

**GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED**

“ KHANIJ BHAVAN ”132 FT. RING ROADUNIVERSITY  
GROUNDVASTRAPURAHMEDABAD 380 052

TENDER NO. GMDC/HO/P,R&D/AMB/1/2018

FOR

SALE OF TAILING WASTE LYING AT MULTI METAL PROJECT, AMBAJI, TALUKA  
DANTA, DIST. BANASKANTHA

PHONE : 27910096 /27913501 / 27913200 TELEFAX : 27911540

Sub : Tender No. GMDC/HO/P,R&D/AMB/1/2018

Sealed tenders are invited in our prescribed Tender Form for sale of tailing waste lying at our Multi Metal Project, Ambaji, Taluka Danta, Dist. Banaskantha on “ AS IS WHERE IS, WHATEVER THERE IS, NO COMPLAINT BASIS ”.

Price of Tender : Rs. 500/- + 18 % GST payable by cash / Demand Draft favouring “GMDC Limited”, payable at Ahmedabad

Period of Contract : 6 (six) months

Earnest Money Deposit : Rs. 5,000/-(Rupees five thousand only) by Demand Draft favouring " GMDC Ltd.", payable at Ahmedabad.

Download of Tender : From 19/05/2018 to 02/06/2018 from website [www.gmdcltd.com](http://www.gmdcltd.com)

Last date and time of Receipt of duly filled Tender : 04/06/2018 upto 4.00 p.m.

Date and time of opening of Tender : 04/06/2018 at 5.00 p.m.

NOTE : The Corporation reserves the right to reject any or all the tenders or split the tender between more than one bidder without assigning any reasons thereof.



**CHIEF GENERAL MANAGER**  
GUJARAT MINERAL DEVELOPMENT CORPORATION LTD.  
(A Govt. of Gujarat Enterprise)  
KHANIJ BHAVAN, 132' RING ROAD,  
UNIVERSITY GROUNDVASTRAPUR, AHMEDABAD 380 052  
2791 0096 (D), EPABX : 27913501, 27913200 EXTN. 1703  
FAX: (079) 2791 1540 E-mail : [tech@gmdcltd.com](mailto:tech@gmdcltd.com)

## **01 About GMDC and Multi Metal Project, Ambaji**

Gujarat Mineral Development Corporation Ltd. (GMDC) is a Government of Gujarat Enterprise, registered under the Companies Act, 1956, having its Registered Office at “Khanij Bhavan “, 132 Ft. Ring Road, University Ground, Vastrapur, Ahmedabad 380 052.

GMDC has a Multi Metal Project at Ambaji, Taluka Danta, Dist. Banaskantha.

## **02 Estimated Stocks**

The tailing waste available at Multi Metal Project, Ambaji, Taluka Danta in Dist. Banaskantha is scattered and the same is available for sale on “**As is where is, Whatever there is, No complaint basis** “,

The bidders are advised to visit the site for physical verification of the quality and quantity of material offered for sale.

GMDC reserves the right to award contract to one individual bidder or split the same in two or more bidders as it deems fit.

## **03 Scope of Work**

The successful bidder has to lift the entire quantity of whatever tailing waste is lying near plant site, as per the time schedule prescribed in the tender document. Before submitting the offer, the tenderer should first visit the plant site and satisfy himself about the quality and quantity of stock available for sale. No claim of any sort whatsoever, on this account, after receipt and opening of offers, shall be entertained.

The concentrate lying on the torn out bags has to be stacked separately by the successful bidders as per the instructions of GMDC officials.

The successful bidder has to depute his manpower for loading and transportation of material under sale from the plant site. No machinery will be deputed at the plant site. It has to be loaded manually only.

Loading of material for sale and its weighing in trucks would be permitted strictly during all working days during office hours only.

The waste material is to be lifted in presence of representatives of Forest Department only. The successful bidder has to abide by the rules as prescribed by the Deputy Conservator of Forest, Banaskantha vide dated 16/08/2017.

**No other material except waste should be lifted by the successful bidder.**

#### **04 Weighment**

Actual quantity will be delivered to the successful bidder after weighment on weigh-bridge authorized by GMDC located near the project. The quantity recorded as per the weigh -bridge will be considered as final for all transactions.

#### **05 Earnest Money Deposit**

A non-interest bearing Earnest Money Deposit of Rs. 5,000/- (Rupees five thousand only) shall have to be paid by the bidder alongwith tender by Demand Draft drawn in favour of “ GMDC Limited “ on any Nationalised Bank, payable at Ahmedabad only. Any tender submitted without Earnest Money shall be summarily rejected and no claim shall be entertained on such rejected tenders. The unsuccessful bidders will be refunded the EMD amount after selection of the bidder is made by GMDC.

Mere bank guarantee or cheque will not be accepted.

#### **06 Security Deposit**

The Successful bidder has to deposit 5 % of the total contract value (rate offered by bidder plus any other taxes and/or duties as applicable) as a non-interest bearing Security Deposit. The said amount should be deposited by way of Demand Draft in favor of “GMDC Limited”, payable at Ahmedabad from the Banks approved by Government of Gujarat except Co-operative bank within 15 days from the date of issue of Work Order to lift the material. In case of failure on the part of the bidder to do so, the EMD shall be liable for forfeiture. Security Deposit shall be refunded to the party within one month from the date of completion of contract.

GMDC reserves the right to recover the charges or penalty from the Security Deposit in the following circumstances –

- a) If the Successful Bidder or its employees cause any damage or destroy any property belonging to GMDC.
- b) 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.

#### **07 Rate and Taxes**

The final basic rate for tailing waste for sale shall be the rate offered by the bidder or decided by GMDC, plus royalty, plus GST or any other taxes as applicable at the time of lifting of material.

#### **08 Minimum rate to be offered**

**The basic rate to be offered by the bidder should not be less than Rs. 500 per MT.**  
Any rate offered below Rs. 500 per MT will not be entertained.

#### **09 Payment Terms**

The successful bidder has to take Delivery Order from Sales Department, Corporate Office, for a minimum quantity of at least 100 MT of tailing waste for which advance payment is to be made at Corporate Office only by way of Demand Draft drawn in favour of “GMDC Limited “ drawn on any Banks approved by Government of Gujarat except Co-operative bank, payable at Ahmedabad.

The successful bidder has to pay to GMDC the taxes, if any, as applicable at the time of lifting the material.

#### **10 Lifting period**

The bidder has to lift the entire material under sale within a period of 6 (six) months from the date of award of Work Order. In no case extension for lifting shall be granted.

#### **11 Penalty**

If the bidder pays advance and does not lift the material within time specified in the tender, a penalty of 10% on the unlifted quantity shall be levied and thereafter such unlifted quantity shall be considered as property of GMDC; whereupon the bidder shall have no right to raise any claim whatsoever. The GMDC shall have right to dispose off such unlifted material in the manner it so desires. The penalty / Liquidated damages may be recover from the Bank Guarantee / Performance Security.

#### **12 Non-fulfilment of terms and conditions and termination**

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

#### **SUB-CONTRACT**

The successful bidder shall not assign or sub-contract any portion of this work without the prior written consent of GMDC.

### **13 Dispute, Resolution and Arbitration**

“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.”

“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.”

#### **Legal Jurisdiction:**

Matter relating to any dispute or difference arising out of this agreement and subsequent contract based on the agreement shall be subject to the exclusive jurisdiction of courts at Ahmadabad only.

### **14 Compliance of Statutes**

The contractor will strictly conform to all the laws governing employment, payment, Safety and welfare of labour and staff deployed by him and provision of Minimum Wages Act, PF/ Gratuity Act, the Workmen’s Compensation Act, Contract labour (Abolition and Regulation) Act, the Mines Act, the Indian Explosives Act, Mines Creche Rules (in case employing female workers), Industrial Dispute Act, Maternity Benefit Act, Bonus Act and other Statutory provisions as ones existing now or as may be introduced later as well as those orders of Govt. of India or State applicable to GMDC 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 thereunder, such amounts shall be recoverable from contractor. Any consequences arising out of non-compliance of Safety Provisions will be at sole risk and cost of the contractor. The contractor will maintain all the statutory registers under the above Acts and Regulations and will submit the same on demand by the Mines Manager / Project Incharge

### **15 Bidding schedules**

The bidder shall quote the bidding in enclosed schedule only.

**16 Force majeure**

Force majeure is herein defined as natural phenomena such as floods, droughts, earthquakes and epidemics, declaration of war etc. In such conditions of force majeure, both the parties can claim a force majeure but they are obliged to inform the either party within 10 days in writing on the date of commencing and again ending of the force majeure.

Under the circumstances of force majeure stated above, the contract in terms of period can be extended by period equivalent to the loss of time due to force majeure.

The decision regarding the occurrence of force majeure to be considered shall be decided jointly.

Signature of Bidder

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## **Bidding Schedule**

Basic Rate in Rs \_\_\_\_\_ Per MT (Rupees \_\_\_\_\_  
\_\_\_\_\_ only ) .

### NOTE

- 1 The **Basic quoted rates should not be less than Rs. 500/- PMT** Ex-project site on “*As is where is basis*” excluding royalty and applicable GST or any other taxes, if any, applicable at the time of lifting of the material.
- 2 GMDC reserves the right to reject any tender or to split the order between two or more bidders without assigning reason.

Seal and signature of bidder