

e-TENDER No. – GMDC/ENV/06/2018-19

**e-TENDER
FOR**

**PREPARATION OF ENVIRONMENT IMPACT ASSESSMENT
(EIA) & ENVIRONMENT MANAGEMENT PLAN (EMP) FOR
THE MANGANESE WASTE DUMP REMOVAL AT
SHIVRAJPUR MANGANESE PROJECT**



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



GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED

e- TENDER NOTICE

GMDC invites tender from reputed and NABET Recognized consultants for “**Preparation of Environment Impact Assessment (EIA) & Environment Management Plan (EMP) for the Manganese Waste Dump Removal at Shivrajpur Manganese Project**”.

e- Tender No.	:	GMDC/ENV/06/2018-19
Work Description	:	“Preparation of Environment Impact Assessment (EIA) & Environment Management Plan (EMP) for the Manganese Waste Dump Removal at Shivrajpur Manganese Project”.
Place of work	:	Shivrajpur Manganese Project, village Shivrajpur, Taluka Halol, Dist. Panchmahal, Gujarat.
Security Deposit	:	5 % of contract value in form of DD - Refundable DD should be from banks approved by Govt. of Gujarat from time to time (except co-operative bank) in the form and manner acceptable to the Corporation. <i>It has to be submitted by successful bidder only after receipt of LOI issued by tenderer.</i>
Availability of TENDER document	:	On website www.gmdcltd.com
Last date for Submission of Bid in sealed envelop	:	14-12-2018 – 12:00 Hrs.
Validity of Bid	:	180 Days

GENERAL INSTRUCTIONS TO THE BIDDERS FOR TENDERING:

1.0 Tendering

1.1 THE TENDER & THE OFFER:

a) It is a two-bid system. The bid is required to be submitted in sealed envelopes latest by the date and time prescribed in the tender notice.

Part – I Technical bid (Annexure I to III)

Technical bid documents i.e. various annexure are to be submitted in sealed envelope within stipulated period as per tender notice along with various annexure like experience, financial position, status of the bidder, list of equipments owned by the bidders, copy of NABET, NABL and MOEF Certificates, Permanent Account Number (PAN), Service Tax etc. shall be placed in the sealed envelope sub-scribed “TECHNICAL BID, Tender No. and Name of work etc.

Part – II Price-bid (Annexure IV)

To be submitted in separate sealed envelope subscribed as “PRICE BID, Tender No. and Name of work etc. within the stipulated time.

Bids must reach till last date on below given address:

General Manager (Environment)
Gujarat Mineral Development Corporation Limited
“Khanij Bhavan”, 7th Floor,
132 ft Ring Road, Nr. University Ground, Vastrapur, Ahmedabad – 380 052

1.2 Bidders are advised to read the instructions, evaluation norms and other terms and conditions described in these documents under different Chapters carefully before making their offer. In case of any doubt they may seek clarification from Manager (Environment) at the head office of the GMDC at Ahmedabad.

1.3 Opening of bids

First Technical bid will be opened for technical evaluation of bidders. Thereafter, Price Bid will be opened only of those bidders who will observed technically qualified.

2.0 Preamble

2.1 This tender document is intended to give a general description of nature of the work. It is not intended to cover all minute details. The work shall be executed in accordance with best practices and to the complete satisfaction of the GMDC.

2.2 The information given in this tender document is given in good faith and meant to serve as a guide to enable the prospective bidders to submit their offer. It is, imperative that the Bidder shall obtain and examine, for himself, all the data, information and particulars required for the satisfactory execution of the work covered under the scope of tender.

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

2.4 The tender document and forms referred to in the tender, if not returned or if returned but not duly filled in (where required) and signed, will result in rejection of the tender.

2.5 L1 Bidder shall be decided based on the grand total charges quoted by bidder in Price Bid considering all the work mentioned together.

3.0 Examination

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

3.2 The Bidder would obtain all information as to risks, contingencies, responsibilities and other circumstances which might influence or affect his tender, the progress and performance of the contract and to have taken into account all conditions and matters that may affect his works under this tender and cost thereof.

3.3 The Bidder would be deemed to have visited the project site and its surroundings, carefully examined and satisfied himself about the existing site conditions, availability of local facilities, means of transport etc. and to have quoted rates, taking into consideration all such conditions and matters, which may, in any manner, affect the work and the cost thereof.

3.4 The Bidder would be 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.

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

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

5.0 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 document along with bids supporting documents shall be signed by the Bidder with his usual signature. All signatures should be dated and Company's seal shall be affixed below it.

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

7.0 GMDC reserves the right to ask any information during the currency of tender.

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

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

10.0 Bids with joint venture agencies will not be accepted and successful bidder may not assign their work to other third party.

11.0 All applicable taxes and duties etc. towards Supply as well as Erection and commissioning shall be reimbursed as per prevailing rules. TDS will be deducted from the bills as per prescribed rule.

12.0 Validity of the offer: The bidder should agree that the rate submitted shall remain valid for a period of 180 days from the date of the opening of the tender.

Application expressing interest by the Bidders:

Date:

To,

**General Manager (Project)
Gujarat Mineral Development Corporation Limited,
“Khanij Bhavan”, 6th floor, “A” wing”, 132 ft. Ring road,
Nr. University Ground, Vastrapur, Ahmedabad – 380 052**

e-Tender No. – **GMDC/ENV/06/2018-19**

Subject: “Preparation of Environment Impact Assessment (EIA) & Environment Management Plan (EMP) for the Manganese Waste Dump Removal at Shivrajpur Manganese Project”.

Sir,

I/We are interested in participating in the above e-tender for “Preparation of Environment Impact Assessment (EIA) & Environment Management Plan (EMP) for the Manganese Waste Dump Removal at Shivrajpur Manganese Project”.

I/We have adequate experience in waste water treatment and have adequate infrastructure, equipments, laboratory facilities and funding at our end to execute the work. I/We have sound financial position to fulfill any additional requirement if required to carry out the work to the entire satisfaction of the GMDC as well as for regulatory agencies. I/We shall make our own arrangement for the completion of subjected work.

Thanking you.

Yours faithfully,

[Authorized Signatory, Stamp]

On Bidders Letter Head
DECLARATION

FROM:

DATE:

To,
The Managing Director,
Gujarat Mineral Development Corporation Ltd.,
“Khanij Bhavan”, 132 ft. Ring Road,
University Ground, Vastrapur,
Ahmedabad – 380 015

Dear Sir,

Subject: **“Preparation of Environment Impact Assessment (EIA) & Environment Management Plan (EMP) for the Manganese Waste Dump Removal at Shivrajpur Manganese Project”.**

e-Tender No. – **GMDC/ENV/06/2018-19**

I/We here be 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/Gujarat 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

**Gujarat Mineral Development Corporation Limited,
“Khanij Bhavan”, 6th floor, “A” wing”, 132 ft. Ring road,
Nr. University Ground, Vastrapur, Ahmedabad – 380 052**

1.0 NOTICE INVITATION TO BIDDER:

Gujarat Mineral Development Corporation Ltd. (GMDC) invite bids from reputed financially and technically sound, QCI-NABET accredited EIA experienced Consultants for **“Preparation of Environment Impact Assessment (EIA) & Environment Management Plan (EMP) for the Manganese Waste Dump Removal at Shivrajpur Manganese Project”**.

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

LOCATION AND DESCRIPTION OF THE SITE:

S. No.	Project Name & Address
1	Shivrajpur Manganese Project, village Shivrajpur, Taluka Halol, Dist. Panchmahal, Gujarat.

2.0 QUALIFICATION CRITERIA:

- [A] Bidders must be accredited by QCI-NABET in Opencast Mining under category “A” and Project activity under Sector 1 (Mining of minerals including Opencast/ Underground mining).
- [B] Bidder must have at least 10 years of experience in the preparation of EIA-EMP.
- [C] Bidder must have achieved Environment Clearance of at least 03 opencast mining projects.

3.0 REQUIREMENT:

Required to fulfill the requirement raise by Gujarat State Forest Department for the preparation of EIA in reference to GMDC application of Wildlife Clearance for the removal of waste Manganese Dumps in 60 Ha area.

4.0 TIME PERIOD:

Within 5 months from the date of acceptance of work order issued by GMDC. Time period can be extended based on situation at project but only after due approval of competent authority of GMDC Management.

5.0 SCOPE OF ASSISTANCE FROM GMDC:

- (i) Available information/data pertaining to the project will be provided by GMDC.

- (ii) If required, for any reason, GMDC reserves right to cancel, terminate, amend and / or alter the contract and / or bifurcate and / or reduce the contract work or may provide relaxation in bidding conditions after due approval of competent authority of GMDC at any time without giving any notice to the Successful Bidders without incurring any responsibility.

6.0 PAYMENT TERMS:

Terms of payment will be as following:

- | | |
|---|-----|
| • After 1st Visit to Shivrajpur Project | 10% |
| • After 10 days of initiating data collection for EIA preparation | 20% |
| • After receipt of Draft EIA-EMP Report | 40% |
| • After receipt of Draft EIA-EMP Report | 30% |

7.0 TAXES, DUTIES & LEVIES AND STATUTORY OBLIGATIONS:

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

“GST will be paid / adjusted / reimbursed to the contractors upon submission of proof as per prevailing rates & rules to the extent directly related to the services rendered by the contractor under the said contract subject to production of documentary proof and party will mention the GST amount separately in the invoice / bill after considering the abatement, if any.

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

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

8.0 SUBLETTING OF THE WORK:

Successful Bidder will not sublet the work to any other agency.

9.0 SECURITY DEPOSIT:

- (a) The contractor shall have to deposit Security Deposit @ 5% of the total contract value as per the requirement given in LOI before the receipt of work order by way of DD in favour of GMDC Ltd. payable at Ahmedabad from banks approved by Govt. of Gujarat from time to time (except co-operative bank) in the form and manner acceptable to the GMDC.
- (b) If the contractor does not pay Security Deposit, work order will not be issued.
- (c) Security Deposit paid by the contractor shall be liable to be forfeited by the GMDC, if he is not adhere to maintain the terms & conditions of the e-Tender.
- (d) Security Deposit paid will be refunded within 3 months after the completion of the work satisfactorily.

- (e) Security Deposit shall not bear any interest.
- (f) GMDC reserves the right to recover the charges or the penalty from the Security Deposit in the following circumstances:
 - (i) If your entity cause any damages or destroy any property belonging to GMDC.
 - (ii) The shortfall amount of all compensations, penalties and other sums of money payable by your entity or recoveries to be made under the terms of this contract which is due but not paid by the Successful Bidder in full etc.

10.0 NO RELAXATION OF SD.

No relaxation will be made for SD.

11.0 LIQUIDATED DAMAGES:

The contractor shall be responsible for “**Preparation of Environment Impact Assessment (EIA) & Environment Management Plan (EMP) for the Manganese Waste Dump Removal at Shivrajpur Manganese Project**” as specified / described under Location and Description of the site as well as the scope of work in this tender and technical document in accordance with sound and established practices, regulations applicable, for the purpose(s) specified, free from defects and suitable for respective uses intended.

The contractor will be required to complete the entire job at the satisfaction of GMDC”. In case the successful bidder fails to complete the work in the event at the utmost satisfaction of GMDC, liquidated damages @ 1% per week of the total subject to a maximum of 5% of the total fees payable shall be levied on the contractor. GMDC shall be entitled to deduct such damages from the dues that may become payable to the contractor.

12.0 ACCEPTANCE OF GENERAL TERMS & CONDITIONS:

The bidder should unconditionally accept all the terms and conditions of the contract by signing & stamping on each page of the technical bid document of the tender including the annexure.

13.0 BLACK LISTING OF THE BIDDER:

The Bidder or its directors should not have been black listed by any Government Organization, or any litigation be pending against any of them. The bidder will submit declaration to this effect along with the technical bid. If at any time such declaration is found false, the bid will be rejected or if the contract work is already awarded, it will be terminated forthwith without payment of any compensation and the Security Deposit will be forfeited.

14.0 NON FULL FILAMENT OF TERMS & CONDITIONS & TERMINATION OF THE CONTRACT:

If the Successful Bidders fails to carry out the work as per terms and conditions of the contract to the satisfaction of GMDC, GMDC shall be entitled to terminate the contract and forfeit the EMD / Security Deposit paid by the Successful Bidders.

If required, for any reason, GMDC reserves right to cancel, terminate, amend and / or alter the contract and / or bifurcate and / or reduce the contract work at any time without giving any notice to the Successful Bidders without incurring any responsibility.

15.0 JURISDICTION:

The Court at Ahmedabad in Gujarat State only will have jurisdiction to deal with and decide any legal dispute or contravention between the parties hereto.

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

16.0 ARBITRATION:

The parties shall endeavour, in the 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.

“All questions, disputes, differences and/or interpretation of tender & subsequent agreement whatsoever, which may at any time arise between the parties to this tender & subsequent in connection with the contract or any matter arising out of or in relation thereto, shall be referred to Sole Arbitrator as per the provisions of Arbitration and Conciliation Act, 1996 and the venue of arbitration proceedings shall be at Ahmedabad. The Language of the Arbitration shall be in English.”

17.0 FORCE MAJEURE:

- a) Force majeure is herein defined as any cause which is beyond the control of the your entity 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.
- b) Your entity 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.
- c) For delay arising out of Force Majeure, your entity will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of force Majeure and neither GMDC nor your entity 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.

- d) Your entity or 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 your company's performance of his obligations has been delayed for other causes.

Applicability:

1. The parties to the contract affected by force majeure should also indicate in the notice about all possible steps taken to reduce the adverse effect of the force majeure event.
2. If the effect of force majeure is likely to affect the parties of the contract for more than 2 months then contract may be terminated with mutual consent.
3. In case of force majeure condition, GMDC reserves the right to extend the period of the contract suitably and liquidated damages may be reviewed during the force majeure period.

However, in no case, GMDC will pay any compensation towards force majeure period nor any compensation will be paid for idle machinery and manpower.

- 18.0** Successful Bidders will abide by all the statutory regulations applicable at the project e.g. Mines Act, Factory Act and other related Law & Regulations etc.
- 19.0** Successful Bidders is abide by all the conditions of this e-Tender as well as the terms and conditions mentioned in the tender document published for this work.
- 20.0** The work carried out during the Monsoon period may be take care off.

STATUS OF BIDDER

Name of the Bidder	
Full Address	
Telephone No.	
Fax No.	
E-Mail Address	
Name and Designation of Authorized person	
Copy of last three years (ended on 31/03/2018) Balance Sheet	
Name of bankers with full address and telephone no.	
Details of QCI-NABET Certificate of EIA Consultant and its validity. (Please attach copy of certificate)	
Details of PAN No. (Please attach copy)	
GST Registration Details with copy of certificate.	

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

Annexure – II

DETAILS OF RELEVANT WORK CARRIED OUT BY THE BIDDER

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

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

DETAILS OF SKILLED MANPOWER

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

Note: Bidders are requested to submit supporting documents including Copies of staff qualification certificate and bio-data and experience certificate etc. for above asked. Copies of NABET Qualification Certificate must also be provided.

PRICE BID

“Preparation of Environment Impact Assessment (EIA) & Environment Management Plan (EMP) for the Manganese Waste Dump Removal at Shivrajpur Manganese Project”

Sr. No.	Description of Project	Total Contract Value – Rs. (Exclusive GST)
1	Charges for the preparation of EIA-EMP	

DECLARATION

(On letter head of the Bidder)

FROM:

DATE:

To,
The Managing Director,
Gujarat Mineral Development Corporation Ltd.,
“Khanij Bhavan”, 132 ft. Ring Road,
University Ground, Vastrapur,
Ahmedabad-380015

Subject: Tender for “Preparation of Environment Impact Assessment (EIA) & Environment Management Plan (EMP) for the Manganese Waste Dump Removal at Shivrajpur Manganese Project”.

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 contractor