

**GUJARAT MINERAL DEVELOPMENT CORPORATION LTD.  
(A GOVERNMENT OF GUJARAT ENTERPRISE)**



**e-Tender**

**Mining, Grading and Stacking Of Various Grade of  
Bauxite**

**at Mevasa Bauxite Mines  
(New Survey No 437 & 396),  
Bauxite Project - Bhatia  
At & Post – Mevasa, Tal-Kalyanpur,  
Dist-Devbhoomi Dwarka, Pin-361315 State - Gujarat**

**(e-Tender No. GMDC/BX/BT/01/2018)**

**GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED**

**CIN No. L14100GJ1963SGC001206**

**“Khanij Bhavan”, 132 Ft. Ring Road, Near University Ground,  
Vastrapur, Ahmedabad-380052**

**Phone : 079 – 2791 0326 / 2791 1151 / 2791 1662 / 2791 3200**

**Fax : 079 – 2791 0326 / 2791 1151**

**E-mail : [bdcell@gmdcltd.com](mailto:bdcell@gmdcltd.com)**

**Website: [www.gmdcltd.com](http://www.gmdcltd.com)**

## **e-TENDER NOTICE**

Bids are invited by GMDC Ltd. for Mining, Grading and Stacking of Various Grade of Bauxite at Mevasa Bauxite Mines (New Survey No 437 & 396), Bauxite Project – Bhatia, At & Post – Mevasa, Tal-Kalyanpur, Dist-Devbhoomi Dwarka, Pin-361315, Gujarat State.

For further clarifications Chief General Manager, GMDC, Ahmedabad may be contacted at:

Phone: 079 27910326, 27913200, 27911151

Fax: 079- 27910326, 27911151

Last date for submission of Bid: 27/08/2018 upto 03:00 PM

Notice Inviting Bid is in brief. For further details, the Bidder shall refer Bid Document.

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## SECTION-I

### 1. SUMMARY OF E-TENDER (GMDC/BX/BT/01/2018)

e-Tenders are invited in our prescribed form for Mining, Grading and Stacking of Various Grade of Bauxite at Mevasa Bauxite Mines (New Survey No 437 & 396), Bauxite Project – Bhatia, At & Post – Mevasa, Tal-Kalyanpur, Dist-Devbhoomi Dwarka, Pin-361315, Gujarat State.

Location	Mevasa Bauxite Mines (New Survey No 437 & 396), Bauxite Project – Bhatia, At & Post – Mevasa, Tal-Kalyanpur, Dist-Devbhoomi Dwarka, Gujarat. 22 <sup>0</sup> 13' 55.961"N 69 <sup>0</sup> 18' 46.472" E
Site Visit	Bidder is requested to visit site / mines to understand the scope of the work and site conditions before submitting the tender
Downloading of e-Tender Document	From 26/07/2018 from the website <b>www.gmdcltd.com</b> or <b>https://www.gmdc.nprocure.com</b>
Tender Fee (non refundable)	INR 10,000/- plus GST @18% payable by Demand Draft from banks approved by Govt. of Gujarat from time to time (except Co-operative Bank) in favour “Gujarat Mineral Development Corporation Ltd” payable at Ahmedabad (copy enclosed in <u>Annexure-IV</u> )
Earnest Money deposit	INR 10,00,000/- payable by Demand Draft from banks approved by Govt. of Gujarat from time to time (except Co-operative Bank) in favour of “Gujarat Mineral Development Corporation Ltd” payable at Ahmedabad (copy enclosed in <u>Annexure-IV</u> )
Duration of Contract	Five Years/60 months
Last date and time of submission of pre-bid queries	07/08/2018 upto 15:00 HRS
Date and time of Pre-Bid Meeting	10/08/2018 at 15:00 HRS
Last date and time of online submission of e-Tender	27/08/2018 at 15:00 HRS

Last date and time of submission of Tender fee, EMD and Supporting documents for Technical Scrutiny through Registered Post/Courier/Speed Post/In Person	27/08/2018 at 15:00 HRS
Date and time of opening and viewing of preliminary Bid and Technical Bid	27/08/2018 at 16:00 HRS
Date and time of opening and viewing of price bid	To Be Intimated
Bid documents submission address	<b>Chief General Manager</b> Gujarat Mineral Development Corporation Limited 7th Floor, Wing A, "Khanij Bhavan", 132 Ft. Ring Road, Near University Ground, Vastrapur, Ahmedabad-52, Gujarat.
Contact Details	Phone: 079 27910326, 27913200, 27911151 Email: <a href="mailto:bdcell@gmdcltd.com">bdcell@gmdcltd.com</a>

**Important Note:**

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. Amendments/corrigendum in the tender documents, schedule, forms etc. may be done at any time by the GMDC during the period between publication of notice and submission of bids of the tender on website. The bidders are required to visit the website regularly till the last date of submission of the bid.
4. GMDC reserve the rights to modify or alter any Tender Condition.
5. For further details visit our web site [www.gmdcltd.com](http://www.gmdcltd.com). or [www.gmdc.nprocure.com](http://www.gmdc.nprocure.com)
6. Tender documents are available only in Electronic form.
7. 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

Mobile: 9327084190, 98985889652

E-mail: nprocure@gnvfc.net

8. Failure in submission of bid on online in stipulated time due to any reason whatsoever by any bidder shall not be entertained. In such circumstances, bid submitted physically for supporting documents, tender processing fees, EMD amount etc. shall not be considered as bid submitted and returned back to bidder without opening the same. GMDC reserves the right to take decision as deemed fit.

## **SECTION-II**

### **2. BRIEF INTRODUCTION:**

#### **2.1. GMDC**

Gujarat's Mineral Sector is witnessing promising growth, which is reflected in the increase in the demand for infrastructure and service across the entire value chain. Gujarat mineral resources have tremendous scope for further development & it is imperative for the state to establish the potential resources, develop sufficient mining capacity and promote use of mineral in sustainable manner to safeguard the interest of manufacturing industries as well as Micro, Small and Medium Enterprise in the coming years.

Gujarat Mineral Development Corporation Limited (GMDC), a Government of Gujarat Enterprise, is a pioneer institution in the field of mining for more than five decades, catering to the needs of the minerals and solid fuel for the industries based in and outside Gujarat. GMDC's mining activities are spread over in Kutch, Devbhoomi Dwarka, Panchmahal, Vadodara, Bhavnagar, Bharuch, Surat and Chhotaudepur districts of the State. It is currently dealing in minerals like Lignite, Bauxite, Fluorspar, Manganese, Ball Clay, Silica Sand, Bentonitic Clay and Limestone. The GMDC has also set up a 250 MW lignite based Thermal Power Station at Nani Chher in Kutch, Wind power plant of 200.9 MW at Maliya, Jodiya, Godsar, Bhanvad, Bada, Verbala, Rojmal and Solar Power plant of 5 MW at Panandhro Project.

#### **2.2. Location :**

GMDC has Mevasa Bauxite Mines (New Survey No 437 & 396), Bauxite Project, At & Post – Mevasa, Tal-Kalyanpur, Dist-Devbhoomi Dwarka, Gujarat State, India.

22° 13' 55.961"N

69° 18' 46.472" E

Jamnagar is the nearest Airport (about 100 Km) and Jamkhambalia & Bhatia are the nearest Railway Station about 45 Km & 25 KM respectively.

Nearest Taluka is Kalyanpur. Mevasa is a fairly large village with a population of about 3000 having Electricity Supply, Transportation services etc.

#### **2.3. Splitting of Contract:**

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

## **SECTION-III**

### **3. GENERAL INSTRUCTIONS TO THE BIDDERS**

#### **3.1. Definitions**

"Authority" means Gujarat Mineral Development Corporation Limited (GMDC)

"Bid Document" or "Document" means this document

"Contract" means the agreement as may be entered between the Authority and the Successful Bidder after the Bid Process

"Contract Value" shall mean the price payable by the Authority to the Successful Bidder during the tenure of the Contract

"Date of Commencement" means the 15 days from the date of signing of Contract by the Authority to the Successful Bidder, whichever is earlier.

"Days" means calendar days

"GoG" stands for Government of Gujarat

"Government" means the Government of Gujarat unless otherwise stated.

"Letter of Intent (LOI)" means the written official intimation by GMDC notifying the Successful Bidder that its Bid Proposal has been accepted as per the terms and conditions mentioned therein

"Proposal" means a qualification criteria, technical proposal, financial proposal or price bid or all

"Amendments" means a change in scope of work, time of completion of job or such services and other technical or commercial terms.

"Applicable Laws" means any law, legislation, statute, rule, directive, ordinance, notification, exemption, regulation, judgements/orders of a competent court, tribunal, regulatory bodies and quasi-judicial body or any interpretation thereof enacted, issued, or promulgated by any Authority and applicable to either Party, to their obligations or to the provisions of Tender document from time to time.

"Bidder" means the person, group or entity/who has participated in this tender process and has shown his willingness to perform the Services and which expression shall include his/their legal successors and permitted assigns

"Contract Agreement" means the agreement entered into between GMDC and the Successful Bidder selected through the bidding process, for execution of the Project; it is being clarified that the Agreement shall be deemed executed by GMDC and the Successful Bidder upon issue of the Letter of Intent by GMDC.

"Contract Period" shall mean the time between the Date of Commencement and end of Period of Completion as given in Agreement /work order.

"Earnest Money Deposit (EMD)" shall have the meaning ascribed to it at Clause no. 7.13 of Section VII.

"Letter of Intent (LOI)" means the written official intimation by GMDC notifying the Successful Bidder that its Bid Proposal has been accepted as per the terms and conditions mentioned therein.

“MTPA” means Metric Tonnes Per Annum

“Month” means a calendar month

“Services” means the main scope of Successful Bidder shall be described in work order /agreement or, in Special Conditions of Contract.

"Successful Bidder" means the Bidder selected pursuant to terms and condition of tender and Project Agreement through Bidding Process to whom GMDC has given LOI.

“Week” means seven days starts from Monday and ends on Sunday as per calendar

“Year” means 365/366 days

### 3.2. **e- Tendering**

Tender documents are available only in electronic format which Bidders can download from the website **www.gmdcltd.com** and **https://www.gmdc.nprocure.com**. The tender processing fee is to be submitted in the form of Demand Draft of INR. 10,000/- plus GST @18%. Bidder(s) shall upload the scanned/soft copy of the Demand Draft at the time of online submission of Technical Bid as mentioned in Clause No. 3.3.1 of Section III. The original Demand Draft shall be submitted offline in the sealed cover as mentioned in Clause No. 3.3.2 of Section III of the Tender Document. If the amount mentioned in the DD is found short, the tender will not be considered for scrutiny and will be out rightly rejected.

### 3.3. **The e-Tender & the Offer:**

It is a three bid system. The bidder(s) are requested to submit the Bid online at <https://www.nprocure.com> only by the date and time prescribed in the tender notice as under:

#### 3.3.1. **Preliminary Bid**

To be submitted online as mentioned below:

- A. Demand Draft for Tender processing fee
- B. Demand Draft for Earnest Money Deposit

#### 3.3.2. **Technical Bid**

Technical bid documents i.e. various forms are to be submitted online. However, all the required documents to be submitted in support of experience, financial position, status of the bidder, machinery and equipment owned by the bidder & other documents as mentioned in Annexure II in the desired form in one separate cover (A) and Tender Fee and EMD to be submitted in another separate cover (B) in form of DD from banks approved by Govt. of Gujarat from time to time (except Co-operative Bank).

These two covers (A) & (B) should be placed in sealed cover super-scribed “Technical Bid”, Tender No. GMDC/BX/BT/01/2018 and Name of “Mining, Grading and Stacking of Various Grade of Bauxite” should be submitted separately at Corporate Office, Ahmedabad on the below mention address on or before 27/08/2018 at 15:00 HRS

**Chief General Manager**  
**7<sup>th</sup> Floor, Wing A, GMDC Limited**  
**“Khanij Bhavan”, 132 Ft. Ring Road,**  
**University Ground, Vastrapur,**  
**Ahmedabad – 380 052, Gujarat, India.**

***Note: The documents furnished shall be self certified i.e. duly signed along with the company seal.***

GMDC will not be liable for any delay in delivery of the same.

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

### **3.3.3. Price-Bid**

Bidders are requested to submit the Price Bid online only <https://www.gmdc.nprocure.com> on or before 27/08/2018 upto 15:00 hours. The Price Bid format is prescribed in “**Form AA**”.

L1 Bidder may be called for negotiation.

e-Tendering procedure is explained in detail in Section – IV.

Award of work will be intimated to the successful Bidder through a letter and an email which may be treated as authorization to commence the work.

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

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.

The bid will be treated as non-responsive if it is found that the rate quoted by the bidder is contrary to the tender document.

## **SECTION-IV**

### **4. ONLINE TENDERING PROCEDURE**

- 4.1. Tender documents are available only in electronic format which Bidders can download from the website [www.gmdcltd.com](http://www.gmdcltd.com) and <https://www.gmdc.nprocure.com>
- 4.2. Price bid should be submitted online through the website <https://www.gmdc.nprocure.com> only. No physical submission of price bid will be entertained as it should be furnished online only. Also no fax, e-mail, letters will be entertained for the same.
- 4.3. 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 4.4.
- 4.4. 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](mailto:nprocure@gnvfc.net)
- 4.5. 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.
- 4.6. 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.
- 4.7. (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.
- 4.8. All the bidders who have no facility to participate in online tenders are requested to contact (n)code solutions for the same.

- 4.9. 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).
- 4.10. All the correspondence in respect to training, support or digital signature certificate should be addressed to (n)code solutions directly on the above mentioned address.

## **SECTION-V**

### **5. GENERAL INSTRUCTIONS**

#### **5.1. Pre-Bid meeting**

- 5.1.1. The bidder or his official representative is invited to attend a pre-bid meeting which will take place at the 7<sup>th</sup> Floor, Committee Room, Corporate Office, GMDC, Ahmedabad on 10/08/2018 at 15:00 HRS.
- 5.1.2. The purpose of the meeting will be to clarify issues and to answer questions that may be raised at that stage.
- 5.1.3. The Bidder is requested to submit any question in writing or by email to reach us not later than 5 days before the meeting.
- 5.1.4. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder and it may be assumed that the bidder has no issues related to bid.

#### **5.2. Site Visit**

- 5.2.1. The bidders are advised to visit the Mevasa Bauxite Mines, Dist. Devbhoomi Dwarka and ascertain and satisfy themselves the site conditions, terrain, location, surroundings, climate, availability of power, water, applicable laws and regulations, and any other matter considered relevant by them for mining.
- 5.2.2. It is the responsibility of the Bidder to deploy competent personnel/experts in the respective fields for carrying out the assignment prior to submission of bid proposal.
- 5.2.3. There shall be no excuse from bidder side if bidder does not make site visit. The site visit by bidder is compulsory. The certificate as prescribed to be obtained from the General Manager/Project Incharge of Mevasa Bauxite Mines.
- 5.2.4. The information/details given in the e-tender document are only to describe magnitude of work and mere guidance to the bidders. The name and contact number of Project-in-Charge is Shri N B Patel, +91 9727792724, email id: bhatia@gmdcltd.com for site visit to Mevasa Bauxite Mines, Dist. Devbhoomi Dwarka.
- 5.2.5. Any neglect or failure on the part of the bidder in obtaining necessary and reliable information on the foregoing or any other matters affecting the contract shall not absolve him from any risks or liabilities or the entire responsibility from completion of the works at the scheduled rates and time, in strict accordance with the contract documents.

5.2.6. The bidder should give a confirmation towards site visit along with the technical bid in the prescribed format provided in the FORM J.

### 5.3. **Opening of bids**

5.3.1. E-tendering procedure is explained in detail

5.3.2. Technical bids will be opened after verification of receipt of payment towards Tender document fee and EMD. The bidders will be able to view it online on date and time notified in tender notice.

5.3.3. On verification of the supporting documents, technical qualification of the bidders will be assessed in Price Bid. GMDC will decide the lowest bidder based on the total contract value of the work after taking two grades together.

5.3.4. The successful bidders in Pre-bid will be communicated the date and time of online opening of price bids by telephone or email or SMS. However, all the bidders will be able to view the price bids online at their place.

### 5.4. **Acceptance of LOI and Payment of Security Deposit:**

5.4.1. The management, on acceptance of the offer, will issue Letter of Intent (LOI) to the successful bidder; who will be required to confirm its acceptance of the LOI within one week of its receipt. If it does not accept the LOI within stipulated time period, the amount of the EMD paid will be forfeited and necessary further actions may be initiated as may be deemed fit by the management.

5.4.2. Within 15 days of submission of its acceptance of LOI, the successful bidder will make payment of Security Deposit in the manner prescribed in Clause no. 7.14 of Section VII. The failure shall be deemed to be refusal by the bidder to accept the LOI and the amount of EMD will be forfeited and necessary further actions may be initiated as may be deemed fit by the GMDC management.

### 5.5. **Contract Agreement and Commencement of Work:**

5.5.1. The successful bidder, along with the payment of Security Deposit, will also enter into agreement with GMDC on appropriate Stamp Paper (to be provided by the Bidder) in token of acceptance of the terms and conditions of the contract, within 45 days of commencement of work.

5.5.2. A letter authorizing successful bidder to commence the work will be issued by GMDC. The successful bidder will have to start the actual excavation work within 30 days from the date of issue of this authorization letter.

- 5.5.3. In case of failure to commence the work within the above-mentioned period the contract may be terminated, at the discretion of GMDC and the amount of the EMD paid will be forfeited and necessary further actions may be initiated as may be deemed fit by the GMDC management.
- 5.5.4. The successful bidder(s) will also organize training of their manpower, to be deployed in the mine, after receipt of the authorization letter and before commencement of the work, under the provisions of Mines VT Rules, at GMDC's own or other recognized VT Centre approved by DGMS at his cost.
- 5.5.5. The agreement should be signed by the below mentioned signatories:  
Proprietary firm - Proprietor  
Partnership firm - Senior managing partner  
Limited Company - Managing Director/Director duly authorized

## 5.6. **Preamble**

- 5.6.1. 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.
- 5.6.2. 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.
- 5.6.3. 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 and stamped. In such cases, reference to the additional sheets must be made in the Tender proposal form.
- 5.6.4. The price bid of only technically successful bidders shall be opened.
- 5.6.5. The tender document and forms referred to in the tender, if not returned or if returned but not duly filled in and signed and stamped, will result in rejection of the tender.

## 5.7. **Examination**

- 5.7.1. 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.

- 5.7.2. 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.
- 5.7.3. 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.
- 5.7.4. 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.
- 5.7.5. 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.
- 5.7.6. 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 and stamped by the Bidder with his usual signature. All signatures should be dated and Company's seal shall be affixed below it.

#### 5.8. **Goods & Services Tax (GST)**

GST if applicable, will be paid/adjusted/reimbursed to the Successful bidder as per the prevailing rates and rules as per GST 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 GST amount and HSN code of service separately in the invoice/bill after considering the abatement, if any.

#### 5.9. **Validity of the offer**

The bidders are required to quote the rates strictly as per the terms and Conditions mentioned in the contract. Any conditional tender will not be entertained and may be summarily rejected. Rate quoted shall remain valid for 180 days from the date of opening of the technical bid, which shall be deemed extended unconditionally for further period of 180 days, if GMDC requires it.

## SECTION-VI

### **6. SCOPE OF WORK AND OTHER CONDITIONS**

#### **6.1. The successful bidder / bidders shall be required to:**

- 6.1.1. Excavate and remove overburden/mine dust from mine pit and shift up to a distance of 500 to 1500 meters in general from the working pit and stack on a non-mineralized area in mining lease, as per directions of Mine Management. The sub grade Bauxite/mine dust ore produced at mine face and sorting yards shall be collected, shifted and stacked at the site as per direction of Mine Management/Project Authority.
- 6.1.2. Mining of different grades of Bauxite Ore shall be sized, sorted and stacked at the mine site permitted strictly during day hours in all working day only. The different grade of Bauxite are as below:
  - Bauxite (  $Al_2O_3 \geq 52\%$  )
  - Bauxite ( $Al_2O_3$  between 40 – 51.99 %)
  - Bauxite ( $Al_2O_3$  between 30 – 39.99 %)
- 6.1.3. Size of Bauxite grades ( $Al_2O_3$  between 40% to 51.99 % &  $Al_2O_3$  52 % and above) should be in between 10 mm to 150 mm only without dust shall be sized, sorted and stacked at the mine site in proper geometric shape (rectangular) in mining lease area and shall be stacked at a distance of 500 - 1500 meters from the working pit on a non-mineralized area by the successful Bidder. The measurement of stack shall be carried out 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 1.5 meter.
- 6.1.4. Carry out wet drilling as per the blast hole design approved by the Mine Manager and to assist GMDC's Mining Supervisors and Blasters in blasting of these holes as per MMR 1961.
- 6.1.5. Mining of Bauxite would be permitted strictly during office working hours only. In case of exigency, however, the Successful bidder will have to seek prior written permission for the purpose to work on weekly day of rest and/or paid holiday 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.
- 6.1.6. 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 in clause 6.4 of Section VI, then only it would be accepted as

production. In case the result of sample does not confirm to the parameters as mentioned in clause 6.4 of Section VI, then fresh re-sampling & analysis would be carried at the cost of successful bidder. The charges for fresh re-sampling and its analysis shall be beared by the successful bidder.

6.1.7. 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 6.4 of section VI.

6.1.8. Successful bidder shall have to obtain required Labour License for minimum 150 labours from the concerned authority.

6.1.9. Dewatering of the excavation areas (working pit) by pumping out seepage in or rain water is to be beared by the successful bidder.

**6.2. 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.

**6.3. Annual Production Target**

6.3.1. Annual Production Target will be as follows:

Production Target	Annual Qty. (in MT)
For 52% and above Al <sub>2</sub> O <sub>3</sub> content Bauxite (PG)	20,000
For 40-51.99 % Al <sub>2</sub> O <sub>3</sub> content Bauxite (NPG)	1,05,000

6.3.2. Under no circumstances the Bidder shall be allowed to violate conditions of IBM approved mining plan. The Bidder shall not mine beyond the annual targeted quantity of Mevasa Bauxite Mines as mentioned in tender (1,25,000 MT/Annum).

6.3.3. During the contract period if bauxite ≥52% Al<sub>2</sub>O<sub>3</sub> (PG) gets exhausted/not recovered then in such case remaining ≥52% Al<sub>2</sub>O<sub>3</sub> bauxite target quantity may be converted to 40-51.99% Al<sub>2</sub>O<sub>3</sub> (NPG) and added in the targeted quantity of 40-51.99% Al<sub>2</sub>O<sub>3</sub> for the same GMDC project authority and GMDC Head Office will jointly constitute a committee which will explore the availability of PG bauxite in presence of representative of Successful bidder in the mine and then if PG not found then only the said remaining PG target will be converted to NPG target and no liquidated damage (LD)/penalty levied on successful bidder on non production of PG bauxite in that case. And then if PG bauxite extracted during mining operation in any pit of the mine then total quantity of both PG and NPG production should not exceed the annual targeted capacity. To levy of penalty/LD if there is shortfall in production of new revised NPG bauxite production

target. For execution of this new revised production target a supplementary agreement shall be signed between GMDC and successful bidder.

#### 6.4. Ore Specifications

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

<b>% Content</b>	<b>Bauxite ( Al<sub>2</sub>O<sub>3</sub>≥ 52 % )</b>	<b>Bauxite (Al<sub>2</sub>O<sub>3</sub> between 40 - 51.99 %)</b>	<b>Bauxite (Al<sub>2</sub>O<sub>3</sub> between 30 - 39.99 %)</b>
Al <sub>2</sub> O <sub>3</sub>	Min. 52 %	40 - 51.99 %	30 - 39.99 %
SiO <sub>2</sub>	Max. 6 %	Max. 15 %	Max. 20 %
Fe <sub>2</sub> O <sub>3</sub>	Max. 5 %	Max. 18 %	Max. 25 %
TiO <sub>2</sub>	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 (Al<sub>2</sub>O<sub>3</sub> 40 – 51.99 % & Al<sub>2</sub>O<sub>3</sub> 52 % and above) should be in between 10mm to 150 mm only without dust.

#### 6.5. Working Capital by Providing Advance:

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.

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 - INR 200 /- MT

Advance payment -  $5000 \times 200 \times 0.30 = \text{INR } 3,00,000$

The total advance amount paid shall be deducted /recovered in 10 (Ten) equal installments or 1/3rd of the RA Bill amount whichever is less and the same shall be 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 (as mentioned in Annexure IV) 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.

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.

**6.6. Mobilisation Advance against Machineries/Equipments:**

- 6.6.1. GMDC provide mobilization advance against machineries/equipments to successful bidder only in cases where
- 6.6.2. 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.
- 6.6.3. The amount of advance shall be limited to 75% of the value of the machineries/equipments subject to maximum of 10% of contract value.
- 6.6.4. 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.
- 6.6.5. 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 (as mentioned in Annexure IV) except cooperative banks for said purpose. If required, the bank guarantee shall be renewed from time to time by the successful bidder.
- 6.6.6. Successful Bidder may submit maximum 10 numbers of Bank Guarantee covering the total amount of 85% of value of machineries/equipments. On request of successful bidder GMDC may return the Bank Guarantee provided by them as a Security of mobilization advances after receipt of installment of advance. Bank Guarantee amount shall not be less than outstanding amount of mobilization advance at the same time.
- 6.6.7. 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.
- 6.6.8. 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.

- 6.6.9. 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/Demand Draft to GMDC the amount of installment, within 15 days from the end of the respective month.
- 6.6.10. 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.
- 6.6.11. In case of default in payment of principal amount and interest thereon, GMDC has right to invoke the Bank Guarantees.

## **SECTION-VII**

### **7. SPECIAL TERMS AND CONDITIONS**

#### **7.1. 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 JCB, Rock Breaker, 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. *“The successful bidder shall engage or utilize the mining machineries/equipments as mentioned in approved mine plan/review of mine plan only. No other machineries/ equipments/ technology shall be allowed under any circumstances for mining, breaking, sorting, grading of bauxite.*

The successful Bidder shall have to follow Mines Act 1952, MMR1961, Mines Rules1955, Mine vocational training rule 1966, Mine Creche rule 1966, DGMS circulars, Explosive rule 2008, Ammonium Nitrate rule 2012, MCR 1960 and MCDR 1988, MCDR 2015, 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.

#### **7.2. Geological Data**

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

#### **7.3. Dumping of Overburden/Waste/Bauxite dust/Bauxite rejects**

Dumping of overburden/waste/Bauxite dust/Bauxite rejects material shall be done as per approved mining plan / mining scheme at the place as directed by the General Manager (Project)/ Mines Manager within a distance of 500 to 1500 meters including all lifts within mine lease area.

The topsoil and other economical minerals shall be stacked separately at the area as directed by the General Manager (Project)/Mines Manager.

On dumps, the safety berm should be formed, having height equivalent to half the wheel diameter of the dumpers. In any event, the berms should not be less than one meter in height.

No edge dumping shall be done and bidder shall arrange adequate numbers of dozers for pushing of the dumped material regularly, leveling and compaction of dumps at all lifts.

Non-operational Dumps will be designated by a berm of at least two meter in height.

#### **7.4. Vehicle Parking and Standing**

- 7.4.1. For safe operation of vehicles in and around the mine, the successful bidder shall follow all rules and regulations as well as instructions given by the General Manager (Project)/ Mines Manager time to time.
- 7.4.2. The drivers shall not park or stand vehicles in a position/area that will endanger the safety in mines.
- 7.4.3. The drivers shall not park or stand their vehicles within 30 meter of the working area of mobile equipment or where vehicle cannot be visible.
- 7.4.4. The drivers shall not park or stand vehicles within the area of swing of the excavation machinery without obtaining permission from the operator of excavating machine.
- 7.4.5. While parking the vehicles, driver must ensure that the vehicle is properly stopped and parking brakes have been applied with the skip in the vertical discharge position. If circumstances dictate that a heavy vehicle must be parked facing up or down a slope then the wheels should be choked with stop blocks and steering off centre.

#### **7.5. Construction & Maintenance of Roads, Footpaths, etc**

- 7.5.1. Successful bidder will be responsible for construction and maintenance of haul roads within the mining pit and at the surface upto the dumps. GMDC reserves full rights to use such roads, without any liability what so ever, for movement of any other traffic.
- 7.5.2. Successful bidder shall make arrangements for sprinkling of water on haul roads, parking plots mining faces, dump yards, and other working places etc., and take adequate precautions for dust suppression.

#### **7.6. Fitness of Heavy Earth Moving Mining Machinery**

The successful bidder will be required to deploy heavy earth mining machinery which are tested and found fit for roadworthy. The bidder will be required to maintain adequate competent officials / persons for maintenance & examination of machinery. In addition, Engineers or other competent persons of GMDC; individually or as a part of Joint Inspection Team; will also examine and verify fitness of these machinery. The bidder will provide full cooperation and help in carrying out examination and tests. However, during any such test / examination, if any machinery is found unfit, the bidder will forthwith withdraw it for necessary repairs and maintenance and will not put it back in to operation unless it is again examined and certified fit by the GMDC's Engineer or other competent persons. The record of the same shall be maintain and to be submitted to the Mines Manager/General Manager regularly.

## 7.7. **Lighting**

- 7.7.1. When, any work is performed at night or where daylight is poor or obscured, the successful bidder shall have to provide artificial lights at its own cost, wherever required on high towers. The illumination at the working site should be sufficient to carry out mining operation properly and safely with due approval of General Manager (Project)/ Mines Manager. The lighting standards shall be as prescribed by DGMS.
- 7.7.2. All the expenses for the use of electricity shall be borne by successful bidder.
- 7.7.3. The successful bidder shall be responsible to construct and maintain proper and adequate fencing, lighting guarding and taking necessary safety measures for all works under the contract as may be necessary or guided by the General Manager (Project)/ Mines Manager at their cost. If any tower lights are provided anywhere in the mine by the management, it will be maintained by the successful bidder, but the material, fittings and fixtures for such places will be supplied by the management free of cost.
- 7.7.4. The power and light connections, wiring, equipment etc. shall be maintained by the bidder throughout the contract period, till taking over of the physical possession of work site by the GMDC. The power and light connection, wiring, equipment and other installations shall be subject to the inspection and passing by the General Manager (Project)/ Mines Manager or other authorized officials and the authorities of Central Government under the Electricity Act & Indian Electricity Rules, subject to conditions of electricity supply by the State Electricity Authorities, as applicable.
- 7.7.5. Any additions and alterations thereto shall be got approved by the bidder from the General Manager (Project)/ Mines Manager and certified from Electrical Inspector from DGMS, required under law.

## 7.8. **Guaranteed Production**

Successful Bidder shall have to produce Bauxite as per production target given in clause 6.3 of Section VI of this document. If the Successful Bidder fails to produce and transport to stack yard the targeted monthly quantity, then Liquidated Damages shall be imposed as detailed in Clause No 7.17 of Section VII in the tender document.

## 7.9. **Measurement and Stacking of Bauxite**

- 7.9.1. Measurements of work (excavation) carried out shall be made on monthly basis using Total Survey Stations and/or Digital auto levels or any other method and will be measured in cubic meter (M3) and then further multiplying the volume by 1.2 for calculation of tonnage (for converting M3 to MT).
- 7.9.2. An authorized representative of the successful bidder shall remain present at the time of field measurement and computation work and will also certify the same.

- 7.9.3. The measurement and the computations provided by the Mines Management/Project Authority shall be final and binding to the successful bidder.
- 7.9.4. 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 and the material produced 39.99% Al<sub>2</sub>O<sub>3</sub> and below.
- 7.9.5. 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<sub>2</sub>O<sub>3</sub> content bauxite stack shall not be less than 1.5 meter and 5000 MT and for +52% Al<sub>2</sub>O<sub>3</sub> content bauxite stack shall be not less than 1.5 meter and 1000 MT in any case.
- 7.9.6. 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.
- 7.9.7. 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 (for converting M<sup>3</sup> to MT) subject to confirmation of quality parameters of various grade of Bauxite as mentioned in the tender.
- 7.9.8. The Reconciliation of quantity of said Bauxite stacks for which payment has been made shall be carried out after the final dispatch from Weighbridge (The weighment of the weighbridge is to be consider final). If, the quantity after dispatch found short/excess shall recovered/paid and vice versa from the Successful Bidder. Supplementary agreement is to be signed by both the parties i.e. successful bidder and GMDC in this regard.

#### **7.10. Rates & Terms of Payment**

- 7.10.1. Successful Bidder will be given the payment at agreed rates for mining, grading, segregating and stacking of 52% and above Al<sub>2</sub>O<sub>3</sub> and 40-51.99% Al<sub>2</sub>O<sub>3</sub> content bauxite only (size should be in between 10mm to 150 mm only without dust) 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 Corporate Office 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 Corporate Office and approved by Corporate Office, subject to applicable

deductions at source like, the income-tax and any other taxes as and other recovery which ever may be applicable.

- 7.10.2. Successful Bidder will be required to stack separately 30 - 39.99%  $\text{Al}_2\text{O}_3$  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 shall be made to the successful bidder towards the cost incurred for removal of over-burden, or for bauxite having 30 - 39.99%  $\text{Al}_2\text{O}_3$  content, bauxite dust or waste generated during the mining operation or breaking/stacking/segregating of bauxite and its stacking.
- 7.10.3. The Bidder shall quote firm rates inclusive of all taxes, duties, cess or any applicable taxes except GST for mining, grading and stacking of different grade of bauxite.
- 7.10.4. The escalation in final basic rate shall be paid @ 5% every year. No change in final basic 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%  $\text{Al}_2\text{O}_3$  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  $\text{Al}_2\text{O}_3$  and 40-51.99%  $\text{Al}_2\text{O}_3$  content bauxite.
- 7.10.5. GST and compensatory cess, if applicable and payable by the bidder, shall be reimbursed by the GMDC at actual subject to submission of documentary proof of having remitted the GST and to the extent directly related to the services rendered by the bidder under this contract.
- 7.10.6. 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 180 days, as deem fit by GMDC.
- 7.10.7. Escalation on work component is applicable in case of completion of the year of the contract period or achieving the cumulative assigned target quantity of Bauxite for that particular year whichever is later. However, in case, reasons for shortfall in achieving the assigned yearly targets of Bauxite Production are not attributed to Successful Bidder, Escalation on Work Component shall increase at the rate of 5% on the finalized/agreed Work Component every year as mentioned above.
- 7.10.8. If the bauxite Production is not done due to reasons attributed to the successful bidder then escalation will not be release for that particular year. If the Successful Bidder achieves the Annual Targeted Production in any month of the next year then escalation of 5% will be given from that particular month on the basic rate of preceding year only.

- 7.10.9. GMDC will provide explosives and also carry out blasting operations. The cost of explosives (actual cost plus 5% Administrative charge) plus applicable tax 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 or it will be deducted from the next month RA bill.
- 7.10.10. The GMDC shall issue explosives subject to availability as per the licensed capacity of the magazine 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.
- 7.10.11. The Successful bidder is responsible for safe and justified use of explosive under the guidelines of mine manager as per PESO (petroleum and explosive safety Organization).
- 7.10.12. 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 by deploying the machines only (Rock breaker etc). 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.
- 7.10.13. 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.
- 7.10.14. 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.

**7.11. Foreclosure of Contract:**

- 7.11.1. If at any time after acceptance of the tender the GMDC shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the Works to be carried out, the General Manager (Project) shall give notice in writing to that effect to the Successful Bidder and Successful Bidder shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

7.11.2. The Successful Bidder shall be paid at Contract rates full amount for works executed at Site as certified by the General Manger (Project).

#### 7.12. **Period of Contract**

7.12.1. The period of contract will be 5 years (60 months) or till the Exhaustion of mineral and if mineral reserves available after 5 years then the extension of contract may be considered subject to performance of successful bidder and approval from GMDC competent authority.

7.12.2. The successful bidder will be issued a commencement letter from Corporate Office 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.

7.12.3. However as per the amended MMDR Act, 2015, any rules, regulation, circular, guidelines published by central/state government regarding the mines lease period then the same shall have to be strictly adhered to and binding upon 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.

#### 7.13. **Earnest Money Deposit**

7.13.1. The amount of Earnest Money Deposit (EMD) i.e. INR 10,00,000 (Rs. Ten Lakhs Only) shall be payable in the form of Account Payee Demand Draft (DD) in favour of "Gujarat Mineral Development Corporation Ltd" payable at Ahmedabad from Banks approved by GoG vide GR No. EMD/10/2016/328/DMO dated 01/05/2017 except cooperative bank (copy enclosed in Annexure-IV) which has to be submitted in a sealed envelope within stipulated time as mentioned in Clause no 3.3.2 of Section III. The EMD should remain valid for a period of 180 (One Hundred and Eighty) days beyond the final bid validity period. The Authority shall reject any bid not accompanied by appropriate EMD, as non-responsive.

7.13.2. 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.

7.13.3. No interest will be paid to the successful bidder on account of Earnest Money Deposit.

7.13.4. EMD of the unsuccessful bidders shall be returned to them after selection of successful bidder.

The EMD will be forfeited:

*i) If a Bidder withdraws its bid during the period of bid validity*

*ii) If the Successful Bidder fails to:*

- *sign the Contract within 15 days of the LOI date; or*
- *furnish a Contract Performance Guarantee.*
- *does not pay initial security deposit*
- *does not fulfill terms and condition of Tender/LOI*

#### **7.14. Security Deposit**

7.14.1. Security Deposit is measure of liquidated damages sustained by GMDC for not performing the contract satisfactorily. Nothing herein above shall disentitle GMDC from claiming the damages actually sustained in the value over and above the Security Deposit. 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 “Gujarat Mineral Development Corporation Ltd.” payable at Ahmedabad from Banks approved by GoG vide GR No. EMD/10/2016/328/DMO dated 01/05/2017 except cooperative bank (copy enclosed in Annexure-IV) within 15 days from the acceptance of LOI. In case of Bank Guarantee, before one months of its expiry, the same shall have to be renewed from time to time as per requirement of GMDC. The final renewal of Bank Guarantee should made valid till six months after expiry of contract period.*

*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 Security Deposit is realized.*

7.14.2. However, if the amount of the total work done exceeds the total contract value, deduction against Security Deposit 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.

7.14.3. Successful Bidder has an option to provide the Bank Guarantee in lieu of Security Deposit deducted from the RA Bills on the yearly basis, subject to the Bank Guarantee must be issued by Banks approved by GoG vide GR No. EMD/10/2016/328/DMO dated 01/05/2017 except cooperative bank (copy enclosed in Annexure-IV) in the form and manner acceptable to the GMDC of equivalent amount having validity period of six months after completion of the period of contract.

7.14.4. It shall be refunded to the Successful bidder, within a period of six months after satisfactory completion of the work and removal of equipment, tools tackles, 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 in charge at Corporate Office, who after verification of the fact will arrange for refund of Security Deposit.

7.14.5. The Successful bidder will also have to submit "NO DEMAND Certificate" along with the above mentioned certificate as per the Performa given in the tender document.

7.14.6. The Security Deposit deposited by the Successful bidder will be forfeited if the Successful bidder fails to

*i) 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 into agreement with GMDC in accordance with the terms and condition of the work order*

*iv) Any outstanding dues payable by Bidder at the time of expiry of the contract, shall be recovered from Bidder's Security Deposit.*

7.14.7. 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.*

*iii) Fails to carry out work as per terms and conditions of contract*

*iv) Any other dues on account of statutory compliance.*

#### **7.15. Compliance of Statutes**

Successful bidder shall strictly abide by all the laws governing employment, payment of wages, the Mines Act 1952, MMR1961 and Mines rule 1955 , the Indian Explosives Act 1884, Mines Crèche Rules 1966 (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 General Manager (Project)/ Mines Manager.

#### 7.16. 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 and the security deposit will be forfeited.

#### 7.17. Liquidated Damages (L.D.)

7.17.1. If the Successful bidder fails to mobilize the machinery and manpower to commence the work within 30 days of receipt of LOI, damage @ Rs. 10,000/- per day plus GST 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. 8.2 of Section VIII.

7.17.2. The Liquidated damages shall be leviable after end of every month on the shortfall in the quantity of bauxite having a > 52% Al<sub>2</sub>O<sub>3</sub> and 40 - 51.99% Al<sub>2</sub>O<sub>3</sub> 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

7.17.3. The monthly production target schedule shall be provided to the successful bidder.

7.17.4. 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.

7.17.5. 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 and after completion of target production the Liquidated damages **deducted will be reimbursed accordingly** and Liquidated Damages shall be recovered from respective RA Bill.

7.17.6. 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.

7.18. **Corrigendum:**

Corrigendum if any shall be display on website [www.gmdcltd.com](http://www.gmdcltd.com) or <https://www.gmdc.nprocure.com>. 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 time to time 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.

## SECTION-VIII

### **8. GENERAL TERMS AND CONDITIONS**

#### **8.1. General Terms and Conditions**

- 8.1.1. 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 General Manager (Project)/Mines Manager shall be binding upon Successful bidder.
- 8.1.2. 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 chargeable basis. The cost of VTC training shall be borne by the Successful bidder.
- 8.1.3. Appointment/authorization of all officials and statutory competent persons by Successful bidder shall be subject to approval of the General Manager (Project)/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.
- 8.1.4. No person shall be appointed or terminated by Successful bidder without the approval by and notice to the Mines Manager.
- 8.1.5. 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 General Manager (Project)/Mines Manager regularly as per his advice.
- 8.1.6. 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.

- 8.1.7. 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).
- 8.1.8. No Two Wheel / Four Wheel Tractor Trolley combination shall be allowed in the Mines lease area for any operation under any circumstances.
- 8.1.9. First Aid facilities and supplies as required under the Mines Rules shall be kept and properly maintained at the work place by Successful bidder.
- 8.1.10. Successful bidder shall not assign charge or sublet the contract to third parties.
- 8.1.11. Successful bidder shall construct Rest-shelter with necessary arrangements for wholesome drinking water at every working pit to be done.
- 8.1.12. Successful bidder will also have to make necessary arrangements for wholesome 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.
- 8.1.13. 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.
- 8.1.14. 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.
- 8.1.15. 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.
- 8.1.16. 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.

- 8.1.17. NO man/machineries and equipments shall be deployed/withdrawn in/from mines without the prior approval of Mines 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.
- 8.1.18. GMDC does not undertake and agree to provide any facilities to Successful bidder at the mine site.
- 8.1.19. Successful bidder will arrange at his cost all necessary tools, tackles, machinery and equipment etc. as may be required to execute the contract.
- 8.1.20. For any dispute arising out of this contract or interpretation of any terms thereof, the decision of the Committee consisting of concerned General Manager at Corporate Office, concerned Head at the Project & Mines Manager, and the Divisional Head concerned with the matter under dispute, subject to concurrence of Hon'ble Managing Director GMDC, shall be final and binding upon Successful bidder.
- 8.1.21. 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.
- 8.1.22. Successful bidder will ensure that labourers are engaged only as per the terms and conditions laid-down in the Labour License.
- 8.1.23. 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.
- 8.1.24. 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.
- 8.1.25. Upon completion of targeted quantity of contract as per measurement, the Successful bidder has to stop working.
- 8.1.26. The Successful bidder will have to take comprehensive insurance of men and machinery deployed by him.

- 8.1.27. 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.
- 8.1.28. Successful Bidder will have to remove the old measured bauxite stack if any, lying above the advancing working face and which is going to restrict the advancement of working mining face during operation. The said old measured bauxite stack has to be shifted up to the distance of 500 to 1000 meters as per directions of General Manager (Project)/ Mines Manger. No separate/extra payment towards shifting of old measured bauxite stack (lying above the advancing working face) shall be paid by GMDC to the Successful Bidder.
- 8.1.29. 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.
- 8.1.30. 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.
- 8.1.31. 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.
- 8.1.32. 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.
- 8.1.33. The Bidder shall have to open Bank accounts of their workers and shall be required to deposit the wages, advance payment, welfare payments, bonus and all other payments in their accounts. Bidder's bill shall be released only after receiving detailed statement showing name wise wages and all other payments if any having deposited in the accounts of bidder's workers.

## **8.2. Non-fulfillment of Terms & Condition & Termination of the Contract**

- 8.2.1. If the Successful bidder fails to carry out the work as per terms and conditions of the contract to the satisfaction of 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, 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 GMDC to complete the work and/or to get the work completed. Further, 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.
- 8.2.2. 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, GMDC shall be entitled to forfeit the security deposit paid by the Successful bidder and 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.
- 8.2.3. 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.
- 8.2.4. For any reasons, if it is required, GMDC reserves rights to cancel terminate amend and/or alter the contract and /or bifurcate and/or reduce the contract work at any time by giving 7 days 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.

## **8.3. Arbitration & Disputes Resolution**

- 8.3.1. 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 negotiations.
- 8.3.2. "All questions, disputes, differences and/or interpretation of agreement 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 Arbitrator as per the provisions of Arbitration and Conciliation Act, 1996 and subsequent amendment thereto. The venue of arbitration proceedings shall be at Ahmedabad. The Language of the Arbitration shall be in English.”

#### 8.4. **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.

#### 8.5. **Force Majeure**

8.5.1. 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.*

8.5.2. 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.

8.5.3. 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.

8.5.4. 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.

8.5.5. 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.

## **ANNEXURES-I**

### **BIDDER CREDENTIALS**

#### **Bidder should have**

1. Prior experience in mining not less than average 5,000 tonnes per month during a period of continuous twelve months in any of the last three financial years i.e. 2015-16 to 2017-18.
2. Sound Audited Balance sheet for the years FY2015-16 & FY 2016-17, for FY 2017-18 CA Certified Balance Sheet to be submitted having minimum average annual turnover of INR 1.5 Crores.
3. Should have his own minimum two number of equipment i.e. one hydraulic excavator or JCB type machine and one number of dumper.
4. Minimum Net Worth of INR 1.5 Crores as on 31.03.2018 and minimum Working Capital of INR 1 Crore as on 31.03.2018.
5. The bidder should furnish an undertaking that he does not have any liability with any Central/State Government Department.
6. Submit the copy of GST Number & PAN Number.
7. Submit copy of PF license number.
8. Copy of labour license (for running contract as well as for the past contracts for which the work order submitted/shown in this tender)
9. Successful bidder should not possess its own Bauxite base value added product manufacturing unit.
10. Joint venture or a consortium is not allowed.
11. GMDC has right 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.
12. Evaluation would be done on the basis of the information/data provided by the bidders.
13. GMDC may at its discretion, seek from any or all bidders clarification(s) on their bid, including technical information, document and materials before finalization of tender.

## **ANNEXURES-II**

### **List of the Documents to be submitted online & physically:**

<b>Sr. No.</b>	<b>Document</b>	<b>Submission</b>
1.	Tender Fee	Detail on online & Physical
2.	EMD	Detail on online & Physical
3.	FORM-A (check list of documents enclosed with tender)	Online
4.	FORM-B (Status of the Bidder)	Online
5.	FORM-C1 (Details of work carried out during the last three years by the bidder)	Online
6.	FORM C2 (Details of work carried out should be provided as per FORM C-2 provided in the tender Document)	Online
7.	FORM C3 (Details of Bidder as per the format provided in Form C-3 of the Tender Document)	Online
8.	FORM-D (Details of heavy earth moving machinery, equipment etc. Owned and readily available with bidder)	Online
9.	FORM E (Details of heavy earth moving machinery, equipment etc. Owned and readily available with bidder as per format provided in FORM E of the Tender Document)	Online
10.	CA certificate of ownership of machinery as per format provided in FORM F of the Tender Document)	Online
11.	CA Certificate of Net worth, Turnover and Working Capital as per format provided in FORM G of the Tender Document	Online
12.	Undertaking of Genuineness of Document as per format provided in FORM H of the Tender Document	Online
13.	Undertaking of Indemnity as per format provided in FORM I of the Tender Document.	Online
14.	Declaration of site visit as per format provided in FORM J of the Tender Document.	Online
15.	Declaration of unconditional offer as per format provided in FORM K of the Tender Document.	Online
16.	Declaration of not Blacklisted as per the format provided in FORM L of the Tender Document	Online
17.	Declaration regarding unconditional acceptance of all the terms and conditions of the Tender document as per format provided in FORM M of the Tender Document	Online
18.	Power of Authority to sign the documents	Online
19.	Copy of P.F. Registration details	Online

Before awarding work to the selected Bidder, the details of above mentioned online submitted documents will be subject to physical scrutiny/verification by GMDC. Any discrepancy at the time of physical verification will be the sufficient ground to disqualify the Bidder from the process of tendering. In such eventuality, GMDC reserves the right to select the next best Bidder.

## **ANNEXURES-III**

### **ANNUAL ORE REMOVAL SCHEDULE**

<b>Name of Mine</b>	<b>ANNUAL ORE REMOVAL</b>	
	<b>Quarter</b>	<b>Quantity</b>
Mevasa Bauxite Mine	First	27000 MT
	Second	27000 MT
	Third	35500 MT
	Fourth	35500 MT
	Total	1,25,000 MT

## ANNEXURES-IV

### GR FOR APPROVED BANKS BY GoG

Acceptance of Bank  
Guarantee as Security Deposit  
and Earnest Money Deposit.

Government of Gujarat

Finance Department

GR. No.: EMD/10/2018/18/DMO

Date: 16/04/2018

Read: FD GR. No.: EMD/10/2016/328/DMO Dt. 01/05/2017

Preamble:

Tendering authorities of the State Government and its Boards/Corporations/Societies/PSUs frequently take Bank Guarantee from the bidders towards Security Deposit (SD) and Earnest Money Deposit (EMD). State Government had issued the list of eligible banks for the financial year 2017-18 vide above mentioned resolution of this department Dt. 01-05-2017.

After careful consideration, the Government has decided to approve the list of Banks whose Bank Guarantees would be accepted in the Financial Year 2018-19 and it has now been decided to resolve as follows:

**Resolution:**

Government Departments and its Boards/Corporations/Societies/PSUs would accept Bank Guarantee [towards Security Deposit (SD) and Earnest Money Deposit (EMD)] issued by any of the bank included in the **Annexure I**, attached to this Resolution.

The tendering authority will be required to ascertain the authenticity of the Bank Guarantee and set up necessary internal control procedures.

**By order and in the name of the Governor of Gujarat**



(J G Shelat)  
Section Officer  
Finance Department

1/3

**Annexure I.**

**Finance Department, GR. No.: EMD/10/2018/18/DMO**

**Date: 16/04/2018**

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

- ❖ All Nationalized Banks including the Public Sector Bank- IDBI Ltd.

(B) Guarantees issued by following Banks will be accepted as SD/EMD for period up to March 31, 2019. The validity cut-off date in GR is with respect to date of issue of Bank Guarantee irrespective of date of termination of Bank Guarantee.

- ❖ Rajkot Nagarik Sahakari Bank Ltd.
- ❖ The Mehsana Urban Co-Operative Bank Ltd.
- ❖ The Surat District Co-Op. Bank Ltd.
- ❖ The Ahmedabad Mercantile Co-Op. Bank Ltd.
- ❖ Nutan Nagarik Sahakari Bank Ltd.
- ❖ The Kalupur Commercial Co-operative Bank Ltd.
- ❖ Saurashtra Gramin Bank
- ❖ Baroda Gujarat Gramin Bank
- ❖ RBL Bank
- ❖ Karur Vysya Bank
- ❖ AXIS Bank
- ❖ ICICI Bank
- ❖ HDFC Bank
- ❖ Kotak Mahindra Bank
- ❖ IndusInd Bank
- ❖ DCB Bank
- ❖ FEDERAL Bank
- ❖ YES Bank

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



**(J G Shelat)**  
Section Officer  
Finance Department

**ANNEXURES-V**

**FORMAT OF NO DEMAND CERTIFICATE  
(On letter head of the bidder- to be produce at the time of release of Security  
Deposit and Bank Guarantee)**

To,  
**Chief General Manager**  
Gujarat Mineral Development Corporation Limited  
7<sup>th</sup> Floor, Wing A, GMDC Limited,  
Khanij Bhavan, 132 Ft. Ring Road,  
University Ground, Vastrapur,  
Ahmedabad – 380 052, Gujarat, India

**Name of Works:**

- 1. Mining, Grading and Stacking of Various Grade of Bauxite at Mevasa bauxite Mines, Bhatia.**

**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 Mevasa Bauxite Mine, Bhatia.

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) \_\_\_\_\_

**ANNEXURES-VI**

**FORMAT OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)  
(On Non-judicial Stamp paper to be submitted along with submission of bids)**

..... (Name of the Bank)  
Address.....  
Guarantee No.....  
A/C Messrs..... (Name of Bidder)  
Date of Expiry.....  
Limit to liability (currency & amount).....  
Invitation for Tender No..... Dated..... (Bidding document)  
For..... (Name of Facilities)

**Subject: Earnest Money Deposit Bank Guarantee.**

Date.....2018

To  
The Chief General Manager  
Gujarat Mineral Development Ltd  
132 Ft Ring Road, Near University Ground  
Vastrapur, Ahmedabad.

Dear Sir,

In consideration of Gujarat Mineral Development GMDC (hereinafter called "GMDC") which expression shall unless repugnant to the subject of context include his successors and assigns having agreed to exempt M/s..... (herein after called "Bidder") from demand under the terms and conditions of "Technical Bid Document" (hereinafter called the said "Bidding Document") issued by the GMDC vide Tender No. \_\_\_\_\_ for the work \_\_\_\_\_ ( Name of the facilities ) from Earnest Money Deposit (EMD) of Bid for the due fulfillment by the Bidder of the terms and conditions contained in the said Bidding Document on production of Bank Guarantee for INR \_\_\_\_\_ ( \_\_\_\_\_ only ) ( figure in words).

1. We the \_\_\_\_\_ (Name of Bank ) hereinafter referred to as "Bank" having our registered office at \_\_\_\_\_ (address of Bank ) do hereby undertake and agree to indemnify and keep indemnified GMDC to extent of INR \_\_\_\_\_ ( \_\_\_\_\_ only) (figures in words) against any losses, damage cost, charges and expenses caused to or suffered by or that may be caused or suffered by GMDC by reason of any breach or breaches by the Bidder of any of the terms and conditions contained in

the said Bidding Document and unconditionally pay the amount claimed by GMDC on demand and without demur to the extent aforesaid.

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

6. It shall not be necessary for GMDC to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which GMDC may have obtained from the Bidder at this time when proceeding are taken against Bank hereunder be outstanding or unrealized.
7. We \_\_\_\_\_ (Name of Bank) further undertake to unconditionally pay the amount claimed by GMDC merely on demand and without demur to the extent aforesaid.
8. We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of GMDC in writing and agree that any change in the constitution of GMDC or the Bidder or the said Bank shall not discharged our liability hereunder dated \_\_\_\_\_ day of \_\_\_\_\_ 20 . \_\_\_\_\_ for \_\_\_\_\_ (Name of Bank)

Yours faithfully,

For.....

(Name of the Bank)

**FORM - A**  
**CHECK LIST OF DOCUMENTS ENCLOSED WITH TENDER**

**(A) TECHNICAL BID**

Sr. No	Particulars	Declaration (Strike out whichever is not applicable)
1.	Tender Fee	Yes / No
2.	EMD	Yes / No
3.	FORM-A (check list of documents enclosed with tender)	Yes / No
4.	FORM-B (Status of the Bidder)	Yes / No
5.	FORM-C1 (Details of work carried out during the last three years by the bidder)	Yes / No
6.	FORM C2 (Details of work carried out should be provided as per FORM C-2 provided in the tender Document)	Yes / No
7.	FORM C3 (Details of Bidder as per the format provided in Form C-3 of the Tender Document)	Yes / No
8.	FORM-D (Details of heavy earth moving machinery, equipment etc. owned and readily available with bidder)	Yes / No
9.	FORM E (Details of heavy earth moving machinery, equipment etc. owned and readily available with bidder as per format provided in FORM E of the Tender Document)	Yes / No
10.	CA certificate of ownership of machinery as per format provided in FORM F of the Tender Document)	Yes / No
11.	CA Certificate of Net worth, Turnover and Working Capital as per format provided in FORM G of the Tender Document	Yes / No
12.	Undertaking of Genuineness of Document as per format provided in FORM H of the Tender Document	Yes / No
13.	Undertaking of Indemnity as per format provided in FORM I of the Tender Document	Yes / No
14.	Declaration of site visit as per format provided in FORM J of the Tender Document	Yes / No
15.	Declaration of unconditional offer as per format provided in FORM K of the Tender Document	Yes / No
16.	Declaration of not Blacklisted as per the format provided in FORM L of the Tender Document	Yes / No

17.	Declaration regarding unconditional acceptance of all the terms and conditions of the Tender document as per format provided in FORM M of the Tender Document	Yes / No
18.	Power of Authority to sign the documents	Yes / No
19.	Copy of P.F. Registration details	Yes / No

**(B) PRICE BID**

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

### **Status of the Bidder**

Name of the Bidder :	
Address:	
Registered office :	
For correspondence :	
Telephone No.	
Fax No.	
E-mail Address	
Attested copies of Deeds, Articles of association to be enclosed	
Name 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	
GST Registration No. of Bidder	
SAC/HSN Code under GST of Bidder	
PF Registration No.	

**FORM -C1**

**DETAILS OF WORK CARRIED OUT DURING THE LAST THREE YEARS BY THE BIDDER**

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

**Note:** Statement showing year wise separate experience with work orders and work completion certificates duly certified shall be submitted with the supporting certified documents.

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

## **FORM C2**

Bidder should submit the details of work carried out during the last three years by the bidder in below format in addition to the details submitted in the Form-C-1:

<b>Bidder</b>	<b>Quantity in Lac M<sup>3</sup></b>		
	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>

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

**FORM – C3**  
**DETAILS OF BIDDER**

<b>Particulars</b>	
Whether enlisted in other dept, if yes, then furnish the details pertaining to class and the amount qualified to tender	
Was the applicant or its partners or Directors black listed in past by any Govt. or any other body.	
Details pertaining to the work incomplete, if any	
Details of the litigation, court cases and arbitration either completed or under progress during last 10 years by the company or any partner/proprietor of present company were associated in any capacity.	

**FORM - D**

**DETAILS OF HEAVY EARTH MOVING MACHINERY, EQUIPMENT ETC. OWNED AND READILY AVAILABLE WITH BIDDER.**

**D1. Excavators**

<b>Sr. No.</b>	<b>Type of Machine</b>	<b>Manufacturer</b>	<b>Chassis No./Reg. No.</b>	<b>Year of Manufacturing</b>	<b>Whether in working condition or not</b>	<b>Engine HP</b>	<b>Bucket Capacity (in M<sup>3</sup>)</b>	<b>Location</b>	<b>Name of owner</b>	<b>Documentary proof attached or not.</b>
1										Yes/No
2										Yes/No
3										Yes/No
4										Yes/No
5										Yes/No
6										Yes/No
7										Yes/No
8										Yes/No
9										Yes/No
10										Yes/No

**D2. Dumpers**

<b>Sr. No.</b>	<b>Type of Machine</b>	<b>Manufacturer</b>	<b>Chassis No./Reg No.</b>	<b>Year of Manufacturing</b>	<b>Whether in working condition or not</b>	<b>Engine HP</b>	<b>Hauling Capacity (in MT )</b>	<b>Location</b>	<b>Name of owner</b>	<b>Documentary proof attached or not.</b>
1										Yes/No
2										Yes/No
3										Yes/No
4										Yes/No
5										Yes/No
6										Yes/No
7										Yes/No
8										Yes/No
9										Yes/No
10										Yes/No

**D3. Dozers**

<b>Sr. No</b>	<b>Type of Machine</b>	<b>Manufacturer</b>	<b>Chassis No. /Reg No.</b>	<b>Year of Manufacturing</b>	<b>Whether in working condition or not</b>	<b>Engine HP</b>	<b>Ripper attachment (Yes/ no)</b>	<b>Location</b>	<b>Name of owner</b>	<b>Documentary proof attached or not.</b>
1										Yes/No
2										Yes/No
3										Yes/No

**D4. Other Ancillary Equipment**

<b>Sr. No</b>	<b>Type of Machine</b>	<b>Manufacturer</b>	<b>Chassis No. /Reg No.</b>	<b>Year of Manufacturing</b>	<b>Whether in working condition or not</b>	<b>Capacity(in liters or HP or Tonnes )</b>	<b>Location</b>	<b>Name of owner</b>	<b>Documentary proof attached or not.</b>
1									Yes/No
2									Yes/No
3									Yes/No
4									Yes/No
5									Yes/No

**FORM-E**  
**OWNERSHIP OF MACHINERY OF BIDDER**

8.6.

**E1: Excavators**

<b>BUCKET CAPACITY</b>	<b>Nos.</b>	<b>Total Capacity</b>
0.90 M3		
1 M3		
1.2 M3		
2 M3		

**E2: Dumpers**

<b>HAULING CAPACITY</b>	<b>Nos.</b>	<b>Total Capacity</b>
10T		
17T		
22 T		
28 T		
35T		

**E3: Dozer**

<b>DOZER CAPACITY</b>	<b>Nos.</b>
30-35 HP	
35-50 HP	
>50 HP	

**FORM F**  
**CERTIFICATE OF OWNERSHIP OF MACHINERY & CAPACITY**

This is to certify that, we have verified the ownership documents of the machinery listed in Form-D and Form-E of the Tender document for Tender No. \_\_\_\_\_ for the work of \_\_\_\_\_ and to certify that my client M/s \_\_\_\_\_ directly owns these machineries at the time of submission of the bid. Further it is certify that my client is having RTO registration certificate of all the dumpers/water sprinklers/water tankers.

This is to certify that, we have checked and verified the documents of water tanker/sprinkler having registration no. \_\_\_\_ & \_\_\_\_ and certifies that both water tanker/sprinkler having minimum capacity of 18KL.

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

**FORM G**

**PROFORMA FOR CERTIFICATE OF NETWORTH, TURNOVER AND WORKING CAPITAL  
NET WORTH, TURNOVER AND WORKING CAPITAL 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, Turn Over and Working Capital of the firm M/s \_\_\_\_\_ are as under:

1. Net Worth= INR \_\_\_\_\_ as on 31/03/2018.
  
2. Turn Over = INR \_\_\_\_\_ for the Year 2015-16.  
INR \_\_\_\_\_ for the Year 2016-17.  
INR \_\_\_\_\_ for the Year 2017-18.  
  
Average Turnover of INR \_\_\_\_\_
  
3. Working Capital = INR \_\_\_\_\_ as on 31/03/2018.

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

**FORM H**  
**(FORMAT FOR AFFIDAVIT)**  
**(On Non-Judicial Stamp Paper of RS 100/- )**

**AFFIDAVIT**

**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 fulfilment 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 BIDDER  
WITH SEAL.**

Dated .....

**Seal of Notary**

**FORM I**

(On Letter head of the Bidder)

**UNDERTAKING**

To,  
The Managing Director  
Gujarat Mineral Development Corporation Ltd.  
Khanij Bhavan, 132' Ring Road, University Ground,  
Vastrapur, Ahmedabad.

Dear Sir,

We M/s. ----- hereby undertake that, we shall at all times, indemnify and keep indemnified that GMDC Limited from any and all liability for damages resulting from or arising out of or in any way connected with the operations covered by the Tender No. \_\_\_\_\_. We shall be responsible for all risk arising in connection with or on account of the operations covered by the contract covered by the above tender and shall make good all losses and damages arising there from. In case, the GMDC Limited shall incur any cost or expense or suffer any loss on account of any claim demand or course of action brought against us and arising out of the operations covered by the bidder/tender, the GMDC Limited shall have the power (without being bound to do so) to define, contest or compromise any such claim demand or cause of action. Any amount that may become payable by GMDC Limited and any cost expense etc. that may be incurred by the GMDC Limited in this behalf, shall also be recoverable from us, without prejudice to your other rights.

Yours faithfully,

For -----

(Signature & Stamp of the Bidder)

**FORM I**  
**CONFIRMATION TOWARDS SITE VISIT**

To,  
**The Chief General Manager**  
Gujarat Mineral Development Corporation Limited  
7<sup>th</sup> Floor, Wing A, GMDC Limited,  
Khanij Bhavan, 132 Ft. Ring Road,  
University Ground, Vastrapur,  
Ahmedabad – 380 052, Gujarat, India

**Sub: Confirmation towards site visit against e-Tender No. GMDC/BX/01/2018**

Dear Sir,

I/We hereby certify that we have visited Mevasa Bauxite Mine Bhatia on \_\_/\_\_/2018 in respect of Tender for all the works mentioned in tender document for Mevasa Bauxite Mines, Bhatia. We have obtained all relevant details, information, data, existing working conditions, existing industrial environment etc. We have also studied the mining scheme proposed in the tender and availability of power supply, water supply, man power, machineries, transportation facility etc.

We hereby agree and undertake not to raise any dispute and/or objection at any stage on any ground whatsoever, during the currency of the contract if awarded to us.

<b>Authorized Representative of e-Tender</b>	
Name	
Address	
Signature with date	
<b>GMDC official at Mevasa Bauxite Mine Bhatia</b>	
Name	
Address	
Signature with date	

**FORM K**  
**DECLARATION OF UNCONDITIONAL OFFER**  
(On letter head of the Bidder)

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

**SIGNATURE OF THE BIDDER WITH SEAL.**

Dated .....

**FORM L**  
**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

**FORM M**

**Declaration regarding unconditional acceptance of all the terms and conditions of the  
Tender document**

We \_\_\_\_\_ hereby declare that we accept all the terms and conditions, including Annexure, Corrigendum if any, as specified in the Tender Document No. \_\_\_\_\_ unconditionally.

**SIGNATURE OF THE BIDDER WITH SEAL.**

Dated .....

**FORM-AA**  
**FORMAT FOR PRICE BID**  
**(To be submitted online)**

Bidders are requested to quote their Rate inclusive of all taxes except GST, as under:

<b>Sr. No.</b>	<b>Description of Work</b>	<b>Rate in INR/M<sup>3</sup></b>
1	Mining, Grading and Stacking of Bauxite having 52% & above Al <sub>2</sub> O <sub>3</sub> content Bauxite	Online
2	Mining, Grading and Stacking of Bauxite having 40% - 51.99% Al <sub>2</sub> O <sub>3</sub> content Bauxite	Online

**Rate inclusive of all Taxes except GST**

**Name of the Bidder:**

**Address & Contact Details of the Bidder:**

**Signature of the bidder with Seal & date**