. 6,00,000 (Rupees Six lakh) only by DD / Pay order in favour of “GMDC Science & Research Centre” payable at Ahmedabad drawn on nationalized/IDBI/HDFC/ICICI/Axis Bank only.
e-Tender document available	1) www.GMDCCltd.com 2) https://www.nprocure.com 3) www.GMDC.nprocure.com
Details of online submission of E-Tender	On or before 23/11/2015 upto 15:00 Hrs
Details of submission of EMD with other necessary supporting documents to GSRC office	On or before 23/11/2015 upto 16:00 Hrs at General Manager (Geo) GSRC, C/o. Gujarat Mineral Development Corporation “Khanij Bhavan”, 7th Floor, 132 ft Ring Road, Nr. University Ground, Vastrapur, Ahmedabad – 380 052
Details of online opening of bid	On 23/11/2015 at 16:00 Hrs at GSRC, C/o, Gujarat Mineral Development Corporation “Khanij Bhavan”, 6th Floor, ‘A’ Wing, 132 ft Ring Road, Nr. University Ground, Vastrapur, Ahmedabad – 380 052

Section I

Introduction

1. Background of the Project

- 1.1. Gujarat Mineral Development Corporation Limited (GMDC), a Government of Gujarat Enterprise, is a pioneer in the field of mining for more than five decades, catering the minerals and solid fuel to the industries based in and outside Gujarat. GSRC's mining activities are spread over Kutch, Jamnagar, Bharuch, Surat, Vadodara and Banaskantha districts of the State. It is currently dealing in minerals like Lignite, Bauxite, Fluorspar, Ball Clays, Manganese and Silica Sand. The Corporation also has 250 MW Lignite based Thermal Power Station at Nani Chher in Kutch. The annual turnover of the Corporation in FY 2015 was about INR 1419 Crores.
- 1.2. GMDC/GSRC is operating six lignite mines, three in Kutch with annual production capacity of about 50 Lakh Tonnes and the other at village Amod in Bharuch district with annual production capacity of 10 Lakh Tonnes. The Tadkeshwar Lignite mine in Surat district is having capacity of 25 Lakh Tonnes. GSRC is also operating Lignite mine at Bhavnagar having production capacity of above 30 Lakh Tonnes. The demand of Lignite is growing fast and the Corporation is planning to double its production in next three years.

2. Description of the Work and Location

- 2.1. The exploration work through drilling is to be undertaken in existing & applied Lignite mining lease/block area of village Amod, Damlai, Padal, Moran, Padvaniya etc of Jhagadiya taluka of Bharuch district and village Tadkeshwar, Bodhan Ghala etc of Mandvi taluka of Surat district

Section II

Objective and Scope of Work

1. Objective

Gujarat Mineral Development Corporation proposes to carry out exploration work in Bharuch & Surat district using Diamond core drilling rigs by hiring a contractor with the terms and conditions mentioned in the e-Tender document.

2. Exploratory Drilling

- 2.1. The Successful Bidder(s) will ensure availability of adequate numbers of Diamond Core drilling rigs with necessary accessories and Manpower and other ancillary equipment for Exploratory core drilling with NX / BX size & Ax size if required.
- 2.2. The proposed drilling locations are lignite bearing areas of village Amod,Damlai,Padal,Moran,Padvaniya etc of Jhagadiya taluka of Bharuch district and village Tadkeshwar,Bodhan Ghala etc of Mandvi taluka of Surat district
- 2.3. The drill holes will be Vertical.
- 2.4. The depth of the drill holes will vary from 50 meters to 300 meters.
- 2.5. The core recovery in all the formation should be at least 85 %. This will not apply in loose sand or its equivalent formation.

3. Location of Bore Holes and Survey Work

- 3.1. GSRC will provide the proposed bore holes location plan of all the areas to be covered under exploration and location (on plan & Field) of minimum two bench marks with RL and co-ordinates within close proximity of area of Exploration.
- 3.2. The Successful Bidder(s) has to make his own arrangement for approach road, availability of land, clear entry, exit and transit at the place of work/borehole location.
- 3.3. The Successful Bidder(s) has to make its own arrangements to fix – up the proposed bore hole location on the site. They will also determine the Reduce Level and Co – ordinates of all the bore holes.
- 3.4. **In case, the proposed borehole location is in private land, the Successful Bidder(s) has to make his own arrangement for drilling of borehole in private land. It is sole responsibility of the Successful Bidder(s) to drill the boreholes in private land.**

3.5. In case, the location of bore holes shown on plan is not feasible on ground, the alternative location should be decided in consultation with GSRC Geologist.

4. Core Logging

4.1. The Successful Bidder(s) shall adopt Standard procedures of Geological core logging which include details of Lithology, Thickness, Grain size, Colour and Megascopic Characters and other related details.

4.2. The Water table observation of each completed bore hole and loss of Water if any during the drilling work should be part of the core – logging.

4.3. The Successful Bidder(s) shall submit all the original logging registers to GSRC after completion of the work.

5. Sampling

5.1. The Successful Bidder(s) has to collect samples of all the economical minerals encountered during drilling operations.

5.2. The lignite and Carbonaceous material samples would be packed in to polyethylene tubes immediately after drilling to avoid the loss of initial moisture. The Successful Bidder(s) has to take initial in – situ moisture reading on the site with help of suitable instruments.

5.3. There will be one lignite / limestone sample for every 1 meter run of lignite / limestone seam thickness. Each sample should be crushed in desirable mesh and after coning & Quartering final sample should be prepared.

5.4. The selected recovered core and sludge shall be arranged properly in wooden core boxes of 1 m long with 6 riffles covered with wooden lid. Each run shall be marked properly by Plastic tag and the core boxes shall be numbered properly .The Successful Bidder(s) will have to make arrangements for core boxes at his cost. The Successful Bidder(s) will hand over all the collected samples and selected core Boxes to GSRC at desired location for further Physical, Chemical and Geo Technical analysis work.

5.5. The sampling shall be carried out in presence of Site Geologist.

5.6. GSRC may provide analysis data for all collected samples during exploration work for exploration report writing work.

6. Bore Holes Depth

- 6.1. The bore holes shall be drilled up to older formation or may be closed as per the instructions of Site Geologist of GSRC.

7. Exploration Report

- 7.1. The Successful Bidder(s) shall submit exploration report (3 hard copies and 1 soft copy in CD) in following format:

Chapter No		Title
1	Abstract/Executive Summary	
	1	Introduction
	2	Location and Accessibility
	3	Physiography & Drainage.
	4	Climate & Rainfall
	5	Vegetation
	6	Scope of the present work
2		A brief description of earlier exploration conducted in the area.
3	Geological Setting	
	1	Stratigraphic Classification
	2	Geological Description of the rock unit
	3	Structural details
4	Mode of Sampling	
5	Chemical and Petrography results of the samples	GSRC will gated provide analysis Results from NABL Accredited Laboratory.

6	Details of Drilling	
7	Reserve Calculation	
8	Mineral economics of the area	
9	Conclusion and Recommendations	
10	Acknowledgement	
11	Locality Index	
12	Reference	
13	List of annexures	

8. Details of Map and Plan

- a) Key plan
- b) Location Plan on cadestal plan
- c) Location plan on toposheet (1: 50,000)
- d) Lithologs of the drilled boreholes
- e) Cross and L sections
- f) Lignite/ limestone to Overburden ratio contour map
- g) Lignite / limestone thickness contour map.
- h) Reserve Calculation as per UNFC and related map

9. Responsibility of GSRC

- 9.1 GSRC will provide borehole location plan
- 9.2 After receiving samples from contractor prepared during exploration work, GSRC will obtain chemical analysis and share these details with contractor for preparing detailed geological report.

10. Responsibility of Successful Bidder(s)

- 10.1. The Successful Bidder(s) shall carry out Site preparation, supply of diesel, lubricant, tools tackles drilling machineries, transportation of manpower to the drilling site, lodging and boarding, all other consumables, power, Camping, etc.
- 10.2. The Successful Bidder(s) shall provide weekly/monthly progress report covering details of drilling and sampling.
- 10.3. After completion of drilling, Successful Bidder(s) shall seal (plug) each borehole and construct and erect pillars of standard sizes with borehole number.

11. GENERAL SCOPE OF SERVICES

- 11.1. The Successful Bidder(s) shall mobilize all the equipment's for the drilling within the time schedule.
- 11.2. The Successful Bidder(s) shall deploy his own manpower for the satisfactory completion of the entire scope of work
- 11.3. The Successful Bidder(s) shall make his own arrangement for shifting the drilling rigs to new location / site at his own cost.
- 11.4. The Successful Bidder(s) shall arrange the required wooden core boxes for preserving the core at his own cost.

12. DURATION AND QUANTITY OF WORK

12.1. The period of the contract and monthly target will be as Under:

Offer for	Time Period of the work	Maximum monthly drilling target in meters
20,000 meters (max)	*One year (Maximum)	1700 meters

- 12.2. *Actual rainy days and not working conditions days due to rain will not be considered in above time period.
- 12.3. Total drilling should not be more than 20,000 meters
- 12.4. However, GSRC reserves the right to increase or decrease the quantum of the work with advance intimation to the Successful Bidder(s).
- 12.5. The Successful Bidder(s) shall submit final exploration report within six months period after submission of full analysis data by GSRC failing which penalty provision on provided in this document will get attracted.

Section III

Instruction to Bidders for Online E-Tendering

1. EXAMINATION

- 1.1. The Bidder shall carefully examine the e-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.
- 1.2. The Bidder shall be deemed to have obtained all information regarding risks, contingencies, responsibilities and other circumstances which might influence or affect his e-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 e-Tender and cost thereof.
- 1.3. The Bidder shall be deemed to have visited the drilling site and its surroundings, carefully examined and satisfied himself about the existing site conditions, availability of local facilities, means of transport, water 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.
- 1.4. The Bidder shall be deemed to have acquainted himself with all Government, 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 levies and other charges relating to his work at site as applicable from time to time.
- 1.5. 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 e-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 e-Tender document.
- 1.6. Any conditional bid will be rejected outright and no claim whatsoever in respect thereof shall be entertained. The Management of GSRC reserves the right to reject / cancel any or all bids without assigning reasons and to negotiate with any Bidder for more favorable rates.

1.7. Each and every page of the Bid shall be signed by the Bidder with his usual signature. All signatures should be dated and Company's seal shall be affixed below it.

2. E-Tender Document

2.1. The e-Tender documents can be downloaded from GSRC's website www.GMDCltd.com and www.nprocure.com. The cost of e-Tender documents is to be submitted at the time of submission of supporting document of technical bid in form of the demand draft of Rs. 5000/- as mentioned in e-Tender notice, in the sealed technical bid cover. If the amount mentioned in the DD is found short, the Bid will not be considered for scrutiny and will be outrightly rejected.

3. The E-Tender and Offer

3.1. Bid shall be made in **TWO PARTS i.e.,** PART-1-Technical Bid and PART-II - Price Bid. The bidder is requested to submit the bid online at <https://nprocure.com> by the date and time prescribed in the e-Tender:

A- Part I: Technical Bid

a) Technical Bid shall be made in two parts.

b) **Part 1:** Duly filled Form A as mentioned in Annexure 1 of the E-Tender Document and is to be submitted online

c) **Part 2:** Sealed Envelope super scribed as **"E-Tender No. XXXX, TECHNICAL BID, Name of Work"** shall be submitted to the following address mentioned below on or before the due date. **GSRC shall not be liable for any delay in delivery of the same.**

The General Manager (Geology)
7th Floor, Wing B, GSRC Limited
"Khanij Bhavan", 132 Ft. Ring Road,
University Ground, Vastrapur,
Ahmedabad – 380 052,
Gujarat, India.

d) Sealed Envelope super scribed as **"e-Tender No. XXXX, TECHNICAL BID, Name of Work"** shall contain the following documents:

1) Documents in support of Qualification Criteria, mentioned in Section IV of the E-Tender Document

- 2) Demand Draft (DD) of Earnest Money Deposit (EMD) as per Clause 5 of Section V of the E-Tender Document.
 - 3) Demand Draft (DD) of E-Tender Fee as per Clause 2.1 of Section III.
 - 4) Solvency Certificate as per Clause 1 of Section V.
 - 5) Signed copy of E-Tender Document.
 - 6) Declaration that Bidder(s) has not enclosed any conditional offer as per Clause 3 of Section V of the E-Tender Document.
 - 7) Declaration that Bidder(s) have not been blacklisted by any Government Organization as per Clause 4 of Section V of the E-Tender Document.
- e) Bidder(s) should submit the tender fee, EMD and signed copy of e-Tender Document in the desired form as a proof of acceptance of all terms and conditions

Part - II Price-bid

- a) Bidder(s) are requested to submit the Price Bid online (<https://nprocure.com>) before XX/XX/2015, XX:XX Hrs. The sample format of the Price Bid is given in Annexure 3 for Bidder(s)' reference.
 - b) The Bidder has to submit the Price Quote as per the instructions given in Clause 6 Section V of the E-Tender Document.
 - c) Rate quoted shall remain valid for 180 days from the date of opening of the technical bid, which may be extended unconditionally by GSRC for further period of not more than 60 days. No escalation in the rates will be allowed on any account.
- 3.2. GSRC reserves the right, at its own discretion, to accept or to reject or any/all the Bids 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 e-Tender.

4. Opening of bids

- 4.1. Technical bids will be opened after verification of receipt of payment towards Tender fee and EMD. The Bidder(s) will be able to view it on their computers on date and time notified in e-Tender notice.

- 4.2. On verification of the supporting documents, technical qualification of the bidders will be assessed.
- 4.3. Award of work will be intimated to the Successful Bidder(s) through a letter/ e-mail which will be treated as authorization to commence the work.

5. General Terms and Conditions

- 5.1. 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
- 5.2. Information regarding Digital Certificate (Class III) is given in Section VII of the e-Tender document.
- 5.3. The e-Tender shall be valid for a period of 180 days from the date of opening of tender.
- 5.4. If the Demand Drafts for EMD and tender fee are not found in the Sealed Envelope or if the amounts thereof are found less than the amounts mentioned in e-Tender Document, the tender will not be considered for scrutiny and will be out rightly rejected.

Section IV

Qualifying and Evaluation Criteria

1. The Bidder(s) should meet the following Qualification Criteria to be eligible for opening of Price Bid

Sl No.	Parameter	Criteria
1	Experience (Experience in last 7 years i.e., from 31/3/2008 up to 31/03/2015)	<ul style="list-style-type: none">• Minimum 3 successfully completed similar work with each work having total 8,000 mtrs. core drilling annually or• Minimum 2 successfully completed similar work with each work having total 10,000 mtrs. core drilling annually or• Minimum 1 successfully completed similar work with each work having total 16,000 mtrs. core drilling annually
2	Possession of Drilling Machine	<ul style="list-style-type: none">• Minimum 4 numbers of machines having capacity to drill upto 200 mtr. along with required accessories. Bidder has to submit documentary evidence clarifying
3	Technical Employee	<ul style="list-style-type: none">• Minimum two Geologist having MSc/M.Tech degree. Bidder has to submit documentary evidence clarifying employment details of the Geologist with bidder/consultant along with technical bid
4	Financials of Bidder	<ul style="list-style-type: none">• Average annual turnover of the company in last three fiscal years should be Rs. 60,00,000/- (Rs. Sixty lacs only), Bidder has to submit copy of the audited balance sheet certified a qualified Chartered Accountant along with technical bid.• The bidder must have sound financial position so as to buy and deploy additional machinery to meet the targets. It means that the latest audited balance sheet of the bidder must show its net-worth equal to 30% of the cost of additional machinery which the bidder proposes to buy on award of the contract. A certified copy of the balance sheet and copies of the

SI No.	Parameter	Criteria
		<p>documentary proof for the cost of such machinery must be attached with the technical bid.</p> <ul style="list-style-type: none"> • Alternatively, the bidder may produce an original copy of the agreement signed with some other individual(s) / party (ies) forming a Joint Venture Company, who would carry out the contract and the JVC parties should jointly own the require numbers of drilling rigs and should jointly have net – worth equal to 30% of the cost of the additional machinery required to be contract work.

6. Evaluation of Tender

- 6.1. The evaluation of offers will be made on the basis of technical capability and the lowest offer received for the entire exploration work.
- 6.2. The GSRC reserves the right to split the work among more than one bidder without assigning any reason thereof.

Section V

Instruction to bidders

1. SOLVENCY CERTIFICATE

1.1. The bidder should submit latest Solvency Certificate for a value of Rs. 5,00,000 (Five lakhs only) issued from any Nationalized Bank with in last 12 months along with the technical bid.

2. ACCEPTANCE OF GENERAL TERMS AND CONDITIONS

2.1. The bidder should unconditionally accept all the terms and conditions of the contract by signing on each page of the technical bid document of the e-Tender including annexures.

3. DECLARATION

3.1. The bidder should give a declaration along with the technical bid that it has not enclosed any conditional offer.

4. BLACK-LISTING OF THE BIDDER

4.1. The Bidder(s) or its directors or partners of JVC should have not been black listed by any Government Organization, nor should any litigation be pending against any of them. The Bidder(s) shall submit declaration to this effect along with the Technical Bid in the format given in Annexure 2 of the E-Tender document. If at any time such Declaration is found false, the Bid shall be rejected or if the Work has already been awarded, it shall be terminated forthwith without payment of any compensation and the EMD/SD will be forfeited.

5. EARNEST MONEY DEPOSIT (EMD)

5.1. A non-interest bearing Earnest Money Deposit of Rs. 6,00,000 /- (Rupees Six lakhs) shall be paid only by DD/ Pay order in favour of **“GMDC Science & Research Centre” payable at Ahmedabad** drawn on nationalized/IDBI/HDFC/ICICI/Axis Bank only, and enclosed with Technical Bid documents as mentioned in Clause no. 3.1-A-d in Section III of the e-Tender document

5.2. The EMD will be valid for a period of not less than 3 (three) months beyond the proposed validity of bid.

- 5.3. Any pending dues against invoice or any other deposit lying with the GSRC will not be adjusted against Earnest Money Deposit.
- 5.4. The Unsuccessful Bidder(s) will be refunded the EMD amount by way of crossed cheque within 15 days of finalization of the tender. In case of Bank Guarantee the same shall be returned in original.
- 5.5. The EMD of the Successful bidder(s) shall either be adjusted as a part of security deposit if desired by the Successful Bidder(s) or shall be refunded by way of crossed cheque on receipt of security deposit.
- 5.6. If the Successful Bidder(s) does not accept the Letter of Intent/work order issued by GSRC within two week of its receipt, the amount of the EMD paid by him will be forfeited.

6. Price Quotation

- 6.1. The Bidder shall quote single rate for exploration in Rs. per running meters for all depth & formation in given price bids. The Bidder shall quote rates inclusive of all applicable taxes except service tax as per format of price bid.
- 6.2. Rate quoted shall remain valid for 180 days from the date of opening of the technical bid, which shall have to be extended unconditionally for further maximum of period 60 days, as deem fit by GSRC
- 6.3. The firm rate quoted by the Successful Bidder(s) shall be valid for the entire period of the contract. No escalation in the rates will be allowed on any account.
- 6.4. The rates quoted by the Bidder(s) shall be free from corrections and over writings. Bids containing over writing, erased rate(s), corrections or illegible rates shall be liable for rejection.
- 6.5. Possible nature of rock type in the proposed exploration areas is lignite, different types of Clay , Shale , friable Sand Stone, Conglomerate & lime stone, sandstone etc.

7. SERVICE TAX

- 7.1. Service Tax if applicable, will be paid/adjusted/reimbursed to the Successful Bidder(s) 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(s) under the said contract subject to production of documentary proof and Successful

Bidder(s) will mention the service tax amount separately in the invoice/bill after considering the abatement, if any.

7.2. Any other fresh imposition or variation in existing taxes or levies, during the Contract period, by the Govt. if applicable and payable by the Successful Bidder(s) shall be reimbursement by GSRC to the extent directly related to services rendered by the Successful Bidder(s) under this contract, subject to submission of documentary proof having remitted/adjusted the same.

8. RUNNING ACCOUNT BILLS

8.1. The Successful Bidder(s) shall submit the monthly Running Account Bills **for completed bore holes only** to Head Office, GSRC with following documents. In no case bill for uncompleted bore hole shall be made.

(a) Detailed Joint measurement & computation sheets, duly signed by Geologist of Successful Bidder(s) and Site Geologist / Project Manager of GSRC.

9. SECURITY DEPOSIT

9.1. The Successful Bidder(s) shall pay security deposit (SD) @ 5% of the total contract value in the following manner.

(a) 2.5% of the total contract value (including EMD) before the commencement of the contract work in form of a Crossed Demand Draft in favor of GSRC. 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 GSRC.

(b) 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 Running Account Bill amount and built up till the full amount of Security Deposit is realized

9.2. Security Deposit shall not bear any interest.

9.3. It shall be refunded to the Successful Bidder(s), 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 including submission of final exploration report. The Successful Bidder(s) shall obtain a certificate to this effect from the General Manager [Project] / Project-in-Charge/ Site Geologist and shall submit the same to the

General Manager [Geo] at Ahmedabad who after verification of the fact will arrange for refund of SD.

9.4. GSRC will reserve the right to recover the charges or the penalty from the Security Deposit in the following circumstances-

- (a) If the Successful Bidder(s) or its employees cause any damage or destroy any property belonging to GSRC.
- (b) The shortfall amount of all compensations, penalties and other sums of money payable by the Successful Bidder(s) or recoveries to be made under the terms of this contract, which is due but full amount is not paid by the Successful Bidder(s).

10. CONTRACT AGREEMENT

10.1. The Successful Bidder(s) will have to enter into an agreement within 15 (Fifteen) days of the receipt of LOI, with GSRC on appropriate Stamp Paper (to be provided by the Successful Bidder(s)) in token of acceptance of the terms and conditions of the contract. In case of failure, the contract is liable to be terminated and the Security deposit may be forfeited.

10.2. The Successful Bidder(s) shall also indemnify GSRC against any claim, compensation, damage, loss, penalty etc. for breach and / or non-fulfillment of the prevailing Rules and Regulations and other statutory provisions in force from time to time and applicable to the work during the period of contract.

11. COMMENCEMENT OF WORK & DEVELOPMENT OF CAPACITY

11.1. The Successful Bidder(s) will have to start the work within 30 (Thirty) days of the date of receipt of the Letter of Intent, by deploying adequate number of Rigs and other machineries required to carry out the Work and will have to develop full capacity within 60 days thereafter.

11.2. In case of failure to commence the work within 45 days of the date of receipt of the Letter of Intent or in failure to achieve the capacity as per the schedule mentioned in Clause 11.1 of Section V, the contract may be terminated, at the discretion of GSRC and the amount of the EMD paid by him will be forfeited.

12. MODE OF PAYMENT

12.1. 90% of the payment, applicable as per Monthly Running Account Bill, will be made from GSRC Head office after submission of Monthly Running Account Bill.

- 12.2. The final 10% payment will be released from Head Office, GSRC after submission of Exploration Report.
- 12.3. The Running Account Bills, submitted at Head Office will be processed, after considering following deductions.
- a) Income tax as per provision of Income Tax Act, and other Taxes (and sur-charges) applicable in force from time to time
 - b) Security Deposit @ 5% of the gross amount of the RA bill as per Clause No.9 of Section V.
 - c) If any amount becomes payable, as a result of any claim or application in terms of the provisions or non-compliance of any of the provisions of the Act, Regulations, By-laws or Orders made there under for any compensation, applicable from time to time, for which GSRC is not responsible as per the conditions mentioned in the E-Tender document and Contract of Work, such amounts shall be recovered from the Successful Bidder(s)
 - d) Liquidated damages or penalty if any.
 - e) Any other applicable deduction.

13. JOINT VENTURE

- 13.1. In case of joint venture the Bidder(s) shall specify the Lead Partner of the Joint Venture.
- 13.2. In case of joint venture the Bidder(s) shall specify the name & area of operation of all partners of a joint venture.
- 13.3. 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:
- (a) Documentary evidence of formation of the Joint Venture Company in the form of legal document must be included with the bid.
 - (b) In case of joint venture, the Bid shall include all the information regarding capability, experience as required for a Bidder(s) for each partner of a joint venture company. For the purpose of eligibility criteria, credentials of the members of a joint venture company will be considered collectively.
 - (c) 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.

- (d) Separate Bid by a member of a Joint Venture company will not be accepted.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) The contract agreement should be signed jointly by each Joint Venture Partners.
- (i) 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 e-Tender.
- (j) Joint Venture Company can utilize the digital key of any one partner for online submission of the e-tender
- (k) The Successful Bidder(s), if having joint venture firm or entity shall not change its formation, constitution, or construction without prior approval of the GSRC.

14. LOCAL FACILITIES / LOCAL CONDITIONS

- 14.1. GSRC do not undertake and agree to provide any facilities to the Successful Bidder(s) at the work site. However, the Successful Bidder(s) has to make his own independent arrangements.
- 14.2. The tools, tackles, machinery, equipment, pumps etc. and the manpower required to execute the contract shall be arranged by the Successful Bidder(s) only.
- 14.3. The Successful Bidder(s) should directly own and readily available required Diamond Core Drilling Rigs with necessary accessories and pump. The bidder should clearly state its status and submit duly attested supporting documents for ownership of the drilling rigs.

15. STATUTORY OBLIGATIONS

- 15.1. The Successful Bidder(s) shall be responsible for arranging requisite manpower, and shall also fulfill the provisions of Labour laws, Contract Labour Laws etc. if applicable.
- 15.2. The Successful Bidder(s) shall also indemnify the GSRC against any claims, compensations, damages, loss, penalty etc. for breach and / or non-fulfillment of the prevailing Rules and Regulations and other statutory provisions in force from time to time and applicable to the work during the entire period of the Contract.

16. MEASUREMENTS

- 16.1. Measurements of quantum of work (i.e. in meter) drilled by drill machine will be carried out in presence of an authorized representative of the Successful Bidder(s) and Site Geologist of GSRC.
- 16.2. Site Geologist of GSRC will look after the entire work and will also certify the same.
- 16.3. This measurement shall be final and binding to the Successful Bidder(s).

17. LIQUIDATED DAMAGES

- 17.1. If the Successful Bidder(s) fails to mobilize the machinery and manpower for commencement of the work within (30) days of receipt of Letter of Intent, liquidated damage @ Rs. 10,000/- per day shall be leviable, for a maximum period of 15 days. If the Successful Bidder(s) fails to start work even after 15 days,

GSRC shall be free to take any action including forfeit of EMD and termination of Letter of intent at cost and risk of the Successful Bidder(s).

- 17.2. The Liquidated damages shall be leviable after end of every month on the shortfall in the quantity of meterage to be drilled specified in respect of that month target, counted from the date of commencement of work till the relevant Running Account 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 quoted rate of 0 - 200 meter
More than 5% up to 15% of the prescribed cumulative quantity	5 % of the quoted rate of 0 - 200 meter
More than 15% of the prescribed cumulative quantity	7% of the quoted rate of 0 - 200 meter

- (a) The quantity specified in respect of the particular month in the monthly schedule is fundamental requirement and obligation of the bidder.
- (b) Shortfall in the targeted quantity shall be reviewed on cumulative target basis at the end of each running account bill period so that the bidder can recoup and recover the shortfall, if any, during the month of the respective Running Account Bill period.
- (c) **The GSRC reserves right to terminate the contract and get the balance work completed at the cost and risk of the bidder if cumulative short fall is found more than 20% for five consecutive months/ RA Bill period**

18. CORRIGENDUM

- 18.1. 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 e-Tender document from the above referred website. As such Bidders are requested to see the website once again before due date of e-Tender opening of ensure that they have not missed any corrigendum uploaded against the said e-Tender after downloading the e-Tender document. The responsibility of

downloading the related corrigenda, if any, will be that of the downloading parties.

19. GENERAL CONDITIONS

- 19.1. If the e-Tender document and forms referred to in the offer are not submitted or are submitted but not found duly filled in and unsigned, will result in rejection.
- 19.2. In the event of space being insufficient for furnishing required information, additional sheets may be used and signed.
- 19.3. Canvassing in any form may lead to rejection of the offer.

Section VI

Special Terms and Conditions

1. ARBITRATION

- 1.1. The parties shall endeavour, in the first instance, to resolve any dispute, disagreement or difference arising out of or in connection with this 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 negotiation.
- 1.2. 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.

2. JURISDICTION

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

3. FORCE MAJEURE

- 3.1. Force majeure is herein defined as any cause which is beyond the control of the Successful Bidder(s) or the GSRC 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:
 - (a) Natural phenomena such as flood, draughts Cyclone, earthquake and epidemics, declaration of war.
 - (b) 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.
- 3.2. The Successful Bidder(s) 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 GSRC.

- 3.3. For delay arising out of Force Majeure, the Successful Bidder(s) will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of force Majeure and neither company nor he Successful Bidder(s) 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.
- 3.4. If any of the Force Majeure conditions exists in the place of operation of the Successful Bidder(s) 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.
- 3.5. The Successful Bidder(s) of the GSRC 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.

4. TERMINATION OF THE CONTRACT

- 4.1. In case of Successful Bidder(s)'s failure to carry out the work to the satisfaction of GSRC as per terms of the contract, GSRC can at its sole discretion, terminate the contract and/or forfeit the Security Deposit. This will, however, not absolve Successful Bidder(s) from the obligation to fulfill other terms and conditions of the contract. In such a case, the Successful Bidder(s) will have no right whatsoever to claim any compensation for the same. The decision of GSRC in this regard shall be final and binding upon Successful Bidder(s).
- 4.2. 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(s) for implementation and GSRC will not be responsible for any losses suffered by the Successful Bidder(s) as a result of such changes. GSRC may terminate this

contract at any time by giving seven days' notice to the Successful Bidder(s) without assigning any reason whatsoever.

5. NON FULFILMENT OF TERMS & CONDITION AND TERMINATION OF THE CONTRACT

- 5.1. If the Successful Bidder(s) fails to carry out the work as per terms and conditions of the contract to the satisfaction of the GSRC, GSRC shall be entitled to forfeit the security deposit paid by the Successful Bidder(s). This however, shall not absolve the Successful Bidder(s) from his obligation to fulfill the contract. In such event, the GSRC shall have a right to complete and / or to get the work completed at the cost & risk of the Successful Bidder(s) and the Successful Bidder(s) shall be responsible to pay such cost incurred by the GSRC to complete the work and / or to get the work completed.
- 5.2. Likewise, if the Successful Bidder(s) does not fulfill the terms and conditions of the contract and does not carry out the work up to the entire satisfaction of GSRC, GSRC has the right to forthwith terminate the contract at its sole discretion, without assigning any reason, Under such events, the GSRC shall be entitled to forfeit the security deposit paid by the Successful Bidder(s) and the GSRC shall have a right to complete the work and / or to get the work completed at the risk and cost of the Successful Bidder(s).
- 5.3. For any reasons, if it is required, the GSRC 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(s) and without incurring any responsibility. For such cases, Successful Bidder(s) 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 GSRC.

Section VII

Information Regarding Digital Certificate

1. 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.
2. 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@gnvfc.net
3. 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.
4. 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 bid submission.
5. (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.
6. All the bidders who have no facility to participate in online tenders are requested to contact (n) code solutions for the same.
7. 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).

8. 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

Annexure 1:**Technical Bid****Form – A****1. General Details**

Sr.No.	Particular	Detail
1	Name of the Company/individual /society /firm	
2	Address	
3	Phone No.	
4	Fax no.	
5	Email-id	
	Name and mobile no of authorized contact person	
6	E-Tender fee (Amount / ch/DD no)	
7	EMD(Amount / ch/DD no)	
8	Turnover of the company (In case of JV turnover of Principal company)	
	2012-13	
	2013-14	
	2014-15	
9	Total Core drilling experience in meters	
	2007-08	
	2008-09	

Sr.No.	Particular	Detail
	2009-10	
	2010-11	
	2011-12	
	2012-13	
	2013-14	
10	No of drilling Machines	
11	Man power details	
	Geologist (Nos)	
	Surveyor (Nos)	
	Other (Specify)	

- **Bidders have to attached hard copy of the balance – sheet, work order & work completion certificate along with above table in physical submission**

2. Details of Work carried out by the Tenderer in last seven years.

Sr No	Contract No and date	Client	Details of Work	Order Value in Rs	Completion period as per Contract	Actual date Of Completion	Nature of Formation

➤ Bidders have to attached hard copy of the work order & work completion certificate along with above table in physical submission of the tender

3. Details of Machinery and Manpower deployed for the works executed by the bidder:

Machine	Make & size	Number	Location
Drilling Mechanics			
Pump			
Accessories			
Particulars of skilled manpower deployed:			
Geologist			
Surveyor			
Engineer			
Drill Operators			

➤ Bidder(s) have to provide documentary evidence for manpower & machinery (with catalog) in physical submission of the Bid.

Annexure 2

DECLARATION

(On letter head of the Bidder)

FROM: (Name of Bidder)

DATE:

To,

The General Manager (Geo),
Gujarat Mineral Development Corporation
7th Floor -“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 GSRC 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 GSRC.

Yours faithfully,

Signature and Stamp of the Bidder(s)

Annexure 3

PRICE BID

(to be submitted on line only (through n-procure) no physical submission of price bid)

Price Bid for 20,000 meters drilling of GSRC in Bharuch & Surat district

Name of Bidder:

Sr No	Nature of Work	Quoted rates in INR includes all taxes except service tax per meter
1	Exploration of lignite & associated minerals with hydraulic diamond core drilling rigs in different lignite, Limestone, Clay etc bearing areas of Bharuch & Surat district as per terms and condition of this offer For all Formation : Drilling depth : 00 to 300 meters	
		In words :

Note: quoted rate includes all taxes except service tax.

SERVICE TAX:

19.4. Service Tax if applicable, will be paid/adjusted/reimbursed to the Successful Bidder(s) 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(s) under the said contract subject to production of documentary proof and Successful Bidder(s) will mention the service tax amount separately in the invoice/bill after considering the abatement, if any.

Signature of bidder with seal

Name

Designation

Name of the Firm

Address

Dated: _____

